

## **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:

- Five (5) Copies of the Proposed Proposal one (1) original and four (4) copies
- Information Contained in Part IV: Proposal Submission
- Non-Collusion Affidavit
- Certification Regarding Delinquent Taxes
- Non-Discriminatory Certification
- Certification Regarding Debarment, Suspension and other Responsibility Matters
- Certification of Restrictions on Lobbying
- Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization
- Certification of Compliance with Section 3517.13 of the Ohio Revised Code
- Conflict of Interest Form
- Acknowledgement of Addendum
- Model Number and Specifications for Patrol Scan System
- Performance Bond

Any questions regarding this solicitation should be presented in writing via e-mail to Kevin Christopher, Director of Supply Management, at [christopherk@cota.com](mailto:christopherk@cota.com) on or no later than July 23, 2019– 5:00 p.m. EDT.



**TO: ALL PROPOSERS**

**FROM: KEVIN CHRISTOPHER, DIRECTOR OF  
SUPPLY MANAGEMENT**

**DATE: JULY 5, 2019**

**SUBJECT: REQUEST FOR PROPOSALS FOR  
SECURITY GUARD SERVICES –  
RFP # 2019-08**

**PRE-PROPOSAL CONFERENCE: JULY 18, 2019 - 11:00 A.M. EDT.  
1600 MCKINLEY AVENUE  
COLUMBUS, OHIO 43222**

**PROPOSALS DUE: AUGUST 6, 2019 - 2:00 P.M. EDT.**

The Central Ohio Transit Authority (COTA) is soliciting competitive proposals for Security Guard Services.

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

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).

Please forward one (1) original and four (4) copies of your proposal to the attention of **Kevin Christopher, Director of Supply Management, by 2:00 p.m. on August 6, 2019.**

COTA reserves the right to reject any and all proposals. Proposals that do not include the required Proposal Forms provided in Part V of this Request for Proposals may be deemed non-responsive.

**REQUEST FOR PROPOSALS FOR  
SECURITY GUARD SERVICES**

**RFP# 2019-08**

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

**JULY 5, 2019**

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**SECURITY GUARD SERVICES**

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## **PART I: GENERAL INFORMATION**

PART I: GENERAL INFORMATION

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

Firm or firms 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.

1.5. Contracting Officer

Director of Supply Management.

## 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)
- 1325 Essex Avenue (Street and Remote)

### 2.2. History

COTA, a political subdivision of the state of Ohio, is a regional transit authority created pursuant to Ohio Revised Code, Sections 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. Governing Body

All power and authority of COTA is vested in and exercised by its thirteen members Board of Trustees, appointed by political subdivisions and public officials within COTA's territorial boundaries. No contract shall be awarded without the approval of the COTA Board of Trustees.

### 2.4. 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 five (5) copies (one (1) original and four (4) copies) of their proposal in a sealed envelope with one copy being identified as the original to Kevin Christopher, Director of Supply Management. The envelope must be addressed as set out below:

Attention:	Kevin Christopher, Director of Supply Management
Department:	Supply Management
RFP Number:	RFP# 2019-08
Pre-Proposal	July 18, 2019-11:00 A.M. EDT
Conference:	33 North High Street, Columbus, OH 43215
Proposal Due Date:	August 6, 2019 – 2:00 p.m. EDT.
Project Name:	Request for Proposals for Security Guard Services
Mailing Address:	33 North High Street, Columbus, Ohio 43215

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 if submitted in a sealed envelope and plainly marked "CHANGE TO PROPOSAL FOR SECURITY GUARD SERVICES, RFP# 2019-08." 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 Kevin Christopher, Director of Supply Management, at [christopherk@cota.com](mailto:christopherk@cota.com) by **July 23, 2019 – 5:00 p.m. EDT.**

- (b) 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.
- (c) If an Addendum is issued within 72 hours prior to the published time for the receipt of proposals (excluding Saturdays, Sundays, and legal holidays) then the time for receipt of proposals shall be extended one week with no further advertising of RFP required.
- (d) Any interpretation or clarification of the Contract Documents made in any manner other than a written Addendum shall not be binding and the Proposer shall not rely upon the interpretation or clarification that is not made in the form of a written Addendum.

### 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 attached to this RFP.

### 3.7. Proposal Acceptance

The submitted proposal shall be open for acceptance for sixty (60) days from the proposal due 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 addendums, 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.

### 3.8. 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.

### 3.9. Funding

The proposed contract shall be funded with local funds.

### 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 received via e-mail to the Director of Supply Management at christopherk@cota.com by July 19, 2019 – 5:00 PM EDT. 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. 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.

### 3.12. 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.

### 3.13. Period of Performance

The performance under a contract agreement awarded pursuant to this RFP is estimated to commence November 1, 2019 and expire October 31, 2020 with an option to extend the contract for up to two (2) additional one (1) year periods.

### 3.14. Record Keeping

The Contractor agrees to maintain a record system for documentation and results of all services provided pursuant to this Request for Proposal.

### 3.15. Delinquent Personal Property Tax

Each Proposer 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. Proposers shall indicate, if applicable, the amount of such due and unpaid delinquent taxes and any 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 was submitted to COTA. This statement must be on the form provided by COTA, which is attached to this proposal.

### 3.16. Confidentiality of Financial Information

The required financial information submitted with proposals to establish financial responsibility cost proposals and other financial data such as wages, overhead rates, etc., shall be handled as confidential business data in accordance with the requirements of the Ohio Public Records Act. All reasonable efforts shall be made to avoid disclosures.

### 3.17. Verbal Agreements

No prior, current, or post award verbal conversations, or agreement (s) with any officers, agent, or employee of COTA shall affect or modify any terms or obligations of this RFP or any contract that may result from this procurement. Oral explanations or instruction shall not be binding.

### 3.18. 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 arranged 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 Purchasing 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 Purchasing 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

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

### 3.19. Correspondence

All correspondence pertaining to this proposal shall be addressed to the Central Ohio Transit Authority, 33 North High Street, Columbus, Ohio 43215 to the attention of Kevin Christopher, Director of Supply Management.

### 3.20. Single Proposal

If only a single offer is received, a detailed cost analysis or a price comparison between the offer and that of similar equipment, materials, supplies, and/or services to assure that the price is fair and reasonable. A cost/price analysis and evaluation audit maybe performed of the cost proposal in order to determine if the 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.

### 3.21. 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.

### 3.22. 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.

### 3.23. 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.

### 3.24. 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 sixty (60) days from the opening date.

### 3.25. 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.

### 3.26. 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.

### 3.27. 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.

### 3.28. 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.

3.29. 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. Reserved Rights/Limitations on Funding

Proposers are notified that this contract for services is contingent upon funds being appropriated by COTA. In the event funding is decreased or eliminated, COTA reserves the right to modify or terminate the contract accordingly. COTA makes no representation at any time that any contract shall be awarded to any proposes responding to this RFP.

COTA reserves the right to classify and waive minor irregularities found in any and all proposals.

COTA reserves the right to reject all proposals and re-solicit or cancel this solicitation.

COTA also reserves the right to enter into any contract with any proposer based upon the initial proposal or on the basis of a best and final offer without conducting oral interviews.

3.32. Pricing and Financial Information

Each proposer must submit a firm cost proposal. The cost must be valid for a minimum of sixty (60) days from the proposal due date.

Proposers agree to permit access to their financial records for a pre-award audit to verify labor rates, overhead rates, etc. should COTA determine that such an audit is required prior to final negotiations or award of a contract.

3.33. Debriefing

Unsuccessful proposers may make a written request for a formal final debriefing to COTA's Director of Supply Management.

### 3.34. Requirement Contract

Any award of Contract made under this proposal will be termed a requirement Contract.

### 3.35. Requirements Contract Defined

A requirements Contract shall be deemed to mean a Contract under which the purveyor of commodities or services agrees to furnish all of the needs of COTA for the commodities or services set forth in the proposal, during the period of the Contract at the unit price proposed and as required from time to time by COTA, whether such needs are in excess of or less than the estimated quantities set forth in the request for proposals. Such Contract will provide that COTA will purchase such commodities or services solely from such purveyor to whom the requirements Contract is awarded.

### 3.36. Explanation to Proposers

Any explanation desired by a proposer regarding the meaning or interpretation of this solicitation must be emailed to [christopherk@cota.com](mailto:christopherk@cota.com) to the attention of Kevin Christopher, Director of Supply Management, by July 23, 2019 – 5:00 p.m. EDT. Additional written information provided to any prospective Proposer concerning this RFP shall be furnished to all prospective proposers.

### 3.37. No Contact Policy

After the date and time established for receipt of proposals by COTA, any contact **initiated by any offeror** with any COTA representative, other than the Director of Supply Management or Supply Management Department personnel concerning this proposal is prohibited. Any such unauthorized contact will cause the disqualification of the offeror from this procurement transaction.

### 3.38. Performance Bond

The successful Proposer shall furnish at his own expense a performance bond from a surety licensed to do business in the State of Ohio or a certified cashier's check or an irrevocable letter of credit from a recognized financial institution payable to COTA in the amount of ten percent (10%) of the full estimated value of the contract as a guarantee of good faith on behalf of the Contractor that the terms of these specifications will be complied with in every particular. Performance bond shall, on the face of the bond, reference the dates of the contract period and the material, equipment or services covered by the contract.



## **PART II: CONTRACT CLAUSES**

## SECTION 1: TERMS AND CONDITIONS

### 1.1. Disputes

Except as otherwise provided in this Contract, any claims, controversies, or disputes 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 (15) days from the date of such copy, the Contractor mails or otherwise furnishes to COTA a written notice of appeal. Pending any decision, appeal or judgment for the settlement of any dispute arising under this solicitation and/or contract the Contractor shall proceed diligently with the performance of this Contract.

In the event that COTA's decision is the subject of an appeal, such dispute shall be subject to arbitration in accordance with the rules of the American Arbitration Association and costs shall be borne by the losing party. Failure of Contractor to honor an appeal decision of COTA will constitute a breach of contract.

### 1.2. Interest of Members or of 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 there from.

### 1.3. 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.

### 1.4. Equal Employment Opportunity

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

The Contractor shall at all times, comply with the provisions of Executive Order 11246, as amended, entitled "Equal Employment Opportunity".

### 1.5. 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.

#### 1.6. Contract Termination

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.

Termination for Convenience. The performance of work under this contract maybe 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.

#### 1.7. Termination Funding

Should funding for this contract be discontinued, COTA shall have the right to terminate the contract immediately upon written notice to contractor.

#### 1.8. 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.

1.9. 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.

1.10. 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.

1.11. Hold Harmless

All contracted activities to be rendered or performed under this agreement shall be performed or rendered entirely at the contractor's own risk and the contractor expressly agrees to defend against claims or lawsuits and hold harmless COTA and all of its officers, employees, or otherwise, from any and all liability, loss or damage, including reasonable cost of defense they may suffer as a result of claims demands, actions, or damages to any and all persons or property, costs or judgments against COTA which result from, arise out of or are in any way connected with the contracted activities to be performed by contractor or its subcontractors under this agreement.

1.12. Venue Stipulation

This contract has been and shall be construed as having been made and delivered within the State of Ohio, and it is understood and agreed that this contract shall be governed by the laws of the State of Ohio both as to interpretation and performance. Any action at lawsuit in equity, or other judicial proceeding from the enforcement or breach of this contract or any provision hereof, shall be instituted and maintained only in the courts of competent jurisdiction in Franklin County, Columbus, Ohio.

1.13. State Industrial Compensation

The Contractor shall comply with the state law known as the Workers Compensation Act, Chapter 4123, Ohio Revised Code, 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 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.

1.14. Status of the Contractor

The Contractor shall be and remain an Independent Contractor with respect to all services 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 to persons employed by the Contractor on work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized state or federal officials, and said Contractor also 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 it 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 Contractors behalf for these services.

1.15. 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

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 and Automobile Liability only and furnish certificates of insurance to COTA evidencing the required insurance with the proposal.

1.16. 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.

1.17. 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.

1.18. 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.

1.19. 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.

1.20. 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.

1.21. 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.

1.22. Patents

The Contractor shall indemnify and save harmless COTA against all claims for royalties for patents or suits for information thereon which may be involved in the manufacture or use of the material to be furnished.

1.23. Changes in the Work

If it becomes necessary or desirable to modify this contract and the scope of work herein contained in a manner not materially affecting the substance thereof, or to make changes by altering, adding to or deducting from the work, or to add correlated work not previously covered by the contract to the work to be done under the contract, COTA may, by an order in writing, order such changes to be made, and the changes shall be made accordingly. Should any change increase or decrease or affect the amount, character or time for performance of the work, Contractor's compensation and/or time for performance shall be adjusted accordingly.

1.24. Force Majeure

Performance of this Contract shall be pursued with the diligence in all requirements hereof; however, neither party shall be liable for any loss or damage for delay or nonperformance due to causes not reasonably within its control. In the event of any delay resulting from such causes the time for performance and payment hereunder shall be executed for a period of time reasonably necessary to overcome the effect of such delays. In the event of any delay or nonperformance caused by such uncontrollable forces, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement thereof and the anticipated extent of such delay, and shall indicate whether it is anticipated that the completion dates would be affected thereby.

1.25. Contractor's Personnel

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

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.

#### 1.26. 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.

#### 1.27. 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.

#### 1.28. 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.

#### 1.29. 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.

#### 1.30. 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.

#### 1.31. Severability

The parties agree that if any part, term, or provision of this agreement is held by any court to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provisions held to be invalid.

If any provision of this agreement are in conflict with any federal law, rule or regulation or



with any law, rule, regulation or statutory provision of the State of Ohio, the conflicting provision shall be deemed inoperative and null and void insofar as they may be in conflict, and shall be deemed modified to conform to lawful provisions, so as to give them as much effect as legally possible.

1.32. 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 project, it shall so inform COTA.

1.33. 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 Terms and Conditions shall control.

1.34. Contract Compensation

The Contractor shall bill COTA monthly for services provided pursuant to the specifications at the unit prices established in the negotiated contract. Total compensation shall not exceed the maximum limit established in the negotiated contract. The Contractor's applications for payment shall include the following information:

- A. Purchase order number.
- B. Name of employee, number of hours worked, number of overtime hours worked, number of Saturday, Sunday and holiday hours worked and rates charged.

1.35. 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.

1.36. 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.).

1.37. 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.

1.38. 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 5 days, the Contractor shall confirm such notice in writing furnishing detail as is available.

1.39. Privacy Act

- 1) The contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the contractor agrees to obtain the express consent of the Federal Government before the contractor or its employees operate a system of records on behalf of the Federal Government. The contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- 2) The contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

1.40. Maintenance of Records

Contractor shall maintain documentation for all charges against COTA. The books, records, and documents of contractor, insofar as they relate to the work performed or money received under the contract, shall be maintained for a period of three (3) years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by COTA or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

1.41. Extent of Agreement

This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

1.42. Excusable Delays

- (a) Except for defaults of subcontractors at any tier, the contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy,

(2) acts of COTA in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, an (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

- (b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless-
  - (1) The subcontracted supplies or services were obtainable from other sources
  - (2) The Director of Supply Management ordered the Contractor in writing to purchase these supplies or services from the other source; and
  - (3) The Contractor failed to comply reasonably with this order.
- (c) Upon request of the Contractor, the Director of Supply Management shall ascertain the facts and extend of the failure. If the Director of Supply Management determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of COTA under the termination clause of this contract.

#### 1.43. Responsibilities of the Contractor

At its own expense, the Contractor shall:

- A. Obtain all necessary licenses and permits.
- B. Provide competent supervision.
- C. Take all precautions necessary to protect persons or property against injury or damage and be responsible for any such injury or damage as a result of his/her fault or negligence.
- D. Perform the work diligently and without unnecessarily interfering with other Contractor's work of other activities of COTA.

#### 1.44. Inspection of 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 the 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 re-performance, 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 with any cost incurred by COTA that is directly related to the performance of such service.

1.45. 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 remediation 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.

1.46. Work on COTA Premises

While working on COTA premises, Contractor, its employees and subcontractors shall comply with all COTA safety policies and procedures communicated to the Contractor, either by verbal, posted or written means.

1.47. Subcontracting

The Contractor may not subcontract work for this contract without the expressed written permission of COTA. If the Contractor has received authorization to subcontract the work, it is agreed that all subcontractors performing work under this contract shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees of the Contractor and not the employees of COTA.

1.48. 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.

1.49. 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. Invoices must be sent to 33 N High Street, Columbus, Ohio 43215, emailed to [accountspayable@cota.com](mailto:accountspayable@cota.com), or faxed to 614-275-5892.

1.50. Additional Services

COTA reserves the right to request additional services relating to this agreement from the Contractor. These additional requests must be in writing and signed by authorized representatives of both parties.

### **PART III: SCOPE OF WORK**

## SCOPE OF WORK FOR SECURITY GUARD SERVICES (1600 MCKINLEY AVENUE)

### SECTION 1. SCOPE OF WORK

1. It is the intent of this request for proposals to obtain firm pricing for Security Guard Services for the Central Ohio Transit Authority as follows:

#### McKinley Avenue Campus

**Base Coverage:** One security guard will be stationed in the main lobby of the McKinley Avenue Transportation facility located at 1600 McKinley Avenue. The facility will require guards from November 1, 2019 through October 31, 2020 for the following hours:

Monday through Sunday, and Holidays    8:00 AM – 8:00 AM (24 hour coverage)  
Monday through Friday                      8:00 AM – 5:00 PM (One additional guard)

One security guard will be performing foot and vehicle patrols of the McKinley Campus twenty-four hours per day, seven days per week (24/7). A second security guard will be stationed in the main lobby of the 1600 McKinley Avenue Transportation facility, Monday through Friday (including nationally recognized holidays) between the hours of 8:00 AM and 4:00 PM. The facility will require guards from November 1, 2019 through October 31, 2020.

2. Purpose

The primary purpose of the security guard is to provide a visible deterrent against illegal acts, and violations of company policy by engaging in pro-active, thorough patrols inside and outside of the McKinley Avenue Facility; to report such acts to the proper authorities verbally, and/or in writing; to monitor CCTV and alarm systems as dictated by the COTA Director of Security, and/or their designee, and to take action to minimize loss or harm to COTA personnel and property when said action falls within this scope of work.

3. Requirements at McKinley Avenue Facility:

- a. Provide a highly visible, physical security presence with a customer service driven philosophy to COTA employees, visitors, contractors, and the general public.
- b. Monitor ingress of individuals at the McKinley main administrative entrance, and/or at other areas as dictated by the COTA Director of Security, and/or their designee.
- c. Security guards must sign-in and contact the Security Supervisor upon his/her arrival at the beginning of each work shift.
- d. Provide visitor management to ensure that all individuals entering the McKinley Facility are in possession of a COTA issued ID, and that all visitors sign in at the COTA reception area.
- e. Deny entry of any individual who does not have a COTA ID card, unless a properly identified COTA employee escorts the individual into the facility.

- f. Security guards will maintain a neat and clean appearance (contractor issued uniform) at all times.
- g. Once every two hours (unless directed otherwise by the COTA Director of Security and/or their designee), a security guard will perform a foot and vehicle patrol of the facility to ensure that no unauthorized individuals are in the area. This shall include the Administrative Offices, Transportation Administration area, Transportation Day Room, and the CNG Fueling Facilities. Also included in the patrol will be the bus maintenance and storage areas, including a visual inspection of the parking lots located to the east and west of the building, and the test track running behind the building. The frequency of the patrols and the areas covered within the patrol are subject to change by the COTA Security Department at any time through a contract modification. It will be a requirement of the contractor to provide a patrol scan system capable of monitoring guard patrols, and issuing completion percentage reports on a regular basis. These reports must be sent to the COTA Director of Security, and/or their designees once per month. Proposer must include the model number and specifications for the patrol scan system that will be used.
- h. Monitor the CCTV system located at the Security Guard desk, and investigate and record unusual activity on the daily activity report.
- i. Monitor all alarm notification systems as dictated by the COTA Director of Security, and/or their designee, investigate accordingly, and notify the appropriate personnel as instructed. Guards are discouraged from endangering their personal safety.
- j. Security guards will keep daily log of any security related issues as well as a written incident report of any incidents occurring on their shift.
- k. Proposers shall provide pricing to provide a marked patrol vehicle for their employees to use during their assigned shift as an option. The vehicle will be fueled and maintained by the contractor.

#### 4. Criminal Background

If COTA discovers that the Contractor has assigned a security guard without conducting a criminal background check, or whose criminal background check revealed a previous record of conviction (other than minor traffic violations non-related to the current security assignment), and the employee has not been reported for immediate removal, then the total paid to the contractor for the guard's services shall be refunded to COTA.

Should the contractor assign an employee who has not had a favorable background check completed, that person will be immediately removed from the property. The contractor must remove their employee from COTA service who is convicted of a felony crime during his/her employment. After initial background checks have been made, they must be completed annually for any person working at any COTA facility. Anyone with a felony conviction will not be employed by COTA. The COTA Director of Security, and/or their designee shall have the right to request a copy of all background checks from the Contractor at any time.



5. Damage, Theft or Misuse of COTA Equipment

If any of COTA's systems (e.g., closed circuit television, etc.) are damaged, or if there is any theft or negligence by the contractor's employees, the contractor shall be held liable for replacement or repair of the items. Additionally, guards are not permitted to use COTA computers or telephones for their personal use. Any guard observed using COTA property without authorization will not be permitted to work at any COTA facility.

6. Photo Identification

The contractor shall assure that photo ID cards are issued to each guard, and that each guard wears it in full view when on duty.

7. Parking is available for guards at the McKinley Ave location.

## SCOPE OF WORK FOR SECURITY GUARD SERVICES (FIELDS AVENUE CAMPUS)

### SECTION 2. SCOPE OF WORK

1. It is the intent of this request for proposals to obtain firm pricing for Security Guard Services for the Central Ohio Transit Authority as follows:

#### Fields Avenue Facility

**Base Coverage:** One security guard will be stationed in the main lobby of the Fields Avenue Transportation facility located at 1333 Fields Avenue. The facility will require guards from November 1, 2019 through October 31, 2020 for the following hours:

Monday through Sunday, and Holidays    8:00 AM – 8:00 AM (24 hour coverage)  
Monday through Friday                      8:00 AM – 5:00 PM (One additional guard)

One security guard will be performing foot and vehicle patrols of the Fields Campus twenty-four hours per day, seven days per week (24/7). A second security guard will be stationed in the main lobby of the 1333 Fields Avenue Transportation facility, Monday through Friday (including nationally recognized holidays) between the hours of 8:00 AM and 5:00 PM. The facility will require guards from November 1, 2019 through October 31, 2020.

2. Purpose

The primary purpose of the security guard is to provide a visible deterrent against illegal acts, and violations of company policy by engaging in pro-active, thorough patrols inside and outside of the Fields Avenue Campus\*; to report such acts to the proper authorities verbally, and/or in writing; to monitor CCTV and alarm systems as dictated by the COTA Director of Security, and/or their designee, and to take action to minimize loss or harm to COTA personnel and property when said action falls within this scope of work.

(\*The Fields Avenue Campus includes the following properties: 1333 Fields Avenue, 1330 Fields Avenue, and 1325 Essex Avenue.)

3. Requirements for the Fields Avenue Campus

- a. Provide a highly visible, physical security presence with a customer service driven philosophy to COTA employees, visitors, contractors, and the general public.
- b. Monitor ingress of individuals at the Fields Main Administrative Entrance, and/or at other areas as dictated by the COTA Director of Security, and/or their designee.
- c. Security guards must sign-in and contact the Security Supervisor upon his/her arrival at the beginning of each work shift.
- d. Provide visitor management to ensure that all individuals entering the Fields Facility are in possession of a COTA issued ID, and that all visitors sign in at the COTA reception area.

- e. Deny entry of any individual who does not have a COTA ID card, unless a properly identified COTA employee escorts the individual into the facility.
- f. Security guards will maintain a neat and clean appearance (contractor issued uniform) at all times.
- g. Once every two hours (unless directed otherwise by the COTA Director of Security, and/or their designee), a security guard will perform a foot and vehicle patrol of the campus to ensure that no unauthorized individuals are in the area. This shall include all Administrative Offices, Transportation Administration areas, and Transportation Day Rooms. Also included in the patrol will be the bus maintenance and storage areas, shop/maintenance workspaces, and all employee and visitor parking areas. The frequency of the patrols and the areas covered within the patrol are subject to change by the COTA Security Department at any time through a contract modification. It will be a requirement of the contractor to provide a patrol scan system capable of monitoring guard patrols, and issuing completion percentage reports on a regular basis. These reports will be sent to the COTA Director of Security, and/or their designees once per month. Proposer must include the model number and specifications for the patrol scan system that will be used.
- i. Monitor the CCTV system located at the security guard desk, and investigate and record unusual activity on the daily activity report.
- j. Monitor all alarm notification systems as dictated by COTA Security, investigate accordingly, and notify the appropriate personnel as instructed. Guards are discouraged from endangering their personal safety.
- k. Security guards will keep daily log of any security related issues as well as a written incident report of any incidents occurring on their shift.
- l. Proposers shall provide pricing to provide a marked patrol vehicle for their employees to use during their assigned shift as an option. The vehicle will be fueled and maintained by the contractor.

4. Criminal Background

If COTA discovers that the Contractor has assigned a security guard without conducting a criminal background check, or whose criminal background check revealed a previous record of conviction (other than minor traffic violations non-related to the current security assignment), and the employee has not been reported for immediate removal, then the total paid to the contractor for the guard's services shall be refunded to COTA.

Should the contractor assign and employee who has not had a favorable background check completed, that person will be immediately removed from the property. The contractor must remove their employee from COTA service who is convicted of a felony crime during his/her employment. After initial background checks have been made, they must be completed annually for any person working at any COTA facility. Anyone with a felony conviction will not be employed at COTA. The COTA Director of Security and/or their designees shall have the right to request a copy of all background checks from the Contractor at any time.

5. Damage, Theft or Misuse of COTA Equipment

If any of COTA's systems (e.g., closed circuit television, etc.) is damaged or if there is any theft or negligence by the contractor's employees, the contractor shall be held liable for replacement or repair cost of the items. Additionally, guards are not permitted to use COTA computers or telephones for their personal use. **Any guard observed using COTA property without authorization will not be permitted to work at any COTA facility.**

6. Photo Identification

The contractor shall assure that photo ID cards are issued to each guard, and that each guard wears it in full view when on duty.

7. Parking is available for guards at the Fields Ave locations.

**SCOPE OF WORK FOR SECURITY GUARD SERVICES  
DOWNTOWN ADMINISTRATIVE OFFICES & PASS SALES CENTER (33 N. HIGH STREET)**

**SECTION 3: SCOPE OF WORK**

1. It is the intent of this request for proposals to obtain firm pricing for Security Guard Services for the Central Ohio Transit Authority as follows:

**Downtown Administrative Offices and Pass Sales Center - 33 N. High Street:** One Security Guard will be stationed at the Security Desk located in the front lobby. The facility will require a guard from November 1, 2019 through October 31, 2020 during the following hours:

Monday through Friday	8:00 AM- 8:00 AM (24 hour coverage)
Saturday, Sunday and Holidays	8:00 AM- 8:00 AM (24 hour coverage)

The security guard on duty from 8:30 AM to 5:30 PM Monday through Friday will be at a supervisor level.

**Optional Coverage- (Proposers shall provide pricing for the enhanced coverage described below):**

One Security Guard will be assigned to the Security Desk located in the front lobby of 33 N. High Street. This guard will be on duty from 8:00 AM to 5:00 PM Monday through Friday.

2. Purpose  
The primary purpose of the security guard is to provide a visible deterrent against illegal acts, and violations of company policy by engaging in pro-active, thorough patrols inside and outside of 33 N. High Street to report such acts to the proper authorities verbally, and/or in writing; to monitor CCTV and alarm systems as dictated by the COTA Director of Security, and/or their designees, and to take action to minimize loss or harm to COTA personnel and property when said action falls within this scope of work.
3. Requirements at Downtown Administrative Offices & Pass Sales Center
  - a. Maintain a safe and secure working environment for the entire facility and office area during assigned hours. Provide a highly visible, physical security presence with a customer service driven philosophy to COTA employees, visitors, contractors, and the general public. The security guard may be required to monitor and answer a multi-line phone system, and/or make access control identification badges as needed.
  - b. Ensure that police and/or emergency services and COTA Security are immediately notified if a threat situation develops at the facility.
  - c. Assist in maintaining orderly customer traffic flow during peak business hours.
  - d. Security guards must sign-in and contact the Security Supervisor upon his/her arrival at the beginning of each work shift.
  - e. Provide visitor management, sign-in visitors and call the appropriate sponsor to alert them of the visitor's arrival.

- f. Guards will maintain a clean and neat appearance (company issued blazer, uniform trousers, shirt & tie) at all times.
- g. Perform any other associated loss prevention/physical security, or customer service related duties as required. This may include answering telephones, forwarding calls, and taking messages.
- h. Perform daily inspections of all areas, including the lower level of the office area, to ensure that safe and secure conditions are maintained. It will be a requirement of the contractor to provide a patrol scan system capable of monitoring guard patrols, and issuing completion percentage reports on a regular basis. These reports must be sent to the COTA Director of Security, and/or their designees once per month. Proposer must include the model number and specifications for the patrol scan system that will be used.
- i. Monitor all alarm notification systems as dictated by the COTA Director of Security, and/or their designees, investigate accordingly, and notify the appropriate personnel as instructed. Guards are discouraged from endangering their personal safety.
- j. Monitor the CCTV system located at the security guard desk, and investigate and record unusual activity on the daily activity report.
- k. The Security Supervisor will report directly to the COTA Director of Security during the hours of 8:30 AM to 5:30 PM.
- l. The security guards will keep daily log of any security related issues as well as a written incident report of any incidents occurring on their shift.
- m. The Contractor will provide a weekly guard schedule to the COTA Director of Security, and ensure that copies of the schedule are delivered to the COTA Security representative at the Fields Campus, Downtown South Terminal and the McKinley Avenue facility.

#### 4. Criminal Background

If COTA discovers that the Contractor has assigned a security guard without conducting a criminal background check, or whose criminal background check revealed a previous record of conviction (other than minor traffic violations non-related to the current security assignment), and the employee has not been reported for immediate removal, then the total paid to the contractor for the guard's services shall be refunded to COTA.

Should the contractor assign an employee who has not had a favorable background check completed, that person will be immediately removed from the property. The contractor must remove their employee from COTA service who is convicted of a felony crime during his/her employment. After initial background checks have been made, they must be completed annually for any person working at any COTA facility. Anyone with a felony conviction will not be employed at COTA. The COTA Director of Security, and/or their designees shall have the right to request a copy of all background checks from the Contractor at any time.

5. Damage, Theft or Misuse of COTA Equipment

If any of COTA's systems (e.g., closed circuit television, etc.) is damaged or if there is any theft or negligence by the contractor's employees, the contractor shall be held liable for replacement or repair cost of the items. Additionally, guards are not permitted to use COTA computers or telephones for their personal use. **Any guard observed using COTA property without authorization will not be permitted to work at any COTA facility.**

6. Photo Identification

The contractor shall assure that photo ID cards are issued to each guard and that each guard wears it in full view when on duty.

7. Parking is **not** available for guards at the 33 N High Street location. Parking arrangements will need to be made by the contractor and their employee.





- h. Monitor all alarm notification systems as dictated by the COTA Director of Security, and/or their designees, investigate and respond accordingly, and notify the appropriate personnel as instructed. Guards are discouraged from endangering their personal safety.
- i. Report directly to the Security Supervisor on duty at 33. N. High Street.
- j. Monitor the CCTV system located at the terminal desk, and investigate and record unusual activity on the daily activity report.
- k. Security guards will keep daily log of any security related issues as well as a written incident report of any incidents occurring on their shift.

4. Criminal Background

If COTA discovers that the Contractor has assigned a Security Guard without conducting a criminal background check, or whose criminal background check revealed a previous record of conviction (other than minor traffic violations non-related to the current security assignment), and the employee has not been reported for immediate removal, then the total paid to the contractor for the guard's services shall be refunded to COTA.

Should the contractor assign an employee who has not had a favorable background check completed, that person will be immediately removed from the property. The contractor must remove their employee from COTA service who is convicted of a felony crime during his/her employment. After initial background checks have been made, they must be completed annually for any person working at any COTA facility. Anyone with a felony conviction will not be employed at COTA. The COTA Director of Security, and/or their designees shall have the right to request a copy of all background checks from the Contractor at any time.

5. Damage, Theft or Misuse of COTA Equipment

If any of COTA's systems (e.g., closed circuit television, etc.) is damaged or if there is any theft or negligence by the contractor's employees, the contractor shall be held liable for replacement or repair cost of the items. Additionally, guards are not permitted to use COTA computers or telephones for their personal use. **Any guard observed using COTA property without authorization will not be permitted to work at any COTA facility.**

6. Photo Identification

The contractor shall assure that photo ID cards are issued to each guard and that each guard wears it in full view when on duty.

7. Parking is **not** available for guards working the 25 E Rich St location. Parking arrangements will need to be made by the contractor and their employees.



- h. Monitor all alarm notification systems as dictated by the COTA Director of Security, and/or their designees, investigate and respond accordingly, and notify the appropriate personnel as instructed. Guards are discouraged from endangering their personal safety.
- i. Report directly to the Security Supervisor on duty at 33. N. High Street.
- j. Monitor the CCTV system located at the terminal desk (if applicable), and investigate and record unusual activity on the daily activity report.
- k. Security guards will keep daily log of any security related issues as well as a written incident report of any incidents occurring on their shift.

4. Criminal Background

If COTA discovers that the Contractor has assigned a Security Guard without conducting a criminal background check, or whose criminal background check revealed a previous record of conviction (other than minor traffic violations non-related to the current security assignment), and the employee has not been reported for immediate removal, then the total paid to the contractor for the guard's services shall be refunded to COTA.

Should the contractor assign an employee who has not had a favorable background check completed, that person will be immediately removed from the property. The contractor must remove their employee from COTA service who is convicted of a felony crime during his/her employment. After initial background checks have been made, they must be completed annually for any person working at any COTA facility. Anyone with a felony conviction will not be employed at COTA. The COTA Director of Security, and/or their designees shall have the right to request a copy of all background checks from the Contractor at any time.

5. Damage, Theft or Misuse of COTA Equipment

If any of COTA's systems (e.g., closed circuit television, etc.) is damaged or if there is any theft or negligence by the contractor's employees, the contractor shall be held liable for replacement or repair cost of the items. Additionally, guards are not permitted to use COTA computers or telephones for their personal use. **Any guard observed using COTA property without authorization will not be permitted to work at any COTA facility.**

6. Photo Identification

The contractor shall assure that photo ID cards are issued to each guard and that each guard wears it in full view when on duty.

## OTHER PROVISIONS

### 1. Supervision

- a. The Contractor shall be responsible for the supervision, training and assignment of the guards. Proposers must provide a sample copy of their company's post orders and training program.
- b. The Security Supervisor shall provide close supervision of the security guards at all locations and shall verify that guards are on duty when scheduled.
- c. At least once each week, each site shall be visited by an official from the contractor management team. The guards shall be inspected for appearance, workspace and patrol vehicle cleanliness, the efficiency of the employee's work in general, and assessment of the guard's knowledge of general of duties performed at the contract site. The Contractor shall promptly resolve any problems identified to the satisfaction of COTA. A written report of each inspection shall be submitted to the COTA Director of Security, and/or their designees the first of each month. These inspections are expected to include all shifts, and occur on a random basis.

### 2. Guards

- a. Each security guard shall possess a high school diploma or a G.E.D. Certificate, and shall be at least eighteen (18) years of age.
- b. All guards must be without physical or mental defects or abnormalities which would interfere with the performance of duties. Guard shall possess near and far vision and hearing ability so as to understand conversation in a noisy environment, and the ability to discriminate the origin of a sound to avoid hazards.
- c. A thorough statewide criminal background check must be performed on all persons employed as guards assigned to these facilities, before the guard is assigned. Guards must never have been convicted of a felony or other criminal offense which in COTA's sole discretion would inhibit the guard's ability to perform his/her duties in a reliable, competent and trustworthy manner in accordance with the scope of work.
- d. The guards are required to comply with all the working rules and regulations set forth in the scope of work.
- e. All guards shall meet the following minimum qualifications prior to being assigned to this contract. Prior to allowing any employee to begin working at any COTA property, the Contractor shall submit documentation in regard to items i through iv listed below, to the COTA Director of Security and/or their designees for final approval.

- i. A minimum of six (6) months experience as a security guard.
- ii. Guards must currently be employed by the Contractor for a minimum of three (3) consecutive months unless waived by COTA.
- iii. Security guards assigned to these facilities must have the physical abilities to:
  - Walk
  - Bend
  - Stand
  - Lift/Carry
  - Climb Stairs
  - Run
  - Reach
  - Handle
  - Push

This job also can require stamina or the ability to exert oneself physically over a period of time as needed to perform security duties.

- iv. Sufficient training to effectively perform and/or administer service in the following functions:
  - Emergency and safety procedures (includes high rise facilities).
  - Report writing, completing daily shift reports and incident reports.
  - Ability to orient to new client sites, duties and functions.
  - Operation of a telephone and hand-held radio.
  - Utilization and operation of a hand-held fire extinguisher, and fire prevention procedures.
  - Valid Ohio Driver's License
- f. Guards must have the ability to maintain poise and self-control under stress.
- g. Guards must have the ability to understand and apply various rules and regulations during the execution of their daily duties and responsibilities.
- h. Each guard assigned to COTA's account must pass a pre-employment drug and alcohol test which is to be administered in accordance with the Contractor's Drug and Alcohol Policy.
- i. Guards must be United States citizens, or aliens properly registered with the U.S. Immigration and Naturalization Service.

### 3. Guard Replacements

**The Contractor shall be responsible for providing properly trained, replacement guard personnel due to absence of assigned guard personnel for any reason, within two (2) hours of notification.**

4. Guards are not be permitted to carry or possess, and are not authorized to use, any type of the following on COTA property:  
Firearms or ammunition, fixed blade knives, swords/machetes, intermediate weapons such as OC/Mace, TASERS, stun guns, metal bodied flashlights that exceed 15 inches in length, or rigid/expandable batons.
5. The Contractor shall not enter into any subcontracts for the performance of the obligations entered into herein without the prior written expressed permission from COTA.
6. In order to ensure proper and efficient performance of the contractual obligations specified in this proposal, and to maintain efficient monitoring of performance, an official of the contracted guard service shall meet once a month or as required, with the COTA Director of Security or his/her designee.
7. The Contractor shall provide a list of three (3) or more management personnel with 24 hour telephone numbers for emergency contact.
8. **One guard** may be required for up to 72 hours of service during the annual COTA Family Day to be scheduled by the Transportation Department. This additional service will be addressed by a written contract modification signed by authorized representatives of both parties. Proposers shall provide pricing to provide a marked patrol vehicle for their employees to use during these service hours. The vehicle will be fueled and maintained by the contractor.
9. **Two guards** will be required annually in July for the Independence Day holiday to assist in securing COTA facilities during the Red, White and Boom activities at COTA facilities as follows:
  - McKinley Facility – One additional guard during the hours of 3:00 pm until 6:00 am. This additional service will be addressed by a written contract modification signed by authorized representatives of both parties.
  - Fields Facility – One additional guard during the hours of 3:00 pm until 6:00 am. This additional service will be addressed by a written contract modification signed by authorized representatives of both parties.

## **PART IV: PROPOSAL SUBMISSION**

## **PROPOSAL SUBMISSION**

### **SECTION 1: BACKGROUND SUMMARY**

Following the opening of the proposed packages, the contents will be checked for compliance with the requirements set forth in the RFP. Copies will then be distributed to an evaluation committee comprised of COTA employees.

The committee members will individually review and study the proposals in terms of the requirements outlined in this RFP in preparation for a meeting where a comparative discussion and evaluation will take place.

Based on the following criteria, COTA will select the best qualified firm and may enter into a contract with the successful company for security guard services.

When submitting your proposal, please ensure each proposal is identified by each of the areas identified below.

### **SECTION 2: MANAGEMENT SUMMARY**

Proposers shall provide a cover letter indicating the underlying philosophy of the firm in providing the services as specified in the RFP.

### **SECTION 3: PROPOSAL FORMAT**

Proposal must be submitted on 8 ½ x 11” paper. Proposals are to be prepared simply; elaborate artwork, expensive paper, visual, and other presentation aids are not required. All pages of the proposal must be numbered.

Each copy of the proposal must be bound or contained in binders.

### **SECTION 4: PROPOSAL EVALUATION CRITERIA**

Selection of the successful Offeror will be based upon submission of proposals meeting the selection criteria. Offeror are required to address each evaluation criteria in the order listed and to be specific in presenting their qualifications.

#### **4.1 QUALIFICATIONS, EXPERIENCE AND REFERENCES**

- 4.1.1 Provide a discussion on your company’s experience, background and history as it pertains to security services and the address, telephone number and e-mail address of the office from which the service will be provided. Information must confirm a minimum of six (6) years of experience in security services.
- 4.1.2 Provide a list of a minimum of four (4) references who may be contacted in order to assist in the evaluation of your past performance. Please limit these references to organizations (preferably government agencies currently serviced in the Columbus area by the Columbus branch) for whom you have provided



services over the past three (3) years. Information should include the organization name, contact person, complete address, telephone number and e-mail address.

- 4.1.3 Provide documentation (licenses) confirming the firm is licensed by the State of Ohio in accordance with Section 4749 of the Ohio Revised Code to provide security services.
- 4.1.4 Provide documentation to confirm the firm is bonded.
- 4.1.5 Provide the annual turnover rate of guards in the Columbus branch only.
- 4.1.6 Provide model number and specifications for the patrol scan system to be used at the required facilities.

#### 4.2 HIRING PRACTICES

- 4.2.1 Describe criteria for screening and selecting employees. Advise if police checks are performed and, if so, advise if checks are citywide, statewide or nationwide.
- 4.2.2. Provide information on the types of benefits provided to guards.
- 4.2.3. Advise if the company has different classifications for guards according to experience.
- 4.2.4. Provide the minimum wage standard for guards.
- 4.2.5. Provide a copy of the company's drug and alcohol policy to determine pre-employment procedures for drug and alcohol screening.
- 4.2.6. Provide information on the firm's employee discipline policy.
- 4.2.7. Provide details on how the firm handles shift abandonment.

#### 4.3 TRAINING

- 4.3.1. Provide a resume for the individual responsible for training guards.
- 4.3.2. Describe procedures for handling situations (i.e., fire, vandalism, theft).
- 4.3.3. Provide a description of the company's training program for guards.
- 4.3.4. Indicate the length of the training program and the procedures for determining if employees are adequately trained.
- 4.3.5. Provide an explanation of normal backup and continuous operating procedures.
- 4.3.6 Provide a sample copy of your company's post orders.
- 4.3.7. Provide an explanation of how the company handles post orders.
- 4.3.8. Provide information on how the company tracks any Federal or State training requirements.

#### 4.4 SUPERVISION

- 4.4.1 Provide the ratio of supervisors to guards, advise on how guards report to supervisors while on duty and describe your reporting procedures.
- 4.4.2 Provide a resume for the site supervisor and the operations manager who will be assigned to the project.

- 4.4.3 Provide a discussion of the experience of the company management team.
- 4.4.4. Provide information on the line of communication during business hours and non-business hours.

4.5. FINANCIAL STABILITY

- 4.5.1 Attach balance sheets, income statements and statements of changes in financial position for the most recent fiscal/calendar year. If your firm does not have balance sheets, income statements and statements of changes in financial position prepared or audited by independent accountants, your firm's Chief Executive Officer must attest in writing as to the fairness of presentation of such comments.

4.6. PRICING

- 4.6.1. Proposers must submit their hourly and monthly rate for each site identified below with number of hours and employees to be charged. This price shall include overhead and profit. Costs shall be provided for Year 1 and Year 2. The cost for option Year 3 shall be based on Year 2 cost plus an adjustment based on the Consumer Price Index (CPI).
  - Guard Service at the McKinley Avenue Facility
  - Optional Enhanced Coverage at the McKinley Avenue Facility
  - Guard Service at the Fields Avenue Facility (1333 Fields, 1330 Fields and 1325 Essex Ave)
  - Optional Enhanced Coverage at the Fields Avenue Facility (1333 Fields, 1330 Fields and 1325 Essex Avenue)
  - Guard Service at 33 North High Street
  - Guard Service at 25 E Rich Street
- 4.6.2 Proposers shall provide their hourly rate for Saturday, Sunday and holiday service and their hourly overtime rate (for hours other than those listed in the Scope of Work).
- 4.6.3 Proposers shall provide the cost per day for the optional marked patrol vehicle to be used at the McKinley Ave Facility and the Fields Ave Campus.

**NOTE:** COTA requires security guards to be paid a minimum of \$12.50 per hour for Year 1; \$13.00 per hour for Year 2; and \$13.50 per hour for the option year if this option is used.

SECTION 5: SUMMARY OF PROPOSAL REQUIREMENTS

- 5.1.0. Proposers MUST submit five (5) copies of the proposal, one (1) original and four (4) copies. The proposal shall be organized in conformity with Part IV.
- 5.1.1 Proposers are also required to include Attachment A, Non-Collusion Affidavit; Attachment B, Certification Regarding Delinquent Taxes; Attachment C,

Nondiscriminatory Certification; Attachment D, Certification Regarding Debarment, Suspension and Other Responsibility Matters, Attachment E, Certification of Restrictions on Lobbying; Attachment F, Acknowledgement of Addendum Receipt, Attachment G, Declaration of Material Assistance/Non-assistance to a Terrorist Organization; and Attachment H, Certification of Compliance with Section 3517.13 of the Ohio Revised Code, Attachment I, Conflict of Interest Form, Model Number and Specification for patrol scan system, Performance Bond.

- 5.1.2 Proposals received by the due date will be reviewed by a selection committee composed of representatives from COTA. COTA may conduct onsite interviews to determine the prospective contractor's performance capability under the terms of the proposed Contract.
- 5.1.3 COTA reserves the right to award a contract based on submittals alone.
- 5.1.4 The Proposer is responsible for all costs associated with the preparation and submittal of its proposal. If pre-printed materials are submitted such as brochures, the pertinent information (i.e. information that specifically addresses the requirements described previously should be highlighted, underlined or circled).

## SECTION 6: PROPOSAL EVALUATION

- 6.1.0 Although all material submitted will be considered by COTA in the selection process, the primary basis for evaluation shall be the documents and information specified in part IV of this RFP.
- 6.1.1 Significant criteria for evaluation include the following, in descending order of importance:
  - Qualifications, Experience and References
  - Hiring Practices
  - Training
  - Supervision
  - Financial Stability
  - Reasonableness of the requested pricing information
  - Oral presentations, if requested by COTA

**SECTION 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.



**NONDISCRIMINATORY CERTIFICATION**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

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, DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

1. By signing and submitting this bid or proposal, the prospective Lower Tier Participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective Lower Tier Participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government and COTA may pursue available remedies, including suspension and/or debarment.
3. The prospective Lower Tier Participant shall provide immediate written notice to COTA if at any time the prospective Lower Tier Participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “persons”, “lower tier covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the definitions and coverage sections of rules implementing executive order 12549 (49 CFR Part 29).
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by COTA.
6. The prospective Lower Tier Participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction”, without modification, in all Lower Tier covered transactions and in all solicitations for lower tier covered transaction.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a Lower Tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the non-procurement list issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, COTA may pursue available remedies including suspension and/or debarment.

---

Authorized Signature

---

Title

---

Company Name

---

Date

**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 \_\_\_\_\_

**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

**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 SECTION 3517.13 OF THE OHIO REVISED CODE**

The individual listed as the signatory of this certification is a duly appointed representative of the named entity and as such 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)  
to be let by the Central Ohio Transit Authority (COTA) who, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. That none of the following individually, if awarded a contract for the purchase of goods or services in excess of \$500, will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000, to any member of COTA or their individual campaign committees:
  - a. Sole proprietor
  - b. Any partner or owner or shareholder of the partnership (if applicable);
  - c. Any owner of more than %20 of the corporation or business trust (if applicable);
  - d. Each spouse of any person identified in (a) through (c) of this section;
  - e. Each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).
2. That none of the following have collectively made since April 4, 2007, and that, if awarded a contract for the purchase of goods or services in excess of \$500, none of the following will collectively make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributors totaling in excess of \$2,000, to any member of COTA or their individual campaign committees:
  - a. Sole proprietor
  - b. Any partner or owner or shareholder of the partnership (if applicable);
  - c. Any owner of more than %20 of the corporation or business trust (if applicable);
  - d. Each spouse of any person identified in (a) through (c) of this section;
  - e. Each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section.

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

**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: \_\_\_\_\_