



GREATER DAYTON REGIONAL TRANSIT AUTHORITY

REQUEST FOR PROPOSAL

FOR

CONNECT ON DEMAND

CONTRACT PROPOSAL RFP NO. GD 20-27

PREPARED BY

GREATER DAYTON REGIONAL TRANSIT AUTHORITY

**4 SOUTH MAIN STREET
DAYTON, OHIO 45402**

NOVEMBER 12, 2020

Greater Dayton Regional Transit Authority

4 S. Main Street Dayton, OH 45402 • 937-425-8400 P • 937-425-8416 F • www.rtdta.org





November 12, 2020

DEAR PROSPECTIVE PROPOSER:

Re: Request for Proposal (RFP)
Connect on Demand
RFP No. GD 20-27

The Greater Dayton Regional Transit Authority (RTA) is soliciting proposals for Connect on Demand. Your firm is invited to submit a proposal.

Please send your completed proposal clearly marked Connect on Demand to the undersigned by 10:00 a.m. Dayton (Eastern) time, December 3, 2020. Proposals may be hand delivered, mailed or sent by delivery services addressed to: Director of Procurement, Greater Dayton Regional Transit Authority, 4 S. Main Street, Dayton, OH 45402. Please allow additional working days for the internal delivery of mailed proposals in addition to the U.S. Postal Service delivery.

Affirmative Action Assurance (AAA) Approval: The RTA requires firms to submit with their proposal the AAA approval email from the City of Dayton Human Relations Council. In order to complete the AAA application process, the vendor must first log onto the City of Dayton's vendor certification portal, CityBOTS (www.citybots.com), and complete the online AAA form. Please find directions on completing the application process in Part IV, Proposal Submission, City of Dayton's AAA Approval Certification. This process may take up to ten (10) business days to complete.

Please Note: This proposal and any addenda are available on the Procurement Department page of our website, <http://proc.greaterdaytonrta.org/>. Please continue checking the website for any updates or addenda. If you have received this package via email or regular mail, all addenda will also be sent to you by the same method.

Greater Dayton Regional Transit Authority

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However, if you accessed this package from our website, we may not have you in our database. In order to ensure that you receive all updates and addenda, please contact JoAnn Turner by phone at 937-425-8313 or e-mail at jturner@greaterdaytonrta.org to be added to our database.

The proposals will be evaluated and further discussions may be held before announcement of the firm(s) selected. Should you have any questions or comments concerning the RFP, please feel free to email the undersigned at twiesman@greaterdaytonrta.org.

Sincerely,

Tamea Wiesman

Tamea Wiesman, CPPB
Sr. Purchasing Agent

Attachment

Greater Dayton Regional Transit Authority

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REQUEST FOR PROPOSAL

CONNECT ON DEMAND

RFP No. GD 20-27

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REQUEST FOR PROPOSAL

FOR

CONNECT ON DEMAND

ISSUED BY

GREATER DAYTON REGIONAL TRANSIT AUTHORITY

4 SOUTH MAIN STREET
DAYTON, OHIO 45402

November 12, 2020

LEGAL NOTICE RFP NO. GD 20-27

REQUEST FOR PROPOSAL

LEGAL NOTICE RFP NO. GD 20-27

Notice is hereby given that the Greater Dayton Regional Transit Authority (RTA) is requesting proposals for:

CONNECT ON DEMAND

Copies of the Request for Proposals are available from the office of the Director of Procurement, Greater Dayton Regional Transit Authority, 4 S. Main Street, Dayton, Ohio 45402.

All proposals must be submitted in accordance with requirements set forth in the RFP, and must be received in the office of the Director of Procurement at or before **10:00 a.m.**, Dayton (Eastern) time, on **December 3, 2020**.

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

Proposals will remain valid for a period of 90 days after the proposal due date and prior to award. RTA reserves the right, in the interest of the Authority, to postpone, accept or reject any and all proposals and to waive any additional informality in the proposals received.

Deborah Howard
Director of Procurement

PART I
TERMS AND CONDITIONS

PART I - TERMS AND CONDITIONS

Section 1: Definitions

1.0 Definitions

Unless otherwise specifically stated, the following terms shall have the following definitions.

1.1 RTA

Greater Dayton Regional Transit Authority.

1.2 RFP

Announcement of Request for Proposals as issued by RTA on November 12, 2020.

1.3 Proposal

Documents offered by Proposer to RTA pursuant to this Request for Proposal, including narrative, and related material.

1.4 Proposer

Firm or firms who, at RTA's request, offer a Proposal pursuant to this RFP.

1.5 Contractor or Consultant

The successful Proposer who will enter into a negotiated contract with RTA at the conclusion of the Proposal selection process.

PART I - TERMS AND CONDITIONS

Section 2: RTA Background

2.0 RTA Background

2.1 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.

2.2 Governing Body

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

PART I - TERMS AND CONDITIONS

Section 3: Information

3.0 *Information*

3.1 *Basis for Contract Negotiation*

This RFP and the resulting Proposals shall be used as the basis for contract negotiation.

3.2 *Receipt of Proposals*

Sealed Proposals marked **CONNECT ON DEMAND** will be received at the office of the Director of Procurement, Greater Dayton Regional Transit Authority, 4 S. Main Street, Dayton, OH 45402, until **10:00 a.m.**, Dayton (Eastern) time, on **DECEMBER 3, 2020**. Proposals received by RTA after that date and time will not be opened or considered. **An original and five (5) copies** of the Proposal shall be submitted.

3.3 *Proposal Modifications*

Written changes to submitted Proposals will be accepted if received by RTA prior to the Proposal deadline, but only if submitted in a sealed envelope and plainly marked "**CONNECT ON DEMAND**". All changes received after the Proposal deadline will not be opened or considered.

3.4 *Rejection of Proposals*

RTA reserves the right to reject any or all Proposals. Issuance of this RFP does not bind RTA to award a contract, nor does RTA in any way assume liability for expense incurred by Proposer in preparation of its Proposal.

3.5 *Addenda to RFP*

Any clarifications or further instructions to Proposers, whether as a result of questions raised by Proposers or initiated by RTA itself, will be sent to all Proposers in addendum form.

3.6 *Requests for Clarification*

All requests for clarifications or changes must be submitted in writing in time to be received by the RTA Procurement Department **at least ten (10) calendar days** prior to the date on which the proposals are due. Proposers should address such requests to RTA, Attention: Tamea Wiesman at twiesman@greaterdaytonrta.org.

Any information given to a proposer concerning the RFP will be furnished to all prospective proposers as an addendum of the RFP if such information is necessary to proposers in submitting proposals on the RFP or if the lack of such information would be prejudicial to uninformed proposers.

3.7 *Non-Collusion Affidavit*

Proposer shall submit, with its Proposal, an affidavit stating that neither Proposer 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 RFP, and further agrees that no such money or consideration will be hereafter paid. This affidavit must be on the form provided by RTA, which is made a part of this RFP.

3.8 *Contract Award*

- A. The RTA reserves the right, as the interests of the Authority may require, to postpone, accept or reject any and all proposals and to waive any informalities in the proposals received, and to award the contract(s) to the best responsive and responsible proposer.
- B. In awarding a contract(s), the RTA reserves the right to consider all elements entering into the determination of the responsibility of the proposer. Any proposal which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be cause for rejection of the proposal.
- C. Contract(s) for the purchase of goods and/or services may be awarded within 90 calendar days from the date upon which proposals were received to the best proposer(s) the RTA deems responsive and responsible.
- D. In the event a single proposal is received, the RTA will conduct a price and/or cost analysis of the proposal. A 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 proposal. It should be recognized that a price analysis through comparison to other similar procurements must be based upon an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar quantity 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 proposal be received.
- E. Where it is impossible to obtain a valid price analysis, it may be necessary for the RTA to conduct a cost analysis of the proposal price.
- F. Competent and experienced auditors or price analysts shall make the price and/or cost analysis -- an engineer's estimate or comparison of the prices involved is insufficient.
- G. With respect to actions prior to award of a contract, only the RTA's Chief Financial Officer, Director of Procurement, Purchasing Agents, or Chief Executive Officer have the authority to take action on behalf of the RTA. Only the RTA's Board of Trustees has the authority to award a contract(s) in excess of \$100,000.

3.9 *Sales Taxes*

The RTA is a tax-exempt institution and is free from all state and federal taxes. No such taxes shall be included in the Contractor's charges to the RTA. However, the Contractor may be liable for the payment of sales and use taxes on materials purchased for fulfilling this contract.

3.10 *Personal Property Taxes*

The person making a proposal 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 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. This affidavit must be on the form provided by RTA, which is made a part of this RFP.

3.11 *Timetable*

Release Request for Proposal	NOVEMBER 12, 2020
Pre-proposal Conference	NONE
Final date for Request for Information and Clarification	NOVEMBER 23, 2020
Proposal Due Date	DECEMBER 3, 2020
Estimated Award Date	FEBRUARY 2, 2021

3.12 *Project Manager*

The Project Manager for this procurement is Sally Brown, Greater Dayton Regional Transit Authority (RTA), 4 South Main Street, Dayton, Ohio 45402.

3.13 *Proposers Conference*

A pre-proposal conference is not scheduled.

Clarification about the RFP intent and any questions about the RFP may be emailed to Tamea Wiesman at twiesman@greaterdaytonrta.org. Answers that change or substantially clarify the RFP will be affirmed in writing. Copies of the questions and answers will be provided to all prospective proposers in addenda form.

3.14 *Evidence of Qualifications*

Each proposal must contain evidence of the Proposer's qualifications to do business in the State of Ohio or covenant to obtain such qualification prior to award of the contract.

3.15 *Proprietary Information*

If a proposal includes proprietary data or information that the proposer does not want disclosed to the public, such data or information must be specifically identified as such on every page on which it is found. Data or information so identified will be used by RTA solely for the purpose of evaluating proposals and conducting contract negotiations. Disclosure of any proprietary information by RTA shall be in strict accordance with the laws and regulations regarding disclosure in the State of Ohio.

3.16 *Cost of Proposal Preparation*

The cost of preparing a response to this RFP, including site visits, will not be reimbursed by the RTA.

PART I - TERMS AND CONDITIONS

4.1 *Audit and Inspection of Records*

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

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

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

Section 5: Required Clauses

5.0 *Required Clauses*

5.1 *Affirmative Action Assurance Plan*

All proposers will be required to comply with all Equal Employment Opportunity laws and regulations and file with RTA's DBE Officer, if requested, an Affirmative Action Assurance (AAA) Plan, consistent with RTA's non-discriminatory policy, subject to RTA approval. All proposers must submit with their proposal, an email from the City of Dayton Human Relations Council, stating that they have an approved Affirmative Action Assurance Plan. **For instructions on obtaining the AAA Certification, see PART IV - PROPOSAL SUBMISSION, CITY OF DAYTON AFFIRMATIVE ACTION ASSURANCE CERTIFICATION.**

Failure to furnish the email from the City of Dayton's Human Relations Council may be cause for rejection of your proposal.

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

5.2 *Changes*

Any proposed change in this contract shall be submitted to RTA for its prior approval and RTA will make the change by a contract modification.

RTA may, at any time, by a written order and without notice to the sureties, make changes within the general scope of this contract. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by Contractor of the notification of change provided, however, that RTA, if it decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse Contractor from proceeding with the contract as changed.

5.3 *Interest of Members of or Delegates to Congress*

No member of, or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

5.4 *Prohibited Interest*

No member, officer, trustee or employee of RTA or of a local public body during his/her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

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

5.5 *Ownership of Documents*

RTA shall be the owner of all plans, scope of work and related documents prepared pursuant to this Contract or provided to contractor by RTA. Any re-use of the plans, scope of work or related documents by RTA for other than the purpose intended by this Contract shall impose no liability on the Contractor.

5.7 *Payments*

The payment terms of the contract shall be net 30 days. Invoices shall be sent to: Greater Dayton Regional Transit Authority, Attn: Accounts Payable, 4 South Main Street, Dayton, OH 45402. On a monthly basis, RTA will pay the contractor:

- A. The monthly charge covering the contractor's fixed costs. The first invoice covering the first month of the contract shall be sent to RTA no earlier than the 15th of the month. Subsequent monthly invoices shall be sent to RTA no earlier than the 15th of the month in which the monthly charge covers.
- B. No more than two invoices per month shall be sent to RTA.

5.8 *Covenant against Contingent Fees*

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For breach of violation of this warranty, RTA shall have the right to annul this contract without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

5.9 *Laws of Ohio*

The rights and duties of the parties hereto shall be determined by the laws of the State of Ohio, and to that end the contract shall be construed and considered as a contract made and to be performed in the County of Montgomery, Ohio.

5.10 *State Industrial Compensation*

Contractor shall comply with the state law known as the Workers' Compensation Act, Chapter 4123, Ohio Revised Code as applicable, and shall pay into the State Insurance Fund the necessary premiums required by that Act to cover all employees furnishing the services purchased under the terms of this contract and under the control of Contractor, and shall relieve RTA from any costs due to accidents or other liabilities mentioned in said Act. If Contractor is a self-insurer under the Ohio Workers' Compensation Act, and duly authorized as such by the Industrial Commission of Ohio, it shall tender to RTA proof of such status. Contractor shall, from time to time upon request, tender to RTA a certificate evidencing its compliance with the Workers' Compensation Act.

5.11 *Independent Contractor*

Contractor shall be and remain an independent contractor with respect to all service performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries, or other remuneration paid under this contract, and further agrees to indemnify and save harmless RTA from any such contributions or taxes or liability thereof.

5.12 *Subcontracts Approval*

- A. RTA shall have the right to approve or disapprove all subcontracts in accordance with the following provisions.
- B. As used in this clause, the term "subcontract" includes subcontractors and major suppliers of material or services to the Contractor.
- C. Contractor shall notify RTA reasonably in advance of entering into any subcontract if Contractor's procurement system has not been approved by RTA and if the subcontract:
 - (a) Is to be a cost-reimbursement, time and materials, or labor-hour contract that is estimated to involve an amount in excess of ten thousand dollars (\$10,000) including any fee;
 - (b) Is expected to exceed one hundred thousand dollars (\$100,000); or
 - (c) Is one of a number of subcontracts, under this contract, with a single subcontractor for the same or related supplies or services which, in the aggregate, are expected to exceed one hundred thousand dollars (\$100,000).
 - (d) The advance notification required by the above shall include: A description of the supplies or services to be called for by the subcontract;
 - (e) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected including the competition obtained: The proposed subcontract price, together with Contractor's cost or price analysis thereof;
 - (f) The subcontractor's current, complete and accurate cost or pricing data and Certificate of Current Cost of Pricing Data, when such data and certificates are required by other provisions of this contract to be obtained from the subcontractor; Identification of the type of subcontract to be used; and
 - (g) A memorandum of negotiation which sets forth the principle elements of the subcontract price negotiations. A copy of this memorandum shall be retained in Contractor's file for use of RTA's reviewing authorities. The memorandum shall be in sufficient detail to reflect the most significant considerations controlling the establishment of initial or revised prices.
 - (h) Contractor shall not enter into any subcontract for which advance notification to RTA is required by this clause, without prior written

consent of RTA, provided that RTA, in its discretion, may ratify in writing any subcontract. Such ratification shall constitute the consent of RTA required by this paragraph.

- (i) Neither consent by RTA to any subcontract nor any provisions thereof nor approval of Contractor's procurement system shall be construed to be a determination of the acceptability of any subcontract price or of any amount paid under any subcontract or to relieve Contractor of any responsibility for performing this contract, unless such approval or consent specifically provides otherwise.
- (j) Contractor agrees that no subcontract placed under this contract shall provide for payment on a cost plus a percentage-of-cost basis. Strict compliance with the provisions of this paragraph shall be a condition or any reimbursement by RTA of the costs of subcontracts or material purchased by Contractor. The provisions of this clause in no way limit the provision of the clause entitled "Substitution of DBE Subcontractors".

5.13 Price Complete

The price quoted in any proposal submitted shall include all items of labor, materials, tools, equipment and other costs necessary to fully complete the services pursuant to this RFP. Any items omitted from the RFP which are clearly necessary for the services and their intended use shall be considered a portion of such services although not directly specified or called for in this RFP. No advantage shall be taken by the Proposer in the omission of any part or detail that makes the services complete.

5.14 Limited Liability

By virtue of the provisions of Section 306.31 of the Ohio Revised Code, RTA is a political subdivision of the State of Ohio, a body corporate with all the powers of a corporation. It is understood and agreed that only the corporate entity, Greater Dayton Regional Transit Authority, shall be liable hereunder.

5.15 Contract Duration

The duration or term of this contract shall be for FIVE YEARS. It is anticipated that the RTA will present this procurement to the RTA Board of Trustees for approval on February 2, 2021.

5.18 Entire Agreement

This contract contains the entire agreement between RTA and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Only a written instrument signed by both RTA and the Contractor may amend this contract.

5.16 *Assignability*

The terms and provisions of the Contract Documents shall be binding upon RTA and the Contractor and their respective partners, successors, heirs, executors, administrators, assigns and legal representatives. The rights and obligations of the Contractor under the Contract may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way. The Contractor may subcontract a portion of its obligations to other firms or parties but only after having obtained the written approval by RTA of the subcontractor, which approval shall not be unreasonably withheld. RTA may assign its rights and obligations under the Contract to any successor to the rights and

5.17 *Safety*

The Contractor should be aware that RTA is a constantly operating organization, with activity 24 hours a day, seven days a week.

It is the intention of the RTA to protect RTA employees, customers and property from harm due to Contractor activity, and to reduce RTA's liability exposure limits regarding safety and environmental infractions.

In addition, the RTA expects all contractors and sub-contractors to comply with and abide with any and all applicable regulatory standards.

Some special and unique safety and environmental concerns found at RTA and incumbent upon the contractor and sub-contractor include:

1. RTA is a 24-hour per day operation.
2. Multiple sized vehicles move about the interior and exterior of most buildings, 24 hours per day. Please be advised that set traffic patterns have been established and must be followed.
3. Operators of all equipment are expected to be certified to operate appropriate equipment.
4. Restrictive rules apply to running of engines inside all buildings.
5. Restrictive storm water pollution rules apply.
6. Material Safety Data Sheets must be provided for all materials used. Specific notification is required if a product to be used on the job has been classified as an "Extremely Hazardous Material."
7. Building evacuation procedures.
8. Fire safety and prevention procedures.
9. First aid procedures.
10. Hazardous material safety.

5.18 *Compliance with RTA Security Measures*

All contractors are required to display an identification badge supplied by RTA while on RTA premises. Badges must be worn where they can be seen at all times. This requirement applies to every employee of all contractors and/or subcontractors. All contractors' employees are also required to wear clothing which identifies the company for which they work (i.e., uniform, hard hat, jacket, etc.). Badges must be obtained from the Project Manager and must be returned upon completion of the project. A fee will be charged for any badges that are lost or not returned, and will be deducted from the final project invoice.

5.19 *Trade Secret Notification*

Under Ohio Law, a proposal document may be a public record unless it meets an exception under the Public Records Law. One such exception is for trade secrets. Trade secrets must be treated with confidentiality. However, the proposer must notify the RTA in all of their proposal documents as to which portions of their proposal documents constitute trade secrets and are to be treated as confidential. As proposer, it is your responsibility to mark those parts of the proposal 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.

5.20 *Changes in the Work/Change Orders*

Oral changes are not permitted. No change in the contract shall be made unless the RTA gives prior written approval therefore. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting any change in the work not authorized by the RTA in writing.

The Contractor shall submit to the RTA a detailed pricing and schedule proposal for the work to be performed under the change order. The proposal may be accepted by the RTA or may be modified by negotiations between the Contractor and RTA. A change order amendment shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the contract "Disputes" clause. Regardless of any disputes, the Contractor shall proceed with the work ordered, provided the Contractor has obtained the prior concurrence of RTA.

5.21 *Late Submissions, Modifications, and Withdrawals of Proposals*

Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered.

The exact time (also referred to as official time) is the date and time the proposal is actually received in the RTA's Procurement Department.

The only acceptable evidence to establish the time of receipt at the RTA office is the time/date stamp of the RTA on the proposal wrapper or other documentary evidence of receipt maintained by the RTA.

Proposals may be withdrawn by written or telegraphic request received from proposers prior to the time set for the receipt of proposals. Proposals may be withdrawn in person by a proposer or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

5.22 *Confidentiality of Proposals*

During the evaluation, negotiation and selection process, evaluation committee members may not disclose any information in regards to the procurement. Except for the identity and background of the successful proposer and the contract price, all information provided by proposers remains confidential after the conclusion of the process, to the extent permitted by law.

The RTA will exempt from disclosure of proprietary information, trade secrets and confidential commercial and financial information submitted in the proposal. Any such proprietary information, trade secrets or confidential commercial or financial information, which the proposer 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.

5.23 *Duty to Inform*

If at any time during the performance of this contract, the Contractor becomes aware of actual or potential problems, fault defect in the project or any nonconformance with any contract document, Federal, State or local law, rule or regulation, the Contractor shall give immediate notice thereof to the RTA's Deborah Howard.

PART II
SCOPE OF WORK

PART II - SCOPE OF WORK

SCOPE OF WORK

Introduction

The Greater Dayton Regional Transit Authority (RTA) is seeking to enter into partnership agreements with qualified mobility providers to support the RTA Connect On-Demand program with a unified goal of enhancing and increasing mobility access within the region.

On-Demand offers our customers more mobility options, increasing overall accessibility to the entire region. RTA Connect complements our existing fixed route services, providing customers more choice in their travel planning.

The On-Demand program described within will help support current and any future demand response opportunities connecting customers to a variety of mobility services.

Any provider who desires to participate in the program must agree to launch and operate mobility services in accordance with the terms of the Service Agreement(s) and supply documentation and information related to the Service Agreement.

We are currently accepting transportation providers as they are able and willing to participate.

Should you have any questions, please do not hesitate to contact Tamea Wiesman at twiesman@greaterdaytonrta.org.

RTA Connect On-Demand Program

All documentation and information outlined below is required for eligibility to render transportation services under the RTA Connect On-Demand Program.

- W-9
- Certificate of Liability Insurance
- Zero Tolerance Drug & Alcohol Policy(s)
- Anti-Discrimination (Affirmative Action) Policy(s)
- Service Animal Policy
- No Smoking Policy
- Driver Requirements
- Cancellation or No Show Policy and Rates
- Available fleet for services:
 - Total number of accessible and/or non-accessible vehicles:
 - Types of vehicles
 - Passenger Capacity
 - Accessible (if accessible, capacity)
- Hours of operation for Requests and telephone number
- Hours of operation available for services
- Other Request technology such as app or web-based booking
 - Please provide links or name of app(s)

Note: Taxi drivers must be licensed and have their vehicles inspected by the City of Dayton if they are to pick up passengers in the city. The City of Dayton's phone number for licensing is (937) 333-1049.

SERVICE AGREEMENT

This Service Agreement (“Agreement”) dated as of [Month-Day-Year] (“Effective Date”) by and between the Greater Dayton Regional Transit Authority a state of Ohio public transportation agency, located at 4 S. Main Street, Dayton, Ohio 45402 (“GDRTA”) and [Name of Provider], a [Type of Provider], located at [Address of Provider], (“SERVICE PROVIDER”)(each of GDRTA and SERVICE PROVIDER, a “Party” and collectively the “Parties”).

In consideration of the mutual promises contained herein and the mutual benefits to be derived therefrom, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Background.** The Greater Dayton Regional Transit Authority (“GDRTA”) is a tax exempt organization that provides public transportation to the Miami Valley region (“Region”). GDRTA is seeking to enter into partnership agreements with qualified transportation providers to support the RTA Connect program (“Program”) with a unified goal of enhancing and increasing transit access within the Region. The partnership will support first and last mile opportunities and connect customers to existing transit services. The PROVIDER desires to participate in the Program, and GDRTA and PROVIDER agree to launch the Program in accordance with the terms of this Agreement and as specified in Exhibit A, Attachments 1 and 2.

2. **Activities.** The Parties agree to perform the business activities as set forth on Exhibit A (the “Activities”), attached hereto and incorporated herein, during the term set forth on Exhibit A (the “Term”). Except as expressly agreed to in Section 3 (and Exhibit A) of this Agreement, each Party shall be responsible for its expenses and costs during its performance under this Agreement.

3. **Fees and Payment.** GDRTA is exempt from payment of all taxes, and taxes must not be included in any fees. Necessary exemption certificates shall be furnished PROVIDER upon request. Fees to be paid by one Party to the other Party in connection with this Agreement, if any, shall be as set forth on Exhibit A (“Fees”). Fees due are payable in accordance with the payment schedule set forth in Exhibit A.

4. **Proprietary Rights.**

4.1 License to Use GDRTA Marks. GDRTA hereby grants to PROVIDER a revocable, time- limited, royalty-free, non-exclusive, non-transferable, non-sublicensable right and license to use all names, marks and logos associated with GDRTA (collectively, “GDRTA Marks”) during the Term, solely in furtherance of PROVIDER’s obligations and rights pursuant to this Agreement. PROVIDER’s use of any of the GDRTA Marks shall be subject to GDRTA’s prior written approval in each instance. GDRTA warrants and represents that it has (or has obtained from all appropriate rights holders) all necessary rights and authority to grant the license granted by it hereunder. PROVIDER hereby covenants and agrees that the GDRTA Marks shall remain the sole and exclusive property of GDRTA and that PROVIDER shall not hold itself out as having any ownership rights with respect thereto. Any and all goodwill associated with the GDRTA Marks shall inure directly to the benefit of GDRTA. PROVIDER’s use of GDRTA Marks must conform to GDRTA’s usage guidelines and instructions as GDRTA may provide or update from time to time (and in no event shall the color, style, appearance, or relative dimensions of the GDRTA Marks be

altered or changed in any way).

4.2 **License to Use PROVIDER Marks.** PROVIDER hereby grants to GDRTA a revocable, time-limited, royalty-free, non-exclusive, non-transferable, non-sublicensable right and license to use all names, marks and logos associated with PROVIDER (collectively, “PROVIDER Marks”) during the Term, solely in furtherance of GDRTA’s obligations and rights pursuant to this Agreement. GDRTA’s use of any of the PROVIDER Marks shall be subject to PROVIDER’s prior written approval in each instance. PROVIDER warrants and represents that it has (or has obtained from all appropriate rights holders) all necessary rights and authority to grant the license granted by it hereunder. GDRTA hereby covenants and agrees that the PROVIDER Marks shall remain the sole and exclusive property of PROVIDER and that GDRTA shall not hold itself out as having any ownership rights with respect thereto.

Any and all goodwill associated with the PROVIDER Marks shall inure directly to the benefit of PROVIDER. GDRTA’s use of PROVIDER Marks must conform to PROVIDER’s usage guidelines and instructions as PROVIDER may provide or update from time to time (and in no event shall the color, style, appearance, or relative dimensions of the PROVIDER Marks be altered or changed in any way).

5. **No Publicity.** Except as may be expressly set forth in Exhibit A, neither Party may issue a press release, post information online (including web sites, social media channels or blogs) or otherwise refer to the other Party in any manner with respect to this Agreement, the Activities or otherwise, without the prior written consent of such other Party, which shall not be unreasonably withheld.

6. **Representations and Warranties; Disclaimer.** Each Party hereby represents and warrants that:

(a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with this Agreement; (d) it will comply with all applicable laws and regulations in its performance of this Agreement; (e) the content, media and other materials used or provided as part of the Activities shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.

7. **Ownership and Feedback.** GDRTA shall remain the owners of all right, title and interest in and to the GDRTA Materials, including any updates, enhancements and new versions thereof, and all related documentation and materials provided or available to PROVIDER or any User in connection with this Agreement. PROVIDER acknowledges and agree that any questions, comments, suggestions, ideas, feedback or other information about the Programs (“Feedback”) provided by PROVIDER to GDRTA are non-confidential and shall become the sole property of GDRTA. GDRTA shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to PROVIDER or any User

8. **Indemnification.**

8.1 **Indemnification by PROVIDER.** PROVIDER agrees to defend, indemnify and hold

harmless GDRTA and its board of trustees, officers, employees, subcontractors and agents from and against all third party claims, suits, causes of action, damages, costs (including reasonable and documented attorneys' fees), judgments and other expenses arising out of or related to (i) PROVIDER's breach of this Agreement; (ii) PROVIDER's violation of the representations and warranties in this Agreement; (iii) any allegation that GDRTA's use of PROVIDER's Marks or intellectual property as permitted herein infringes or misappropriates the intellectual property rights of a third party, including without limitation patent, copyright, trademark or other proprietary or intellectual property rights of such third party; and (iv) PROVIDER's violation of applicable law. Indemnification by GDRTA. GDRTA agrees to defend, indemnify and hold harmless PROVIDER and its trustees, directors, officers, employees, subcontractors and agents from and against all third party claims, suits, causes of action, damages, costs (including reasonable and documented attorneys' fees), judgments and other expenses arising out of or related to (i) GDRTA's breach of this Agreement; (ii) GDRTA's violation of the representations and warranties this Agreement; (iii) any allegation that PROVIDER's use of GDRTA's Marks or intellectual property as permitted herein infringes or misappropriates the intellectual property rights of a third party, including without limitation patent, copyright, trademark or other proprietary or intellectual property rights of such third party; and (iv) GDRTA's violation of applicable law.

8.2 Indemnification Procedure. A Party's obligation to indemnify the other under this Section is subject to the indemnified Party notifying the indemnifying Party promptly in writing of any claim as to which indemnification will be sought and providing the indemnifying Party reasonable cooperation in the defense and settlement thereof. In each case the indemnifying Party will have the exclusive right to defend any such claim, and the indemnifying Party may not settle or compromise such claim without the prior written consent, which shall not be unreasonably withheld, of the indemnified Party. An indemnified Party may, at its sole cost and expense, participate in the defense of a claim with counsel of its own choosing.

9. **LIMITS OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CLAIM FOR ANY INDIRECT, WILLFUL, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF GOODWILL, FOR LOSS OF BUSINESS PROFITS, OR DAMAGES FOR LOSS OF BUSINESS, OR LOSS OR INACCURACY OF DATA OF ANY KIND, OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

10. **Insurance.** PROVIDER will submit before any services provided and at any time during the Term of this Agreement current Certificate of Liability Insurance. During the Term of this Agreement, PROVIDER shall maintain in force during the Term, at Provider's own expense, at least the following insurance coverages:

- a. Workers' Compensation Insurance in accordance with state statutory laws, including Employers' Liability with minimum limits of \$1,000,000 each Accident.
- b. Commercial General Liability Insurance including, but not limited to, product and completed operations, personal and advertising injury and contractual liability coverage with minimum limits of \$1,000,000 Each Occurrence; \$2,000,000 General Aggregate.

- c. Commercial Auto Liability Insurance including a minimum combined single limit of \$1,000,000 each accident and Uninsured/Underinsured motorist coverage with a minimum combined single limit of \$1,000,000.

All policies maintained shall be written as primary policies, not contributing with and not supplemental to coverage PROVIDER may carry and will contain a waiver of subrogation against PROVIDER and its insurance carrier(s) with respect to all obligations assumed by PROVIDER under this Agreement. The fact that PROVIDER has obtained the insurance required hereunder shall in no manner lessen or otherwise affect PROVIDER'S other obligations or liabilities set forth in this Agreement.

11. Termination.

11.1 Termination Events. During the Term of this Agreement, either Party may terminate this Agreement in the event of material breach by the other Party if the breach is not cured by the other Party within fifteen (15) days of written notice thereof provided by the non-breaching Party. Either Party may terminate this Agreement in its entirety at any time without cause by giving thirty (30) days' prior written notice of termination to the other Party. Either Party may terminate the Agreement immediately by written notice to the other Party upon: (i) the other Party becoming insolvent; (ii) the other Party's initiation of any proceeding under Federal bankruptcy or state insolvency law regarding its own bankruptcy, reorganization, or insolvency; (iii) the initiation of any proceeding under Federal bankruptcy or state insolvency laws against the other Party that is not dismissed within sixty (60) days; (iv) the appointment of a receiver or a similar officer for the other Party or for a substantial part of the other Party's property; or (v) the other Party making an assignment for the benefit of creditors or otherwise being reorganized for the benefit of creditors.

11.2 Survival. Any outstanding payment obligations and Sections 3, 5, 6, 7, 8, 9, 10 (for the period specified), 11.2 and 12 shall survive the expiration or termination of this Agreement.

12. General.

12.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Ohio without regard to its conflict of laws provisions. Both Parties hereby consent to exclusive jurisdiction and venue in the state courts in and for Montgomery County, Ohio.

12.2 Notice. Any and all notices permitted or required to be given hereunder shall be in writing and be sent via: (a) hand delivery; (b) registered or certified U.S. mail, return receipt requested, in which case it shall be deemed served on the date received; (c) nationally recognized courier service and shall be deemed served on the date of delivery, or date of refusal; or (d) electronic mail. Unless subsequently changed by written notice, notices shall be delivered or sent to the recipients indicated in Section 7 of Exhibit A. In the event a Party gives notice by electronic mail, such notice must be followed with a written copy of the notice to the receiving Party's legal department or designated legal representative.

12.3 Waiver, Modification. The failure of either Party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either Party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that Party's

right to enforce such provisions or exercise such option. Any modification or amendment to this Agreement shall be effective only if in writing and signed by both Parties.

12.4 Severability. In the event any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement (and each of the remaining terms and conditions contained herein) shall remain in full force and effect.

12.5 Force Majeure. Any delay in or failure by either Party in performance of this Agreement shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected Party including, but not limited to, decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage (each being a “**Force Majeure Event**”). The affected Party will promptly notify the other Party upon becoming aware that any Force Majeure has occurred or is likely to occur and will use its best efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement.

12.6 No Assignment. This Agreement may not be assigned, in whole or in part, by a Party without the prior written consent of the other Party, provided that each Party may assign this agreement to

(a) an affiliate of such Party; or (b) in connection with the sale of all or substantially all of such Party’s equity, business or assets. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of each Party hereto and its respective successors and assigns.

12.7 Relationship of Parties. The Parties shall be independent contractors in their performance under this Agreement, and nothing contained in this Agreement shall be deemed to constitute either Party as the employer, employee, agent or representative of the other Party, or both Parties as joint venturers or partners for any purpose.

12.8 Entire Agreement; Amendment. This Agreement and the exhibits attached hereto contain the full and complete understanding and agreement between the Parties relating to the subject matter hereof and supersede all prior and contemporary understandings and agreements, whether oral or written, relating such subject matter hereof. This Agreement may be executed in one or more counterparts and by exchange of signed counterparts transmitted by facsimile, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument. The Agreement may only be amended or modified through a writing signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**GREATER DAYTON REGIONAL
TRANSIT AUTHORITY**

By: _____
Printed Name: Mark Donaghy
Title: Chief Executive Officer

PROVIDER

By: _____
Printed Name: **[Company or Individual]**
Title: **Title**

EXHIBIT A

ACTIVITIES

1. Overview.

The activities described herein shall take place in Montgomery, Greene and Warren County, Ohio, as set forth in the map attached hereto as Attachment 1 (“Program Area”).

2. Term.

Unless terminated earlier as provided herein, the term of this Agreement shall commence on the Effective Date and continue through **XXXX** (“Term”).

3. Trip Reservations.

- In order for GDRTA to coordinate User reservations, GDRTA will provide User via GDRTA phone system, direct connection to **PROVIDER** reservation telephone line.
 - **PROVIDER** telephone line will be managed by a live person during the following days and hours:
 - **INSERT HERE**
 - **PROVIDER** telephone number: **INSERT # HERE**
- **PROVIDER** must notify GDRTA immediately of any changes to the reservations telephone number provided at the time of the Agreement.

4. Service Delivery

- Users may request a Ride by submitting such request via the **PROVIDER** telephone number (each, a “Request”). Each Request will include all relevant **Service** information, including but not limited to, the User’s first and last name, pick-up and drop-off location, and telephone number (collectively, “User Information”). **PROVIDER** will transmit the Request to available Drivers. In the event a Ride is scheduled for a future date and time, **PROVIDER** will submit the Request to Drivers no later than one hour prior to the scheduled pick-up time. If the Request is accepted by a Driver, the Driver who accepted the Request will provide the Ride to the User. **PROVIDER** or the Driver must contact the User via any available calling or texting method to provide updates on the Request. If the Request is not accepted by a Driver, a notification of non-acceptance will be sent immediately to GDRTA by contacting 937-425-8628. In the event of a cancellation by a Driver, **PROVIDER** will notify GDRTA immediately by contacting 937-425-8628 of such cancellation. Any cancelled Request by **PROVIDER**, Users or no-shows by Users will be subject to the **PROVIDER’s** cancellation policy. All **PROVIDER** rides are subject to Driver availability.
- **PROVIDERS** must provide service within thirty minutes of the requested pick up time.
- **PROVIDER** will be responsible for the safe delivery of all customer trip requests, trip scheduling, and complaints management.

- **PROVIDER** will be responsible for management, reporting, dispatching, operating and maintaining vehicles.
- GDRTA projects that transportation for GDRTA Connect services will be needed 24 hours a day, seven (7) days a week. **PROVIDER** will provide service during the following days and hours:
- **INSERT HERE. PROVIDER** must notify GDRTA immediately of any changes to the days and hours of operation or reservations.
- When submitting a Request, **PROVIDER** consents on behalf of itself and each User to allow the User Information to (a) send transactional voice calls or SMS texts to the User relating to the Request and User's Ride; (b) share the User Information with the Driver who accepted the Request; provided that the Driver will only receive the first name of the User and pick up and drop off location; and (c) use and store the User Information for the internal purposes of **PROVIDER** and will be subject to the GDRTA's Privacy Policy. **PROVIDER** represents and warrants that (i) **PROVIDER** will only submit Requests for Users whom are eighteen (18) years of age or older; and (ii) **PROVIDER** has obtained all necessary consents from each User to share such User Information for the purposes set forth herein. Should the **PROVIDER** receive a Ride Request from a User under the age of eighteen (18) years, the **PROVIDER** will immediately transfer the User to GDRTA at 937-425-8600.
- The **PROVIDER** agrees to provide a telephone number(s) or email(s) so that GDRTA can directly contact **PROVIDER** during all service hours.
 - **INSERT NUMBERS AND EMAILS HERE**
- **PROVIDER** must provide Users a telephone number if Users experience an accident or an issue which threatens the Users personal safety.
- **PROVIDER DRIVER REQUIREMENTS**
 - **PROVIDER** drivers must provide friendly, quality service to all Users.
 - **PROVIDER** is responsible for performing on all drivers', current background checks, Department of Motor Vehicles license checks and current criminal records checks prior to any Drivers performing services related to this Agreement. Any information obtained by the **PROVIDER** which may affect the safety and well-being of the Users and must not allow the Driver(s) to complete any services related to this Agreement. The **PROVIDER** must ensure that all drivers' servicing Users meet and stay current with the following standards:
 - Must be at least 18 years of age
 - Must have at least one (1) year of licensed driving experience in the US and three (3) years if you are under 23 years old
 - Must have a current and valid Ohio driver's license
 - Successful DMV check:
 - More than 3 moving violations in the past 3 years

- No major moving violations in the past 3 years
 - No DUI or other drug- related driving violations in the last 7 years
 - No driving related convictions in the last 7 years
 - Successful criminal background check
- **PROVIDER** and Driver - Mobility Device Service Obligations:
 - Users who use mobility devices (that can safely and securely fit in the vehicle's trunk or backseat without obstructing the driver's view) should be reasonably accommodated by PROVIDER drivers.
 - **PROVIDER** drivers, should make every reasonable effort to transport the User and their mobility device. If the mobility device can't fit after making a reasonable effort to load in the mobility device, it's the **PROVIDER** or driver's responsibility to contact immediately GDRTA at 937-425-8628 and arrange for alternative services.
 - **PROVIDER** drivers must coordinate a safe loading zone away from obstructing traffic. Once the User is safely in their seat, drivers must ask for mobility device storage instructions before disassembling it. Most wheelchairs will fit in in the vehicles trunk or backseat.
 - **PROVIDER** vehicles that have accessible ramps and lifts must be fully operational.
 - **PROVIDER** driver must ensure proper securement of customer and mobility device while on board the vehicle.
 - **PROVIDER** VEHICLE REQUIREMENTS
 - The **PROVIDER** shall use vehicles of the type necessary for such services. All vehicles will be safe and in good operating condition.
 - Vehicles must no more than 15-years-old
 - All vehicle doors must be able to be opened and closed from the interior and exterior. Users must have the ability to unlock and lock their own doors.
 - Vehicles must be able to seat at a minimum 4 passengers in addition to the Driver.
 - Vehicle engine, suspension, steering, and brakes must be fully functional and safe.
 - All seatbelts must be functional.
 - All headlights, turn signals, brake lights, and reverse lights must be functional.
 - Vehicle must be free of major body damage such as dents and scratches.
 - All tires must have sufficient tread.
 - Windshields, windows, and mirrors must be free of any cracks.
 - Windows must be fully functional and able to roll up and down (where applicable).
 - Windshield wipers must be functional and in good condition
 - Vehicle mirrors must be free of cracks
 - Horn must be operable
 - Front passenger seat must have the ability to move forward and backward.
 - Exhaust system must be within state standards, lacking modification and excessive wear.
 - Air conditioning and heat must be fully functional.
 - Vehicles must display **PROVIDER** emblem in plain sight.
 - Must have valid plates with current registration (commercial plates are acceptable). Plates must be located on the front and rear bumper.

- Must have current, valid insurance available at all times, within any vehicle providing services related to this Agreement.
- Not titled as salvage, non-repairable, rebuilt or any other equivalent classification.

5. Additional Obligations.

PROVIDER Obligations.

- All rides subject to this Agreement will be subject to the **PROVIDER** standard ride fare as listed below:
 - **INSERT PROVIDER FARE**
- The **PROVIDER** standard ride fare will be for travel only between locations and/or limited by a geolocations as outlined and detailed in **Attachment 1**. Users will pay \$2.00 per each single trip that does not begin or end at the established GDRTA transfer points as outlined in **Attachment 1** and GDRTA will subsidize the remaining ride fare. For single trips that begin or end at the established GDRTA transfer points as outlined in **Attachment 1**, GDRTA will subsidize the entire standard ride fare.
- Travel is limited to within individual zone as outlined and detailed in **Attachment 1**.
- All no shows and cancellations are subject to **PROVIDER's** no show and/or cancellation policy.
 - Insert Policy and Rates Here
- Each month, along with the invoice, **PROVIDER** will provide GDRTA with a reports regarding the usage RTA Connect services. Each report shall include the data fields as outlined in **Attachment 2 (Reporting)**.
- **PROVIDER** have zero-tolerance drug and alcohol policy for drivers.
- **PROVIDER** have anti-discrimination policies.
- **PROVIDER** have a service animal policy.
- **PROVIDERS** have a no smoking policy.

GDRTA Obligations.

- Users will pay the total ride cost per single trip from the User's Lyft or Uber account for trips that do not begin and end within the same designated zone as outlined in **Attachment 1**. GDRTA will subsidize the total ride fare for single trips that begin and end in the same designated zone. GDRTA agrees to pay for any usage of RTA Connect services, subject to the terms and conditions in this Agreement. Any trips provided outside of the defined service area approved by GDRTA and outlined in this Agreement shall be charged fully to the User's choice of personal payment method such as credit and debit card, cash or coin. GDRTA fare is not an acceptable

form of payment.

- The Parties agree that the intention of this Agreement is to ensure PROVIDER does not spend more than \$XXXX associated with PROVIDER standard fare (“Budget”), unless modified or amended in writing by GDRTA.
 - GDRTA is not obligated to pay the entire Budget to PROVIDER. Payment is only due for completed rides during active course of the Agreement.
- PROVIDER shall implement reasonable procedures to (1) notify GDRTA within two (2) business days of reaching 90% (\$XXXX) of the Budget and (2) cancel or suspend PROVIDER services two (2) business days of reaching the Budget.

6. Fees; Payment.

Each month during the Term, PROVIDER will invoice GDRTA for the full dollar amount for all charges associated with RTA Connect rides requested by Users for the preceding month. Payment is due within thirty (30) days of invoice date. All late payments shall bear interest at the lesser of one and one half percent (1.5%) per month or the maximum allowed by applicable law. PROVIDER has the right to invoice GDRTA for any usage of RTA Connect services by Users, even after expiration of the Term upon establishing proof that GDRTA initiated addition requests for services by Users after the expiration of the Term.

7. Contacts.

For PROVIDER:

Name: Insert
here Phone:
Insert here
Email: Insert
here

For GDRTA:

Name: Sally Brown
Address: 4 S. Main Street, Dayton Ohio 45402
Phone: 937-425-8387
Email: sbrown@greateredaytonrta.org

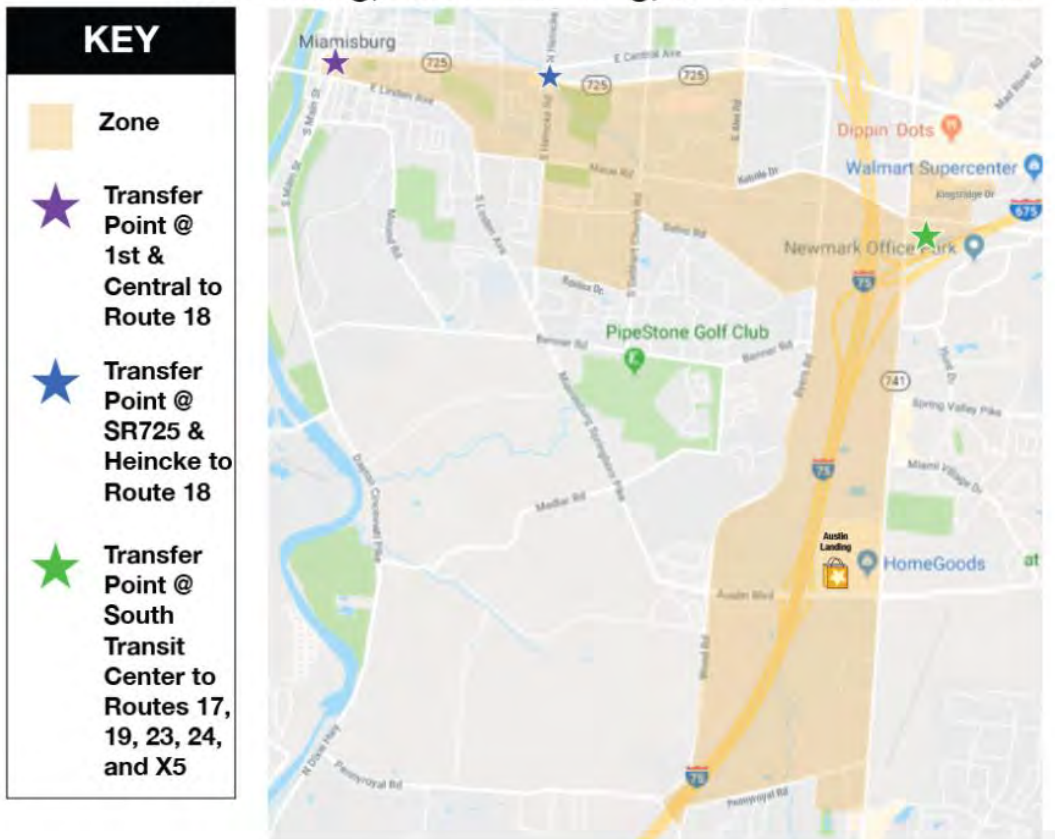
For Montgomery County Courthouse:

41 N Perry St, Dayton, OH 45402

**ATTACHMENT 1
[PROGRAM MAP
AREA]**

The program area for reimbursement for services is defined as any trip that starts and ends within the designated zones.

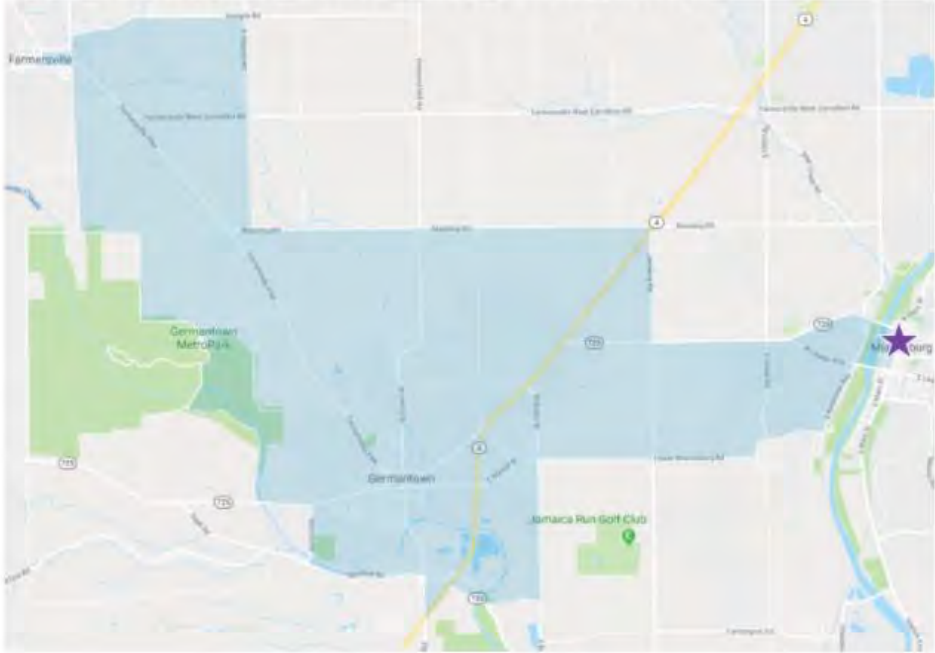
**RTA Connect On-Demand Zone 1:
Miamisburg, Austin Landing, South Transit Center**



**RTA Connect On-Demand Zone 2:
Farmersville, Germantown, Miamisburg**

KEY

-  Zone
-  Transfer Point @ 1st & Central to Route 18



**RTA Connect On-Demand Zone 3:
New Lebanon, Trotwood, Drexel, Westtown Hub**

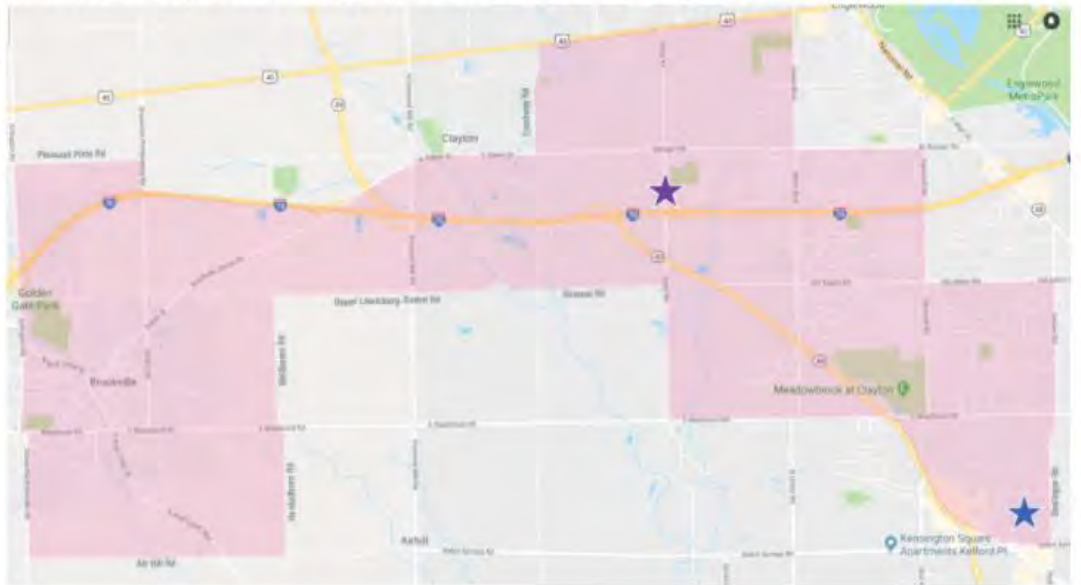
KEY

-  Zone
-  Transfer Point @ Westtown Transit Center to Routes 1, 4, 8, 9, 22, and 24



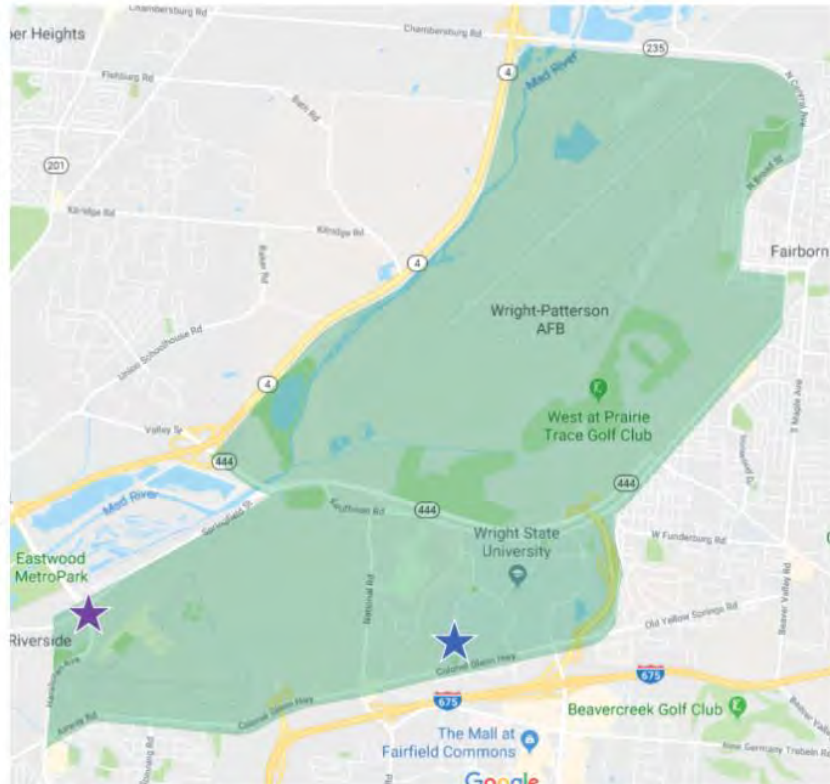
RTA Connect On-Demand Zone 4: Brookville, Clayton, Englewood, Trotwood, Northwest Hub

KEY	
	Zone
	Transfer Point @ Smith & Hoke to Route 16
	Transfer Point @ Northwest Transit Center to Routes 2, 8, 9, 14, 24, 34, and 43



RTA Connect On-Demand Zone 5: Wright-Patterson Air Force Base Area A & B, Air Force Museum, Wright State University

KEY	
	Zone
	Transfer Point @ Old Harshman & Springfield St. to Route 11
	Transfer Point @ WSU Student Union to Route 1



**ATTACHMENT 2
[REPORTING]**

Data fields in report shall include:

- Passenger ID (anonymized)
- Trip length (5 mi ranges)
- Trip duration (5 minute ranges)
- Trip cost (actual)
- Trip subsidy (actual)
- Origin (zip code)
- Destination (zip code)
- Trip time period (AM peak/midday/PM peak/late night)
- Day of travel
- Overall mileage of service
- Overall hours of service

MONTHLY REPORT

Trips Data Decoupled

INVOICE

Passenger ID (Anonymized)	Trip Length (5 mile ranges)	Trip Duration (5 minute ranges)	Trip Cost (Actual)	Trip Subsidy (Actual)
34553	0-5	0-5	\$10.15	\$6.15
347477	15-20	15-20	\$25.35	\$21.35
5586	5-10	5-10	\$11.20	\$7.20
44433	20-25	20-25	\$32.40	\$28.40
			\$79.10	\$63.10

NTD REPORTING

Origin (Zip Code)	Destination (Zip Code)	Trip Time Period (AM Peak/Midday/PM Peak/Late Night)	Day of Travel
032013	031631	AM Peak	Monday
031634	032013	Midday	Tuesday
032013	031633	PM Peak	Thursday
031643	032013	Midday	Sunday

	Weekdays	Weekend	Total
Overall Mileage of Service	38	4.1	42.1
Overall Hours of Service	1.2	1.1	2.3

PART III
PROPOSAL FORMAT

PART III - PROPOSAL FORMAT

Section 1.0: Proposal Evaluation and Selection Process

1.0 Proposal Evaluation and Selection Process

- 1.1 Although all material submitted will be considered by the RTA in the proposal evaluation and selection process, the primary basis of evaluation and selection shall be the documents specified in the Request for Proposal (RFP).
- 1.2 Significant criteria for evaluation and selection include, but are not limited to the following, in descending order according to importance:
 - Requirements outlined within the Scope of Work.
 - Reasonableness of cost.
- 1.3 Method of Award:
 - A. The proposals will be evaluated by a Selection Committee established by the RTA. Proposals will be evaluated on the criteria noted above.
 - B. RTA reserves the right to reject any or all proposals, to accept other than the lowest price proposal, to negotiate separately with any source whatsoever, and to accept the proposals considered to be most advantageous to the RTA.
 - C. The negotiated contract recommendations would then be presented to the RTA Board of Trustees for approval.
 - D. Any matters concerning this procurement will be addressed directly to RTA REP, Greater Dayton Regional Transit Authority (RTA), 4 SOUTH MAIN STREET, Dayton, Ohio 45402, in writing. The Selection Committee members are not to be contacted by any of the proposers regarding this Request for Proposal (RFP).
 - E. If additional information or clarification is required from a proposer, they will be contacted directly. Each proposer will be advised in writing of any award recommendations.
 - F. Multiple firms may be awarded, as deemed appropriate by the RTA. RTA reserves the right to award throughout the duration of this contract period to other qualified providers.

PART III - PROPOSAL FORMAT

Section 2.0: Proposal Format

2.0 *Proposal Format*

The proposal submitted by your firm shall be organized in conformance with the following format:

2.1 Cover Letter

2.2 Service Agreement

2.3 Documentation as listed in Scope of Work

2.4 References:

Provide the names, addresses, telephone numbers, facsimile numbers and email addresses, and a point of contact for five (5) firms for which you are currently providing services of a similar nature as required by the RTA.

2.5 Submittals:

This section shall contain the documents named below.

- Non-Collusion Affidavit
- Personal Property Tax Affidavit
- Acknowledgement of Addenda
- Letter of AAAP Approval from the City of Dayton Human Relations Council

2.6 Proposal Submission:

When submitting your proposal, it is imperative that the RTA receives one (1) original and five (5) copies of your firm's proposal.

PART III - PROPOSAL FORMAT

Section 3.0: Cost and Pricing

3.0 *Cost and Pricing*

3.1 Contract Type:

The contract that may result from this Request for Proposal shall be a firm fixed price type contract.

3.2 Pricing Form:

Each proposer shall submit in sufficient detail the cost to provide CONNECT ON DEMAND for a FIVE YEAR PERIOD.

GD 20-27 Connect on Demand Pricing			
	Year 1	Year 2	Year 3
Trip Within Outlined Location			
Base Fare	\$	\$	\$
Minimum	\$	\$	\$
Per Mile	\$	\$	\$
Per Minute	\$	\$	\$
Trip Outside Outlined Area			
Door-to-Door Service	\$	\$	\$

GD 20-27 Connect on Demand Pricing		
	Year 4	Year 5
Trip Within Outlined Location		
Base Fare	\$	\$
Minimum	\$	\$
Per Mile	\$	\$
Per Minute	\$	\$
Trip Outside Outlined Area		
Door-to-Door Service		\$

**PART IV
PROPOSAL SUBMISSION**

PART IV – PROPOSAL SUBMISSION

The Greater Dayton Regional Transit Authority

Proposal Requirement

ADDENDA ACKNOWLEDGMENT FORM

Proposers must indicate below the addenda received and the dates addenda were received. (*If none received, write "none received".*)

Addendum No. _____	Date Received: _____
Addendum No. _____	Date Received: _____
Addendum No. _____	Date Received: _____
Addendum No. _____	Date Received: _____
Addendum No. _____	Date Received: _____
Addendum No. _____	Date Received: _____

Name of individual, partner or corporation:

Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____

E-Mail Address: _____

Name Printed: _____

Authorized Signature: _____

Title: _____

PROPOSER'S REQUIREMENT

CITY OF DAYTON AFFIRMATIVE ACTION ASSURANCE (AAA) CERTIFICATION

Insert Here:

(Refer to Section 4, Paragraph 4.7, Nondiscrimination Clause)

Note: All proposers must submit with their proposal a copy of the email from the City of Dayton's Human Relations Council (HRC), stating that their application for Affirmative Action Assurance (AAA) certification has been approved. Failure to furnish a copy of the AAA approval email from the City of Dayton's HRC may be cause for rejection of the proposal.

In order to receive the AAA approval email, vendor must first log onto the City of Dayton's vendor certification portal, CityBOTS (www.citybots.com), and complete the online AAA form. To obtain CityBOTS login credentials, vendor must go to www.citybots.com, click the "Request Login" button, and follow the instructions. (If vendor's Tax ID number does not exist in the City of Dayton's CityBOTS database, they will need to contact the HRC's Business & Technical Assistance team at bta@daytonohio.gov or (937) 333-1403 to set up a CityBOTS account.)

Once the online AAA form is submitted for approval, the HRC will process it **within 5 business days**. Vendor will then receive an email explaining the status of their AAA certification.

If an approval email is not received by the proposal due date, vendor is to write "Application Pending" on the this page and on the applicable line in PART IV – PROPOSAL SUBMISSION, SUMMARY OF PROPOSAL REQUIREMENTS. A copy of the approval email must be received within five (5) business days after the proposal due date.

The proposal of any firm, who in RTA's judgment has failed to comply with such laws and regulations, may be considered non-responsive, and may be rejected.

The Greater Dayton Regional Transit Authority

Proposal Requirement

NON-COLLUSION AFFIDAVIT

NOTE: Each proposer shall furnish this affidavit, properly executed and containing all required information, with their proposal.

IF YOU FAIL TO COMPLY, YOUR PROPOSAL WILL NOT BE CONSIDERED.

STATE OF _____ }
COUNTY _____ } SS: NON-COLLUSION AFFIDAVIT

_____ being first duly sworn deposes and says:

Individual only: That he is an individual doing business under the name of _____ at _____ in the City _____ of _____ State of _____ .

Partnership only: That he is the duly authorized representative of a partnership doing business under the name of _____ at _____ in the City _____ of _____ State of _____ .

Corporation only: That he is the duly authorized, qualified and acting of _____, a corporation organized and existing under the laws of the State of _____, and that he, said partnership or said corporation, is filing herewith a proposal to the Greater Dayton Regional Transit Authority in conformity with the foregoing specifications.

Individual only: Affiant further says that the following is a complete and accurate list of the names and addresses of all persons interested in said proposed contract:
Affiant further says that he is represented by the following attorney(s):
and is also represented by the following resident agents in the City of Dayton:

Partnership only: Affiant further says that the following is a complete and accurate list of the names and addresses of the members of said partnership: _____

Affiant further says that said partnership is represented by the following attorney(s):

and is also represented by the following resident agents in the City of Dayton:

Corporation only: Affiant further says that the following is a complete and accurate list of the officers, directors and attorney(s) of said corporation:

President: _____

Directors: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Local Manager of Statutory Agent: _____

Attorney(s): _____

And that the following officers are authorized to execute contracts on behalf of said corporation: _____

Affiant further says that the proposal filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such proposal is genuine and not collusion or sham; that said proposer has not, directly or indirectly, induced or solicited any other proposer to put in a false or sham proposing, and has not directly or indirectly, colluded, conspired, connived or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing, that said proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the proposal price of said proposer or of any other proposer or to fix any overhead, profit, or cost element of such proposal price or that of any other proposer, or to secure any advantage against the Greater Dayton Regional Transit Authority, or anyone interested in the proposed contract; that all statements contained in such proposal are true; that said proposer has not directly, or indirectly, submitted his price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly,

any money or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the contract above referred to, to any

corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, except such persons as herein above disclosed to have a partnership or other financial interest with said proposer will not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual, for aid or assistance in securing contract above referred to in the event the same is awarded to

Further Affiant saith not.

(Sign
here) _____

Sworn to before me and subscribed in my presence this _____ day of _____ ,
20 ____ .

(Notary Public)

My Commission Expires: _____ (SEAL)

The Greater Dayton Regional Transit Authority

PERSONAL PROPERTY TAX AFFIDAVIT
(O.R.C. 5719.042)

The person making a proposal shall submit to the RTA 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 proposal was submitted with any delinquent personal property taxes on the general tax 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 thirty (30) days of the date it is submitted.

STATE OF _____
COUNTY OF _____

The undersigned being first duly sworn states that he/she is (check one):

[] the proposer OR [] the duly-authorized representative of the proposer

to whom a contract pursuant to Request for Proposal No. GD 20-27 for Connect on Demand was awarded; and further states that, at the time the proposers' proposal was submitted (check and complete as required):

[] proposer was not charged with any delinquent personal property taxes on the general tax list of personal property of _____ (County, State)

[] proposer was charged with delinquent personal property taxes on the general tax list of personal property of _____ as follows: (County, State)

\$ _____ in due and unpaid delinquent taxes
\$ _____ in due and unpaid penalties and interest thereon

Name of Proposer: _____
Authorized Signature: _____
Title: _____
Company: _____
Address: _____
City, State, Zip: _____

Sworn to before me and subscribed in my presence this _____ day of _____, 20____.

(Notary Public's Signature)

My Commission Expires: _____ (SEAL)

