

## **NOTICE TO PROSPECTIVE PROPOSERS**

This Request for Proposals (RFP) is provided to you in anticipation that your company will submit a proposal to COTA. We encourage you to review and respond to the requirements of this RFP.

**The proposal MUST include the following:**

- One (1) Copy of the Technical Proposal
- One (1) Copy of the Price Proposal
- Information Contained in Part IV - Proposal Submission
- Non-Collusion Affidavit
- Certification Regarding Delinquent Taxes
- Certification of Restrictions on Lobbying
- Certification Regarding Debarment, Suspension and Other Responsibility Matters
- Acknowledgement of Addendum Receipt
- Non-conflict Affidavit
- Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization
- Certification of Compliance with Section 3517.13 of the Ohio Revised Code

A vendor registration form must be on file in COTA's Supply Management Department prior to contract award. A copy of this form is available at [www.cota.com](http://www.cota.com).

Any questions regarding this solicitation should be presented via email to the attention of Joshua Traenkle, Director of Supply Management at [TraenkleJA@cota.com](mailto:TraenkleJA@cota.com) by no later than July 21, 2020 - 5:00 p.m. EST.



**TO: ALL PROPOSERS**

**FROM: JOSHUA TRAENKLE, DIRECTOR OF SUPPLY MANAGEMENT**

**DATE: JULY 8, 2020**

**SUBJECT: REQUEST FOR PROPOSALS FOR A FARE COLLECTION SYSTEM ASSESSMENT- RFP #2020-16**

**PRE-PROPOSAL CONFERENCE: JULY 20, 2020 – 1:00 PM EDT  
(WEBINAR)**

**PROPOSALS DUE: JULY 31, 2020 – 2:00 PM EDT**

The Central Ohio Transit Authority (COTA) is soliciting competitive proposals for a Document/Content Management Solution.

All proposals that are submitted shall be in effect for a period of sixty (60) days after the date of submittal.

Please forward one (1) original proposal to the attention of **Joshua Traenkle, Director of Supply Management, by 2:00 p.m. on July 31, 2020.**

COTA reserves the right to reject any and all proposals.

**REQUEST FOR PROPOSALS FOR A FARE COLLECTON SYSTEM ASSESSMENT**

**RFP#2020-16**

**ISSUED BY**

**THE CENTRAL OHIO TRANSIT AUTHORITY  
33 NORTH HIGH STREET  
COLUMBUS, OHIO 43215**

**JULY 8, 2020**

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**FARE COLLECTION SYSTEM ASSESSMENT**  
**RFP #2020-16**

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## **PART I: INTRODUCTION AND INSTRUCTIONS**

## **PART I: INTRODUCTION AND INSTRUCTIONS**

### SECTION 1: DEFINITIONS

#### 1. DEFINITIONS

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

##### 1.1. COTA

Central Ohio Transit Authority

##### 1.2. Proposal

Documents offered by Proposer to COTA pursuant to this Request for Proposal.

##### 1.3. Proposer

Company or companies which offer a Proposal pursuant to this RFP.

##### 1.4. The Contractor

The successful Proposer who will enter into contract negotiations with COTA at the conclusion of the Proposal selection process.

### SECTION 2: COTA BACKGROUND

#### 2.1. Location

The following are the locations of COTA facilities:

- 1600 McKinley Avenue, Columbus, Ohio (Bus Maintenance and Storage Facility and Customer Service)
- 1333 Fields Avenue, Columbus, Ohio 43201 (Bus Maintenance and Storage Facility)
- 1330 Fields Avenue, Columbus, Ohio 43201 (Mobility Services)
- Linden Transit Center, 1390 Cleveland Avenue, Columbus, Ohio 43211
- Easton Transit Center, 4260 Stelzer Road, Columbus, Ohio 43230
- Near East Transit Center, 1125 E. Main St., Columbus Ohio 43205
- 33 North High Street, Columbus, OH 43215 (Administrative Offices and Sales)

#### 2.2. History

COTA, a political subdivision of the state of Ohio, is a regional transit authority created pursuant to Ohio Revised Code, Section 306.30 through 306.53. COTA undertook operation of a bus mass transportation system within Franklin County and portions of Delaware and Licking Counties on January 1, 1974.

### 2.3. Powers and Responsibilities

COTA has the power to acquire, construct, improve, extend, repair, lease, operate, maintain, and manage transit facilities within or without its territorial boundaries as deemed necessary for the accomplishment of the purpose of its organization. COTA has the power of eminent domain and has the further power to construct and own facilities which will improve the transit operation under its jurisdiction.

## SECTION 3: INSTRUCTIONS

### 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

Proposers must submit one (1) copy of their proposal by email to [purchasing@cota.com](mailto:purchasing@cota.com) to the attention of Joshua Traenkle, Director of Supply Management. The email must contain the content denoted below:

Attention:	Joshua Traenkle, Director of Supply Management
Department:	Supply Management
RFP Number:	RFP #2020-16
Proposal Due Date:	July 31, 2020 - 2:00 P.M. EDT
Project Name:	Request for Proposals for Fare Collection System Assessment

Fax proposals and oral proposals are not acceptable.

A Proposer's failure to submit their proposal prior to the deadline will cause their proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation. The Proposer is responsible for all costs associated with the preparation and submittal of his/her proposal.

### 3.3. Proposal Modification

Written changes to submit Proposals will be accepted if received by COTA prior to the proposal deadline, but only emailed to [TraenkleJA@cota.com](mailto:TraenkleJA@cota.com), CHANGE TO PROPOSAL "REQUEST FOR PROPOSALS FOR A FARE COLLECTION SYSTEM ASSESSMENT - RFP#2020-16." All changes received after the Proposal deadline will not be opened or considered.

### 3.4. Right of Rejection

Proposers must comply with all of the terms of the RFP, and all applicable local, state, and Federal laws and regulations. COTA may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Minor informalities, that do not affect responsiveness, that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other offers; that do not change the meaning or scope of the RFP; that are trivial, negligible, or immaterial in nature; that do not reflect a material change in the work; or, that do not constitute a substantial reservation against a requirement or provision may be waived by the Director of Supply Management.

COTA reserves the right to refrain from making an award if it determines that to be in its best interest.

### 3.5. Amendments to RFP

Any clarifications or further instructions to Proposers will be sent to all Proposers in addendum form. All questions and comments regarding the information contained within this proposal must be submitted via e-mail to Joshua Traenkle, Director of Supply Management, at [TraenkleJA@cota.com](mailto:TraenkleJA@cota.com) by **July 21, 2020 – 5:00 p.m. EST.**

- (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (b) Proposers shall acknowledge receipt of any amendment to this solicitation:
  - (1) By signing and returning ACKNOWLEDGEMENT OF ADDENDA. COTA must receive the acknowledgement by the time and at the place specified for receipt of proposals.

### 3.6. 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 will 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 COTA, which is enclosed with the RFP.



### 3.7. Right of Award

COTA reserves the right to select Contractor on the basis of Proposals received, without seeking further information or clarification from Proposers. A contract will be awarded to the Contractor who provides the most advantageous offer to COTA, with price and other factors considered.

### 3.8. Funding

The proposed contract may be funded with local funds.

### 3.9. Proposal Acceptance

The submitted proposal shall be open for acceptance for ninety (90) days from the proposal opening date. Any proposal submitted pursuant to this solicitation shall constitute an offer based on the terms included herein and shall constitute the contract under which COTA and the Contractor shall perform, unless otherwise modified by mutual agreement of the parties. In no event will changes, amendments, modifications or addendum, written or oral be considered after the Contractor's submission of his/her proposal without the express written consent of COTA's Director of Supply Management.

### 3.10. Required Review

Proposers should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and objectionable material must be made in writing and sent via e-mail to the Director of Supply Management at [TraenkIJA@cota.com](mailto:TraenkIJA@cota.com) by July 21, 2020 – 5:00 PM EST. This will allow issuance of any necessary amendments.

It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made.

### 3.11. Questions Received Prior to Opening of Proposals

All questions must be in writing and directed to the Supply Management office, addressed to the Director of Supply Management.

Two types of questions generally arise. One may be answered by directing the question to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The Director of Supply Management will make that decision.

### 3.12. Alternative Proposals

Alternative proposals (proposals that offer something different than what is asked for) will be rejected.

### 3.13. Disclosure of Proposal Contents

All proposal information, including detailed cost information, will be held in confidence during the evaluation process and prior to the time a notice of intent to award is issued. Thereafter, proposals will become public information.

### 3.14. Confidentiality of Proposals

Access to government records is governed by the State of Ohio. Except as otherwise required by Ohio law, COTA will be exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted in the proposal. Any such proprietary information, trade secrets or confidential commercial and financial information which an offeror believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole plates or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

### 3.15. Subcontractors

Subcontractors may be used to perform work under this contract. If a Proposer intends to use subcontractors, the Proposer must identify, in their proposal, the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the proposer must provide the following information concerning each prospective subcontractor within five working days from the date of COTA's request.

- (A) Complete name of the subcontractor.
- (B) Complete address of the subcontractor.
- (C) Type of work the subcontractor will be performing.
- (D) Percentage of work the subcontractor will be providing.
- (E) A written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

A Proposer's failure to provide this information, within the time set, may cause COTA to consider their proposal non-responsive and reject the proposal.

The substitution of one subcontractor for another may be made only at the discretion of the Director of Supply Management and with prior written approval from the Director of Supply Management.

### 3.16. Bid Protest Procedures

#### General

Protests will only be accepted from interested parties whose direct economic interest would be affected by the award of the contract or refusal to award a contract. The Director of Supply Management will consider all such protests, whether submitted before or after the award of a contract. If oral objections are raised and the matter cannot be resolved to the satisfaction of the objector, a written protest shall be required before any further consideration is given. Notice of any protest and the basis therefore shall be given to all bidders or offerors. Protest submissions should be concise, logically arrange and clearly state the grounds for the protest. Protests must be addressed to the Director of Supply Management and include the following information.

- \* Name, address and telephone number of protestor.
- \* Identification of the solicitation or contract number.
- \* A detailed statement of the legal and factual grounds of protest, including copies of relevant documents.
- \* A statement as to what relief is requested.

All protest documents submitted to the Supply Management Department shall be stamped with date and time received and logged into a protest file folder.

#### Protests Before Award

Protests before award must be submitted as specified below. If the written protest is not received by the time specified, evaluation process shall continue in the normal manner unless the Director of Supply Management, upon investigation finds that remedial action is desirable, in which event such action shall be taken.

The protests addressing the adequacy of Requests for Bids, Requests for Proposals, including without limitation, the pre-award procedure, the Instructions to Bidders, General Terms and Conditions, specifications and statement of work, must be filed at the Supply Management Department no later than three (3) days before bid opening date. Thereafter, such issues are deemed waived by all interested parties. Bids received shall not be opened prior to the resolution of the protest unless the Director of Supply Management determines that:

- \* The items to be procured are urgently required; or

- \* Delivery or performance will be unduly delayed by failure to make the award promptly; or
- \* Failure to make prompt award will otherwise cause undue harm to COTA or the state or federal government.

In addition, when a protest against the making of an award is received, and the Director of Supply Management determines to withhold the award pending disposition of the protest, the bidders whose bids might become eligible for award shall be requested, before expiration of the time for acceptance of their bids, to extend the time for acceptance (with consent of sureties, if any) to avoid the need for re-advertising.

Where a written protest has been filed prior to award, the contract shall not be awarded until five (5) days after the matter is resolved.

If award is made, the Director of Supply Management shall document the file to explain the need for an award and shall give written notice of the decision to proceed with the award to the protestor, and as appropriate, to others concerned.

#### Protests After Award

Protest against award must be filed with the Supply Management Department and within five (5) days immediately following the award. The protest shall be received by the Director of Supply Management. The contractor/awardee shall in any event be furnished with the notice of protest and the basis therefore. Also, when it appears likely that an award may be invalidated and a delay in receiving the supplies or service is not prejudicial to COTA's interest, the Director of Supply Management shall consider a mutual agreement with the contractor to suspend performance on a no-cost basis.

#### Decision on Protest

The Director of Supply Management shall render his/her decision in writing within fourteen (14) days from the receipt of the written protest and shall provide notice of such decision to all interested parties.

#### Definitions

- a. "Days" refers to working days of the federal government.
- b. "File or submit" date of receipt by COTA.
- c. "Interested Party" includes all bidders/offerors that have a substantial economic interest in a portion of the RFB or RFP.

### 3.17. Single Offer, if Received

If only an offer is received, COTA may require that the Proposer provide a cost analysis or a price comparison between the bid price and that of similar equipment, materials, supplies, and/or services to assure that the bid price is fair and reasonable.

If requested, the Proposer shall provide the cost analysis or price comparison within five (5) days of the date requested. COTA reserves the right to reject or accept the offer on the basis of the cost analysis or price comparison.

### 3.18. Personnel

In submitting their proposals, Proposers are representing that the personnel described in their proposals shall be available to perform the services described, barring illness, accident or other unforeseeable events of a similar nature. Furthermore, all personnel shall be considered to be, at all times, the sole employees of the service provider, under his or her sole discretion, and not employees or agents of COTA.

### 3.19. Unacceptable Proposals

COTA reserves the right to reject any proposal received from a Proposer that is currently in default on any obligation to COTA, either contractually or financially as a principal or surety, or who has failed to perform faithfully any previous contract with COTA.

### 3.20. Taxes

COTA is exempt at time of purchase from all sales, excise, and transportation taxes, except State of Ohio gasoline tax. Exemption certificates are available and will be furnished by COTA upon request after Contract award. The price bid shall be exclusive of all such taxes, and will be so construed.

### 3.21. Authorized Signature

All proposals must be signed by an individual authorized to bind the proposer to the provisions of the RFP. Proposals must remain open and valid for at least ninety (90) days from the opening date.

### 3.22. Discussions with Proposers

COTA may conduct discussions with proposers for the purpose of clarification. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections and identified by the Director of Supply Management. Discussions will only be held with proposers who have submitted a proposal deemed reasonably susceptible for award by the Director of Supply Management.

Discussions, if held, will be after initial evaluation of proposals by COTA. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the Director of Supply Management may set a time for best and final proposal submissions from those proposers with whom discussions were held. Proposals may be re-evaluated after receipt of best and final proposal submissions.

### 3.23. Evaluation of Proposals

An evaluation committee made up of COTA staff will evaluate proposals. The evaluation will be based solely on the evaluation criteria set out in Section IV of this RFP.

### 3.24. Proposal as Part of Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

### 3.25. Additional Terms and Conditions

COTA reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

### 3.26. Time for Executing Contract and Damages for Failure to Execute

In the event any offeror whose proposal has been accepted shall fail or refuse to execute the Contract as hereinbefore provided, COTA may, at its option determine that such offeror is in breach of the contract and that COTA shall be entitled to liquidated damages as provided below.

The damages to COTA for such breach shall be the amount of difference in the total cost between the failed offer and that of the next offer that is most advantageous to COTA plus any expenses involved, including legal fees, in connection with delay in execution of a new contract, as well as any other damages permitted by law.

### 3.27. Delinquent Personal Property Tax

Each bidder is required to submit with his proposal a statement affirmed under oath that he is not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property in Franklin County, Ohio. Bidders shall indicate if applicable, 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 to the county treasurer within thirty (30) days of the date it is submitted. This statement must be on the form provided by COTA which is attached to this proposal.

3.28 Ambiguity, Conflict or other Errors In RFP

If an offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify COTA's Director of Supply Management of such error in writing and request modification or clarification of the document. Modifications will be made by issuing a revision and will be given by written notice to all parties who have received this RFP from COTA's Supply Management Department. The offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the RFP prior to submitting the proposal or it shall be deemed waived.

3.29 Proposals and Presentation Cost

COTA will not be liable in any way for any costs incurred by offerors in the preparation of their proposals in response to this RFP nor for the presentation of their proposals and/or participation in any discussions or negotiations.

3.30. Acceptance of Conditions

Include any exceptions to the general terms and conditions of the RFP. Preface any exception with a reference to the corresponding section or paragraph and page number.

3.31. Contract Duration

The proposed contract duration shall be for three (3) years, estimated to commence on or around September 1, 2020 and expire August 31, 2023, with an option to extend for two (2) additional one (1) year terms.

3.32. Debarred Bidders Provision

The Contractor, including any of its officers or holders of a controlling interest, is obligated to inform COTA whether or not it is or has been on any debarred bidders list maintained by the United States Government. Should the Contractor be included on such a list during the performance of this contract, it shall so inform COTA.

3.33 Solicitation Schedule

The following solicitation schedule is tentative and subject to change:

Proposals Due – July 31, 2020  
Proposals Evaluated- August 3, 2020 – August 5, 2020  
On-Site Interviews (if necessary) – August 10- 14, 2020  
Negotiations (if necessary) – August 11-15, 2020  
Contract Award- August 26, 2020

### 3.34. Public Notary

Electronic notarization of proposal forms will be accepted. All proposers should reference Ohio Revised Code Section 147.60 and Section 147.66 in regards to the electronic notarization of forms. Notary Publics authorized to perform online notarizations can be located at the following link:

<https://notarysearch.ohiosos.gov/ords/f?p=ENSEARCH:SEARCH:10972466757418:::1::>

### 3.35. Pre-Proposal Conference (Webinar)

A pre-proposal conference will be held on **July 20, 2020 at 1:00 p.m.** to allow for questions regarding this solicitation. To attend the webinar go to:

<https://cotabus.webex.com/cotabus/onstage/g.php?MTID=e39ce07346dacfbc95e603855e804c351>. When joining the webinar you will be required to sign in, supply your name, company, phone number, email, indicate the pre-proposal conference(s) you are attending and company disadvantaged business enterprise status. All prospective proposers are urged to attend.

A Proposers not attending the Pre-Proposal Conference will be deemed to be knowledgeable of COTA's requirements and this RFP.



## **PART II: CONTRACT CLAUSES**

## **PART II: CONTRACT CLAUSES**

### **SECTION 1: TERMS AND CONDITIONS**

#### **1.1. Disputes**

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by COTA, which shall reduce its decision to writing and mail or otherwise furnish a copy of same to the Contractor. COTA's decision shall be final and conclusive unless, within fifteen days from the date of such copy, the Contractor mails or otherwise furnishes to COTA a written notice of appeal.

In the event COTA's decision is the subject of an appeal, such dispute shall be settled by binding arbitration. Pending any binding arbitrativ or administrative decision, appeal, or judgment referred to in this article for the settlement of any dispute arising under this Contract, the Contractor shall proceed diligently with the performance of this Contract.

#### **1.2. Equal Employment Opportunity**

In connection with execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

To the extent required by law, the Contractor will comply with Executive Order 11246, "Equal Employment Opportunity," as amended and supplemented and/or any applicable state requiring contractors have an affirmative action program.

#### **1.3. Disadvantaged Business Enterprise (DBE) Compliance Requirements**

In accordance with 23 USC 101(b) and the U.S. Department of Transportation, DBE regulations, 49 CFR Part 26, it is the policy of COTA to utilize ready, willing, and able disadvantaged and small businesses and to use the best efforts possible to level the playing field in the market place ensuring these firms have the opportunity to participate in the procurement process. COTA is required by 49 CFR Part 26 to establish DBE goals annually. COTA has established race conscious and race neutral initiatives in the DBE annual and contract specific goals to provide opportunities in all procurement activities.

In cases where COTA does not establish a race conscious goal on a contract, COTA fully expects its prime contractors to make good faith efforts to enter into subcontracts with DBEs and small businesses to the maximum extent possible to ensure that COTA meets its annual DBE goal requirement.

#### 1.4. Contract Termination

COTA may, by written notice to the Contractor, terminate the whole, or any part of, this Contract.

1.4.1. Termination for Default. If the Contractor fails to make delivery of the goods or to perform the services within the time specified herein or any extension thereof, or if the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms and, in either of these two circumstances, does not cure such failure within a period of ten (10) days after receiving such notice from COTA, COTA will terminate the contract for default. Thereafter, COTA may have the work completed and the Contractor shall be liable for any resulting cost to COTA in excess of contract sum. Thirty day advance notice is waived in the event of termination for default.

1.4.2. Termination for Convenience. The performance of work under this contract may be terminated in whole or, from time to time, in part by COTA whenever for any reason. COTA shall determine that such termination is in the best interest of COTA. Termination of work hereunder shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective. In the event that this contract is terminated for convenience of COTA without a thirty (30) day advance written notice, then COTA shall negotiate reasonable termination costs, if applicable.

#### 1.5. Covenant Against Contingent Fees

The 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, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, COTA 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.

1.6. Indemnification

The Contractor agrees that during the term of this contract, it shall defend, indemnify, and save harmless COTA, its officers, employees, agents, and Board of Trustees from any and all liability claims, suits, actions, damages, costs or other consequences resulting from any act, omission or negligence of, or chargeable to the Contractor, or any employee thereof arising under and pursuant to this contract.

1.7. 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 considered as a contract made and to be performed in the City of Columbus and the State of Ohio.

1.8. State Industrial Compensation

The Contractor shall comply with the state law known as the Workers Compensation Act, Chapter 4123, Ohio Revised Code, or such similar statute in force in the jurisdiction in which the work is performed, and shall, if required, 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 the Contractor, and shall relieve COTA from any costs due to accidents or other liabilities, mentioned in said Act. If the 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 COTA proof of such status. The Contractor shall tender to COTA a certificate evidencing its compliance with the Workers Compensation Act prior to contract execution.

1.9. Status of the Contractor

The 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 COTA from any such contributions or taxes or liability therefore.

The Contractor shall be and remain an Independent Contractor for all personal services supplied under this contract, if any. As an Independent Contractor, COTA does not consider Contractor a public employee and will not make contributions to the Ohio Public Employee Retirement System (OPERS) on Contractor's behalf. If Contractor provides personal services under this contract, Ohio law requires that Contractor acknowledge, in writing, that is has been informed of its status as an Independent Contractor or other classification other than public employee for the services described in this contract and contributions to OPERS will not be made on Contractor's behalf for these services.

1.10 Liability Insurance

The Contractor shall have and maintain during the life of the contract such Comprehensive (Business) Automobile Liability (all owned, hired, and non-owned) Insurance as shall protect the Contractor for claims arising out of the ownership operation, maintenance and use of land motor vehicles and trailers intended for use therewith.

Workers' Compensation and Employer's Liability

Workers Compensation	Statutory Amount
Employer's Liability	\$1,000,000 each occurrence

Comprehensive General Liability

Combined Single Limit	\$1,000,000 per occurrence
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The Contractor shall have and maintain during the life of the contract such Bodily Injury Liability and property damage liability insurance as shall protect Contractor from claims from bodily injury and property damage arising from the Contractor's operations under the contract, whether such operations are conducted by Contractor or by any subcontractor of said contractor. Contractor shall name COTA as an additional insured on Comprehensive General Liability only and furnish a certificate of insurance to COTA evidencing the required insurance.

1.11. Compliance with Laws

The Contractor agrees that it will comply with all federal, state, municipal and local laws, rules and regulations that may be applicable to this Contract.

1.12. Assignment

The Contractor shall not assign, transfer, convey, subcontract, or otherwise dispose of this Contract or his right, title to, interest in the contract or any part thereof without previous consent in writing of COTA endorsed hereon or attached hereto. If the Contractor does not obtain consent in writing from COTA prior to assignment of this contract, any such assignment shall be considered void.

1.13. Title VI, Civil Rights Act of 1964, Compliance

1.13.1. Compliance with Regulations. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 14, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

1.13.2. Nondiscrimination. The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 14.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

1.13.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.

1.13.4. Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by COTA or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to COTA, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.13.5. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, COTA shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or;
- (b) Cancellation, termination or suspension of the Contract, in whole or in part.

1.13.6. Incorporation of Provisions. The Contractor shall include the provisions of Section 1.13.1 through 1.13.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontractor or procurement as COTA or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request COTA to enter into such litigation to protect the interests of COTA, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

1.14. Notification of Material Changes in Business

Contractor agrees that if it experiences any material changes in its business including, without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., it agrees to immediately notify COTA's Director of Supply Management of the changes.

Contractor also agrees to immediately notify the Director of Supply Management of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to COTA.

1.15. Manner of Performance

The Contractor represents that it has the requisite expertise, ability and legal right to render the services and will perform the services in an efficient manner. Each of the Contractor's employees performing services will have the expertise to perform assigned services in an efficient manner.

1.16. Confidentiality

In the course of this Agreement, it is anticipated that the Contractor will learn information that COTA regards as confidential or proprietary. The Contractor will keep confidential this information and any other information which Contractor may acquire with respect to COTA's business, unless and until COTA consents to disclosure, or unless such knowledge and information otherwise becomes generally available to the public through no fault of Contractor.

1.17. Conflicts in Contract Documents

If the provisions of any Contract document conflict with the provisions of any other Contract document, either specifically or as to intent, the provisions of the Contract Clauses shall control.

1.18. Duty to Inform

If at any time during the performance of this Contract, the Contractor becomes aware of actual or potential problems, fault or defect in the project or any nonconformance with any contract document, State, or local law, rule, or regulation, the Contractor shall give immediate written notice thereof to COTA's Director of Supply Management.

1.19. Energy Conservation

The Contractor and all of its subcontractors shall recognize 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. Section 6314, et seq.).

1.20. Delivery

Time is of the essence of this Contract, and if delivery of goods or rendering of services is not completed by the time promised, COTA reserves the right without liability in addition to its other rights and remedies to terminate this Contract by notice effective when received by Contractor as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge Contractor with any loss incurred.

1.21. Modification to Contract

Written Change Orders: Oral change orders are not permitted. No change in this contract shall be made unless COTA's Director of Supply Management gives the prior written approval therefore. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the contract. Change Order Procedure:

Within 30 calendar days after receipt of the written change order to modify the contract, the Contractor shall submit to COTA's Director of Supply Management a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the Contractor and COTA's Director of Supply Management. At that time a detailed modification shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the contracts disputes clause.



#### 1.22 Prohibited Interest

No member, officer, trustee, or employee of COTA 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.

#### 1.23. Notification of Delay

The Contractor shall notify COTA's Director of Supply Management as soon as the Contractor has, or should have, knowledge that an event occurred which will delay providing information or services as requested. Within five (5) days, the Contractor shall confirm such notice in writing furnishing detail as is available.

#### 1.24. Request for Extension

Contractor agrees to supply, as soon as such data is available, any reasonable proof that is required by the Director of Supply Management to make a decision of any Contractor request for extension. The Director of Supply Management shall examine the request and any documents supplied by the Contractor and shall determine, acting judicially, (1) whether the Contractor is entitled to an extension, and (2) and the duration of such extension. The Contractor shall be notified of the Director of Supply Management decision in writing. The Director of Supply Management's decision shall be final. No extensions to the contract's requirements shall exist unless granted by the Director of Supply Management in writing. It is expressly understood and agreed that the Contractor shall not be entitled to damages or compensation and shall not be reimbursed for losses on account of delays resulting from any cause under this section.

#### 1.25. Inspection Services

Definitions. "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services. If any of the services do not conform with contract requirements, COTA may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount.

When the defects in services cannot be corrected by reperformance, COTA may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and (2) reduce the contract price to reflect the reduced value of the services performed.

If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, COTA may, by contract or otherwise, perform the services and charge the Contractor any cost incurred by COTA that is directly related to the performance of such service.

1.26. Failure to Perform

- (a) Subject to the Excusable Delays clause (if included in this Contract), if the Contractor fails to perform this Contract under its terms, the Director of Supply Management shall give the Contractor written notice stating the failure. Thereafter, regardless of any other provision of this Contract, the Contractor shall not be entitled to an equitable adjustment under either this Contract or any related contract, to the extent the equitable adjustment arises from the Contractor's failure to perform or from any reasonable remedial action taken by the Director of Supply Management based upon the failure.
- (b) The failure of COTA to insist, in one or more instances, upon the performance of any term of this Contract is not a waiver of COTA's right to future performance of such term, and the Contractor's obligation for future performance of such term shall continue in effect.
- (c) The rights and remedies of COTA in this clause are in addition to any other rights and remedies provided by law or under this Contract.

1.27. Force Majeure

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of god, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

1.28. Contractor's Personnel

Contractor's employees must possess all applicable licenses and must be properly certified to perform the requirements of the contract.

1.29. COTA Property

Any COTA property, including but not limited to, books, records and equipment that is in contractor's possession shall be maintained by the contractor in good condition and repair, and shall be returned to COTA by the contractor upon termination of the contract. All goods, documents, records, and other work products and property produced during the performance of this contract are deemed to be COTA property.

### 1.30. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire contract but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

### 1.31. Contractor's Personnel

The Contractor shall, in the event of any technical nonperformance or severe personality problems on the part of the contractor's personnel, remove such personnel provided that COTA gives forty eight (48) hours' notice of such situation. Contractor shall assign new personnel in this situation and will assume the cost of any learning period necessary.

### 1.32. Intellectual Property Rights

Any materials belonging to or in the possession of COTA- written, printed, or otherwise recorded, shall be used by contractor only in the performance of its duties hereunder and contractor shall not record, reference, reproduce or use such materials for any other purpose without the express written consent of COTA. All rights, title to, and interest in such material shall be surrendered to COTA immediately upon termination of this contract or any time prior thereto upon the request of COTA.

### 1.33. Infringement Indemnity

Contractor, at its expense, shall indemnify COTA from and defend or settle any claim or action brought against COTA to the extent that it is based on a claim that any services furnished hereunder infringed a patent, copyright, trademark, service mark, trade secret, or other legally protected proprietary right. Contractor shall pay all costs, fees (including attorney's fees), and damages which may be incurred by COTA for any such claim or action or the settlement thereof.

### 1.34. Risk of Loss

When performing work on COTA's property, the contractor shall comply with all of COTA's conditions for contractors performing work on COTA property.

### 1.35. Audit and Inspection of Records

The Contractor shall permit the authorized representatives of COTA, the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to his performance under the contract until the expiration of three (3) years after final payment under this Contract. The Contractor shall provide for such inspection rights in all its subcontracts.

### 1.36. Subcontracting

The hiring or use of outside services, subcontractors, or contractors in connection with the work shall not be permitted without the prior written approval of COTA and such hiring entered into by Contractor shall not be binding upon COTA.

### 1.37. Notification of Material Change in Business

Contractor agrees that if it experiences any material changes in its business including, without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., it agrees to immediately notify COTA's Director of Supply Management of the changes. Contractor also agrees to immediately notify the Director of Supply Management of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to COTA.

### 1.38. Access Requirements for Persons with Disabilities

Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Section 12101 et seq; Section 504 of the Rehabilitation Act of 1973, as amended, 19 U.S.C. Section 792; 49 U.S.C. Section 5301(d); and the Federal Regulations including any amendments thereto: 49 C.F.R. Part 27, 49 C.F.R. Part 38; 28 C.F.R. Part 35; 28 C.F.R. Part 36; 41 C.F.R. Subpart 101-19; 29 C.F.R. Part 1630; 47 C.F.R. Part 1630; 47 C.F.R. Part 64, Subpart F; and 49 C.F.R. Part 609.

### 1.39. State and Local Law Disclaimer

The use of many of the clauses within this contract are not governed by Federal law, but are significantly affected by State law.

### 1.40 Payment

COTA shall be invoiced within thirty (30) days upon receipt and written acceptance by COTA of the services and products provided within this contract at the prices set forth in Contractor's offer. Invoice shall include a statement identifying quantity, description and cost of each service purchased, as well as any other detail necessary to determine the reasonableness of the subject invoice.

### 1.41. Liquidated Damages

Failure on the part of the Proposer to complete critical project milestones as established in the contract may result in liquidated damages being imposed on the Proposer by COTA for breach of contract and for non-compliance. The milestones and extent of damages will be defined in the negotiated Contract with the selected Proposer.

1.42. Acceptance Testing

For purposes of acceptance of the Solution (or portions thereof), the parties shall utilize a mutually agreed upon staged acceptance testing plan.

1.43 Video Taping

COTA reserves the right to video and/or audiotape any and all training sessions, whether held at COTA site, Proposer site, or via teleconference. Use of such tapes shall be strictly for COTA staff training purposes

1.44. Travel Expense Reimbursement

All travel expense costs must be included in the Proposer's fixed price cost. COTA will not make a separate payment for reimbursable expenses. Per Force Majeure, COTA shall not be liable for additional travel costs incurred due for any reason outside COTA's control.

1.45. Project Schedule and Acceptance

Proposer will develop a detailed Project Schedule that details both Proposer and COTA's responsibilities. The Project Schedule should be in sufficient detail to specify the conversion, training, testing, acceptance, and live operation activities. Both Proposer and COTA agree that a mutually agreeable Project Schedule will be submitted and approved by COTA within thirty (30) calendar days of contract execution. In the event Proposer is unable to provide the Project Schedule within thirty (30) calendar days, COTA will have at its option, the ability to terminate the Agreement and obtain all fees paid to Proposer. The Project Schedule will also include the criteria by which the solution will be tested and accepted by COTA.

**PART III**  
**SPECIFICATIONS**

**PART IV: PROPOSAL SUBMISSION**

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## PART IV: PROPOSAL SUBMISSION

### Section 1. Title Page

The title page should reflect the Request for Proposal subject, name of the firm, telephone number, and contact person.

### Section 2. Letter of Transmittal

A letter of transmittal must be submitted with an offeror's proposal. The letter must include:

- a) A statement of the offeror's understanding of the services required by the Request for Proposal and scope of services.
- b) The names of the persons who are authorized to make representations on behalf of the offeror (include their titles, addresses, telephone and fax numbers as e-mail address.
- c) A statement that the individual who signs the transmittal letter is authorized to bind the offeror to a contract with COTA.

### Section 3. Evaluation Criteria

COTA will use the following weighted criteria to score all technically responsive proposals. Pricing will not be opened or scored for proposals deemed to not be technically responsive:

- **Technical Solution -25%:** The quality of the system proposed will be evaluated for ease of use, fit to COTA's requirements, and compliance with all applicable standards. The proposed solution will also be evaluated for additional functionality and capabilities offered in the proposal that COTA finds valuable.
- **Team/Experience -20%:** Reference and other projects by the proposer will be evaluated for quality, customer satisfaction, and delivery within time and budget constraints. The proposed project team will be evaluated for relevant prior experience.
- **Project Management Approach/Software Development Lifecycle -25%:** Proposals will be evaluated for demonstration of project management resources and capabilities to ensure proper coordination and management through the life of the project. Proposals will also be evaluated for the strength and applicability of their System Development Lifecycle as well as evidence of its implementation and use in the vendor's projects
- **Schedule for Delivery -10%:** This is a schedule driven project. Proposals will be evaluated based on the viability of the proposed schedule and how well it fits within COTA's constraints.
- **Price-20%:** See section V-9

### Section 4. Summary of Proposal Requirements

Proposals received by the due date will be reviewed by an evaluation committee comprised of representatives from COTA. COTA may perform a pre-award survey to determine the prospective Contractor's performance capability under the terms of the proposed



contract. The survey may include oral interviews by members of the evaluating committee.

COTA reserves the right to award a contract based on submittals alone and award portions of this contract if it deems so necessary.

The Proposer is responsible for all costs associated with the preparation and submittal of his/her proposal.

Proposers MUST submit one (1) copy of its technical proposal AND one (1) copy of its price proposal, as separate documents, no later than 2:00 p.m. on July 31, 2020.

Proposers MUST submit proposed pricing for all required equipment, other capital costs, and recurring fees by completing and returning pages 2-5 of V-9.

#### IV-2

In addition to the above, Proposers are required to include Non-Collusion Affidavit, Non-conflict Affidavit, Certification Regarding Delinquent Taxes, Certification of Restrictions on Lobbying, Certification Regarding Debarment, Suspension and Other Responsibility Matters, Acknowledgement of Addendum Receipt, Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization, and the Certification of Compliance with Section 3517.13 of the Ohio Revised Code.

Although all material will be considered by COTA in the selection process, the primary basis for evaluation shall be the documents specified in the Proposal Submission of this RFP.

On-site interviews (if required) will be evaluated separately and the on-site interview scores will determine the contract award.

IV-3

**PART V: PROPOSAL FORMS**

**NON-COLLUSION AFFIDAVIT**

NOTE: EACH BIDDER SHALL FURNISH THIS AFFIDAVIT, PROPERLY EXECUTED AND CONTAINING ALL REQUIRED INFORMATION, WITH HIS/HER BID.

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

NAME \_\_\_\_\_

being first duly sworn deposes and says:

Individual Only:                                That he/she is an individual doing business under the name  
of  
\_\_\_\_\_ at \_\_\_\_\_, in the City of  
\_\_\_\_\_, State of  
\_\_\_\_\_.

Partnership Only:                                That he/she 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/she is the duly authorized, qualified and acting  
\_\_\_\_\_ of \_\_\_\_\_, a corporation  
organized and existing under the laws of the State of  
\_\_\_\_\_, and that he/she, said partnership  
or said corporation, is filing herewith a proposal or bid to the Central  
Ohio 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/she is represented by the following attorneys:

\_\_\_\_\_  
\_\_\_\_\_.

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

\_\_\_\_\_  
\_\_\_\_\_.

Partnership Only:

Affiant further says 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 attorneys:

\_\_\_\_\_  
\_\_\_\_\_.

And is also represented by the following resident agents in the City of Columbus:

\_\_\_\_\_  
\_\_\_\_\_.

Corporation Only:

Affiant further says that the following is a complete and accurate list of the officers, directors and attorneys of said corporation:

President: \_\_\_\_\_

Directors: \_\_\_\_\_

Vice President \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Local Manager or Agent: \_\_\_\_\_

Attorneys: \_\_\_\_\_

and that the following officers are duly authorized to execute contracts on behalf of said corporation:

\_\_\_\_\_  
\_\_\_\_\_.

Affiant further says that the proposal or bid filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not, directly or indirectly, induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly, colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price or that of any other bidder, or to secure any advantage against the Central Ohio Transit Authority, or anyone interested in the proposed contract; that all statements contained in such bid are true; that said bidder 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 agree 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, or any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individuals, except to such persons as herein above disclosed to have a partnership or other financial interest with said bidder in his general business; and further that said bidder 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:

---

(Name of Individual, Partner or Corporation)

Further, affiant sayeth naught.

---

Signature

STATE OF \_\_\_\_\_

SS:

COUNTY OF \_\_\_\_\_

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

---

Notary Public

---

Commission Expiration Date

**CERTIFICATION REGARDING DELINQUENT TAXES**

Bidder hereby certifies that it is/is not (cross one out), as of the date of the submission of this bid, charged with any delinquent personal property taxes on the general tax list of Franklin County, Ohio.

The bidder certifying in the above paragraph that it is charged with delinquent taxes on the general tax list also certifies that the following amounts are due and payable:

_____	Taxes *
_____	Penalty *
_____	Interest *
_____	Total *

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

STATE OF \_\_\_\_\_

SS:

COUNTY OF \_\_\_\_\_

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Expiration Date

\* Mark "N/A" if not applicable.

**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

The undersigned hereby certifies on behalf of \_\_\_\_\_

that:

(Name of Bidder)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Name of Bidder \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_

Title of Official \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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 Central Ohio Transit Authority (COTA). If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Central Ohio Transit Authority (COTA), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

---

Authorized Signature

---

Date

---

Company Name

---

---

Company Address



**ACKNOWLEDGEMENT OF ADDENDUM RECEIPT**

The undersigned acknowledges receipt of the following amendments to the documents:

Amendment No. \_\_\_\_\_ Dated \_\_\_\_\_

Amendment No. \_\_\_\_\_ Dated \_\_\_\_\_

Amendment No. \_\_\_\_\_ Dated \_\_\_\_\_

Failure to acknowledge receipt of all amendments may cause the proposal to be considered nonresponsive to the solicitation. Acknowledge receipt of each amendment must be clearly established and included with the offer.

---

NAME

---

TITLE

---

COMPANY

---

DATE

## NON-CONFLICT AFFIDAVIT

I state that I am \_\_\_\_\_ of \_\_\_\_\_ and that I am  
(Title) (Name of my Firm)  
authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I  
am the person responsible in my firm for submitting this response and the price(s) and the amount  
of this response.

I state that:

1. The price(s) of this response have been arrived at independently and without consultation, communication or agreement with any other Bidder, Proponent, or potential Proponent.
2. Neither the price(s) nor the amount of this response, and neither the approximate price(s) nor approximate amount of this response, have been disclosed to any other firm or person who is a Bidder, Proponent or potential Proponent, and they will not be disclosed before solicitation opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from responding on this solicitation, or to submit a response higher than this response, or to submit any intentionally higher or noncompetitive response or other form of complementary response.
4. The response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
5. The Bidder or Proponent declares that it has no existing or prior relationships with any firm, developer, integrator or supplier. The Bidder or Proponent agrees that should the Bidder or Proponent be awarded a contract for any work required under this solicitation it may not be eligible for subsequent implementation work awarded to a related firm; and that any firm associated with any work under this solicitation may not be eligible for an award on subsequent installation and implementation. This determination will be at COTA's sole discretion.

I state that \_\_\_\_\_ understand and acknowledge that the above  
(Name of my Firm)  
representations are material and important and will be relied on by COTA in awarding the  
contract(s) for which this solicitation is submitted.

I, and my firm understand that any false statement in this affidavit is and shall be treated as  
fraudulent concealment from COTA of the true facts relating to for this solicitation.

\_\_\_\_\_  
(Name and Company Position)

SWORE TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_ 20\_\_\_\_\_.

NOTARY PUBLIC: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**DECLARATION REGARDING MATERIAL ASSISTANCE/ NONASSISTANCE TO A  
TERRORIST ORGANIZATION**

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of “yes” to any question, or the failure to answer “no” to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, “material support or resources” means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME		FIRST NAME		MIDDLE INITIAL
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

**COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION**

BUSINESS/ORGANIZATION NAME				
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	
PHONE NUMBER				

## DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either “yes” or “no” in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion list?  
 Yes                       No
  
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion list?  
 Yes                       No
  
3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?  
 Yes                       No
  
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?  
 Yes                       No
  
5. Have you committed an act that you know, or reasonably should have known, affords “material support or resources” to an organization on the U. S. Department of State Terrorist Exclusion List?  
 Yes                       No
  
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?  
 Yes                       No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety’s Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

**CERTIFICATION**

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of “yes” to any question, or the failure to answer “no” to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CERTIFICATION OF COMPLIANCE WITH § 3517.13 OF THE OHIO REVISED CODE**

The individual listed as the signatory of this certification is a duly appointed representative of the below named entity and is authorized to sign this certification as an individual or as a representative of

\_\_\_\_\_ for a contract for \_\_\_\_\_  
Name of entity Type of product or service

with the Central Ohio Transit Authority (COTA) in an amount aggregating more than ten thousand dollars (\$10,000) in a calendar year. Further, the above named individual or representative makes the following statements with respect to prohibited activities constituting a conflict of interest or other violations under the Ohio Revised Code § 3517.13:

1. That none of the following, individually, contributed in excess of one thousand dollars (\$1000) in the previous twenty-four months, and that none of the following will contribute in excess of one thousand dollars (\$1000) beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, to the public officer or the campaign committee of the public officer having ultimate responsibility (as defined by O.R.C. § 3517.13(K)) for the award of the contract:
  - a. The individual;
  - b. Any partner or owner of the partnership or other unincorporated business;
  - c. Any shareholder of the association;
  - d. Any administrator of the estate;
  - e. Any executor of the estate;
  - f. Any trustee of the estate;
  - g. The spouse of any person identified;
  - h. Any child seven years of age through seventeen years of age of any person identified
  - i. An owner of more than 20% of the corporation or business trust;
  - j. A spouse of an owner of more than 20% of the corporation or business trust;
  - k. A child seven years of age through seventeen years of age of an owner of more than 20% of the corporation or business trust.
  
2. That no combination of two or more of the following contributed in excess of two thousand dollars (\$2000) in the previous twenty-four months nor will contribute in excess of two thousand dollars (\$2000) beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, to the public officer or the campaign committee of the public officer having ultimate responsibility (as defined by O.R.C. § 3517.13(K)) for the award of the contract:
  - a. The individual;
  - b. Any partner or owner of the partnership or other unincorporated business;
  - c. Any shareholder of the association;
  - d. Any administrator of the estate;
  - e. Any executor of the estate;
  - f. Any trustee of the estate;
  - g. The spouse of any person identified;
  - h. Any child seven years of age through seventeen years of age of any person identified
  - i. An owner of more than 20% of the corporation or business trust;
  - j. A spouse of an owner of more than 20% of the corporation or business trust;
  - k. A child seven years of age through seventeen years of age of an owner of more than 20% of the corporation or business trust.

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Company address: \_\_\_\_\_  
Date Signed: \_\_\_\_\_