

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
- Certification of Compliance with Section 3517.13 of the Ohio Revised Code
- Non-Conflict Affidavit
- Acknowledgement of Addendum

Any questions regarding this solicitation should be presented in writing via e-mail to Kevin Christopher, Director of Supply Management, at christopherk@cota.com on or no later than August 14, 2019– 5:00 p.m. EDT.

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.



TO: ALL PROPOSERS

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

DATE: JULY 25, 2019

**SUBJECT: REQUEST FOR PROPOSALS FOR VIDEO
ANIMATION SERVICES – RFP #2019-10**

**PRE-PROPOSAL CONFERENCE: AUGUST 13, 2019 – 10:00 A.M. EDT
1600 MCKINLEY AVENUE
COLUMBUS, OHIO 43222**

**PROPOSALS DUE: AUGUST 22, 2019 - 2:00 P.M. EDT
33 NORTH HIGH STREET
COLUMBUS, OHIO 43215**

The Central Ohio Transit Authority is soliciting proposals for **Video Animation Services – RFP #2019-10**.

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. EDT. on August 22, 2019.**

COTA reserves the right to reject any and all proposals.

**REQUEST FOR PROPOSALS FOR
VIDEO ANIMATION SERVICES
RFP #2019-10**

**CENTRAL OHIO TRANSIT AUTHORITY
33 N. HIGH STREET
COLUMBUS, OHIO 43215**

JULY 25, 2019

**TABLE OF CONTENTS FOR REQUEST
FOR PROPOSALS FOR VIDEO ANIMATION SERVICES – RFP #2019-010**

	<u>PAGE</u>
PART I: INFORMATION	
SECTION 1: Definitions.....	I-1
SECTION 2: COTA Background.....	I-2
SECTION 3: Proposal Information.....	I-2
PART II: CONTRACT CLAUSES	
SECTION 1: Terms and Conditions.....	II-1
PART III: SCOPE OF WORK	
PART IV: PROPOSAL SUBMISSION	
SECTION 1: Background.....	IV-1
SECTION 2: Executive Summary.....	IV-1
SECTION 3: Proposal Format.....	IV-1
SECTION 4: Evaluation Criteria Defined.....	IV-1
SECTION 5: Summary of Proposal Requirements.....	IV-3
SECTION 6: Proposal Evaluation Criteria.....	IV-3
SECTION 7: No Contact Policy.....	IV-4
PART V: PROPOSAL FORMS	
Non-Collusion Affidavit.....	V-1,1a,1b
Certification Regarding Delinquent Taxes.....	V-2
Non-Discriminatory Certification.....	V-3
Certification Regarding Debarment, Suspension and Other Responsibility Matters.....	V-4,4a
Certification of Restrictions on Lobbying	V-5
Acknowledgement of Addendum Receipt.....	V-6
Certification of Compliance with Section 3517.13 of the Ohio Revised Code..	V-7
Conflict of Interest Form.....	V-8

PART I: GENERAL INFORMATION

PART I: 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/Lessor

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

1.5. FTA

Federal Transit Administration.

1.6. Contracting Officer

Director of Supply Management.

SECTION 2: COTA BACKGROUND

2.1. Location

COTA's Customer Service Center and main administrative offices are located in downtown Columbus, at 33 North High Street. COTA's bus maintenance and storage facility is located at 1600 McKinley Avenue, Columbus, Ohio. COTA's bus maintenance and storage facility is located at 1333 Fields Avenue, Columbus, Ohio, COTA's Linden Transit Center located at 1390 Cleveland Avenue, Columbus, Ohio, COTA's Easton Transit Center is located at 4260 Stelzer Road, Columbus, Ohio and COTA's Near East Transit Center located at 1125 East Main Street, Columbus, Ohio.

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: PROPOSAL INFORMATION

3.1. Basis for Contract Negotiation

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

3.2. Receipt of Proposals

Sealed Proposals marked "REQUEST FOR PROPOSALS – RFP #2019-10 – VIDEO ANIMATION SERVICES" will be received at the office of the Supply Management Department, Central Ohio Transit Authority, 33 North High Street, Columbus, Ohio 43215 until 2:00 p.m., local time on August 22, 2019. One (1) original and four (4) copies of the proposal must be submitted.

Proposals received by COTA after that date and time will not be opened or considered. The Proposer is responsible for all costs associated with the preparation and submittal of his/her proposal.

3.3. Proposal Withdrawal

After the proposals are opened proposals may not be withdrawn for sixty (60) calendar days, prior to the date/time set for the proposal opening, however, proposals may be modified or withdrawn by the proposers authorized representative in person or by written notice. If proposals are modified in person, the authorized representative shall make his/her identity known and shall sign a receipt for the proposal.

Written notices shall be received in the Supply Management Office no later than the exact date/time for the proposal opening. All changes received after the Proposal deadline will not be opened or considered.

3.4. Revision to the RFP

In the event it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable a proposer to make a reasonable interpretation of the provisions of this RFP, an addendum to the RFP shall be provided to each known prospective proposer. All addenda sent must be acknowledged by written receipt.

3.5. 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.

3.6. Funding

The proposed contract shall be funded with local funds.

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. Period of Performance

The performance under a contract agreement awarded pursuant to this RFP will commence on or around October 1, 2019 and expire September 30, 2020 with an option to renew for one (1) additional year.

3.9. Record Keeping

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

3.10. 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.

3.11. 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.

3.12. 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.

3.13. Bid Protest Procedures

General

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

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

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

Protests Before Award

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

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

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

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

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

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

Protests After Award

Protest against award must be filed with the Supply Management Department and within five (5) days immediately following the award. The protest shall be received by the Director of Supply Management. The contractor/awardee shall in any event be furnished with the notice of protest and the basis therefore. Also, when it appears likely that an award may be invalidated and a delay in receiving the supplies or service is not prejudicial to COTA's interest, the

Director of Supply Management shall consider a mutual agreement with the contractor to suspend performance on a no-cost basis.

Decision on Protest

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

Definitions

- “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.

3.14. Correspondence

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

3.15. Single Proposal Response

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 may be performed of the cost proposal in order to determine if the price is fair and reasonable.

3.16. 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.

3.17. 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.

3.18. Debriefing

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

3.19. 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.

3.20. 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.

3.21. Requirement Contract

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

3.22. 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.

3.23. Pre-Proposal Conference

A Pre-Proposal Conference will be held on August 13, 2019 at 11:00 a.m. at 1600 N. McKinley Avenue, Columbus, Ohio, 43222 to allow for questions regarding this solicitation. All prospective proposers are urged to attend.

3.24. Explanation to Proposers

Any explanation desired by a proposer regarding the meaning or interpretation of this solicitation must be requested in writing and submitted to the attention of Kevin Christopher, Director of Supply Management, at christopherk@cota.com by no later than August 14, 2019 – 5:00 p.m. EDT. Additional written information provided to any prospective Proposer concerning this RFP shall be furnished to all prospective proposers.

3.25. Duty to Inform

Should a proposer find discrepancies or omissions in the RFP, or should the proposer be in doubt as to meaning, the proposer shall at once notify Kevin Christopher, Director of Supply Management, via e-mail at christopherk@cota.com by 5:00 p.m. EDT on August 14, 2019. If COTA agrees to the point (s) in question is/are not clearly and fully set forth a written addendum shall be sent to all known proposers. COTA shall not be responsible for any instruction given or any written material provided by any person other than the Director of Supply Management or his/her designee.

3.26. Signature Requirements

Submitted proposals must be signed by an authorized officer(s) eligible to sign binding contract documents for the proposer. Consortiums, joint ventures or team submitting proposals, although permitted and encouraged, shall not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The submittal must indicate the legal entity.

Proposers are made aware that joint responsibility and liability shall attach to any resulting contract and failure of one party in a joint effort to perform shall not relieve the other party or parties of total and satisfactory responsibility for contract performance.

3.27. Cost of Proposal Preparation

COTA shall not be liable for any cost or expense incurred for preparation of a proposal in response for to this RFP. Proposers shall not include such expenses as part of the cost proposal. COTA shall be held harmless and free from any and all liability, claims, or expenses whatsoever, incurred by, or on behalf of, any person or organization responding to this RFP.

3.28. Exceptions

The proposer shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions and specification. Failure to furnish the statement will mean that the proposer agrees to meet all requirements of this RFP.

3.29. Pre-contractual Expenses

COTA shall not be liable for any pre-contractual expenses incurred by any proposer or by any selected contractor. Proposers shall not include any such expenses as part of the cost proposal

in response to the RFP. COTA shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by or on behalf of any person or organization responding to this RFP. Pre-contractual expenses are defined as expenses incurred by proposers and the selected contractor, if any, in:

- (a) Preparing statements of qualifications and cost proposals in response to this RFP
- (b) Negotiations with COTA on any matters related to this procurement
- (c) Costs associated with interviews or meetings
- (d) Other expenses incurred by a proposer/contractor prior to the date of award and a formal notice to proceed for any agreement.

3.30. 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.

PART II: CONTRACT CLAUSES

SECTION 1: TERMS AND CONDITIONS

1.1. Audit and Inspection of Record

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 pertinent to this Contract until the expiration of three (3) years after the final payment under this contract. The Contractor shall provide for such inspection rights in all its subcontracts.

1.2. Resolution of 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.

1.3. 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.

1.4. 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.

1.5. Equal Employment Opportunity

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

The Contractor will comply with Executive Order 11246, "Equal Employment Opportunity," as amended and supplemented.

1.6. 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.

To best assure compliance with federal regulations and meet COTA's established goals, Contractors (prime and sub) on COTA projects must submit all payment and invoice information electronically using the PRISM* monitoring system. Contractors shall attend mandatory training (Introduction to PRISM Reporting) provided by COTA.

Contractors (prime and sub) must scan and attach to the file all cancelled checks, invoices and other required documents. Contractors shall submit their information in a timely manner. Failure to comply with DBE requirements as set forth will be considered breach of contract.

*PRISM Software is a DBE compliance management system from Early Morning Software, 227-229 N. Holiday Street, Baltimore, MD 21202.

1.7. Contract Termination

Termination for Default

In the event the contractor fails to perform any requirement of this agreement, COTA may terminate this agreement by giving written notice to the contractor of COTA's intention to terminate because of failure of the contract to so perform as specified in the notice. If the contractor corrects the nonperformance to the satisfaction of COTA within ten (10) days after such notice is given, then this agreement shall not be terminated on that ground. If the contractor fails to correct the nonperformance to the satisfaction of COTA within the ten (10) day period, then this agreement shall terminate on final written notice by COTA.

In the event of the breach of this agreement by the contractor so that COTA engages other companies to perform the service called for to be performed by the contractor under this agreement, the contractor agrees to reimburse COTA all costs incurred by COTA in procuring such service in excess of the cost provided by agreement for that service.

Termination for Convenience

COTA, by written notice, may terminate this Contract, in whole or in part, whenever COTA determines that such termination is in the best interest of COTA without showing cause, by giving written notice to the contractor. COTA shall pay all reasonable costs incurred by the contractor up to the date of termination. However, in no event shall the contractor be paid any amount which exceeds the price of the work performed. The contractor will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

1.8. Termination Funding

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

1.9. 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.

1.10. 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.

1.11. 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.

1.12. 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.

1.13. 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.

1.14. Insurance

The Contractor shall purchase and maintain, from insurance companies and in a form acceptable to COTA, insurance of types and amounts not less than the following:

- A. Workers Compensation – Statutory Limit
- B. Comprehensive General Liability - \$500,000 Combined
Personal Injury/Property Damage – Single Limit
- C. Comprehensive Automobile Liability - \$500,000 Combined
Personal Injury/Property Damage – Single Limit

The Contractor shall cause a Certificate of Insurance to be issued to COTA evidencing such coverage naming COTA as an additional insured and shall furnish such certificate prior to contract execution.

1.15. 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.

1.16. 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.

1.17. Not Used

1.18. Not Used

1.19. 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.

1.20. 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.

1.21. 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 maybe in conflict, and shall be deemed modified to conform to lawful provisions, so as to give them as much effect as legally possible.

1.22. 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.

1.23. 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.

1.24. 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. Description of and date services were performed.
- C. Total charge for the month.

1.25. Not Used

1.26. Not Used

1.27. 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.

1.28. Clean Air Act and Federal Water Pollution Control Requirements

Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air act (42 USE 185(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibits the use under non-exempt federal contracts, grants or loans, or facilities included on the EPA list for Violating Facilities. Contractor shall report violations to FTA and to the USEPA Assistant Administrator for Enforcement (EN0829).

1.29. Recycled Products

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement for the items designated in Subpart B of 40 CFR Part 247.

1.30. 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.

1.31. 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.

1.32. 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, and (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.

1.33. 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.

1.34. 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.

1.35. 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.

1.36. 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.

1.37. 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.

1.38. 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.

1.39. Prices Shall Be Fixed for the Term of the Contract

The prices shall remain fixed and firm during the term of the contract and Option Year 1.

1.40. Exercising of Option Year Periods

At least thirty (30) days prior to the expiration of a contract period, COTA will evaluate its future needs and determine the necessity for continuing these services. COTA's decision to exercise an option period will be provided in writing to the contractor.

1.41. Payment Terms

Compensation for services will be paid on a monthly basis (or more frequently, if agreed to by both parties). Invoices must include a complete description of services rendered, and invoice values must agree with contract pricing. COTA will forward payments to contractor (s) within thirty (30) calendar days after receipt of the invoice. All invoices must be emailed to accountspayable@cota.com.

1.42. Notification of Material Change in Business

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

PART III: SCOPE OF WORK

SCOPE OF WORK FOR VIDEO ANIMATION SERVICES

1.0 - BACKGROUND

The Central Ohio Transit Authority (COTA) is requesting proposals for experienced video animation agencies. The goal of this partnership is to create digital storytelling tools that can be utilized in the promotion of COTA services. This is a 1-year contract with an option to renew for one (1) additional year.

COTA is seeking a qualified firm or firms to provide video animation services for COTA initiatives. The requested services are to include the production, execution and editing of professional quality video animation.

COTA initiatives will include, but are not limited to the following:

- Service Promotion
- Ridership Promotion

Please note that COTA reserves the right to award multiple contracts for these services to ensure that our business needs are met.

Transit is a unique industry with complex customer interface. Experience in transit and/or government/non-profit organizations is preferred. A deep understanding of the Central Ohio area will benefit the successful proposer.

2.0 - QUALIFICATIONS

- 2.1 Proposer must have a full-service video animation team including voice over, live action and experienced animators.
- 2.2 Proposer must have the ability to export in a multitude of formats.
- 2.3 Proposer must have the ability to provide multimedia content that maintains a balance of creative and professional.
- 2.4 Proposer must have the ability to partnership on portraying COTA campaign goals and vision.
- 2.5 Proposer must have the ability to provide regular partner contact to maintain a strong working relationship.
- 2.6 Proposer must have the ability to complete projects in a timely manner according to the schedule articulated by COTA staff. Complete projects include the transfer of the completed, approved video to a COTA employee via email or file transfer.
- 2.7 Proposer must have the ability to comply with all City, State, and Federal laws.

- 2.8 Proposer must be sensitive to COTA's institutional needs and vision, up to and including COTA's commitment to representing the diversity of our community.
- 2.9 Proposer must be able to work with all of COTA's stakeholders as well as any other representative of COTA including staff, contracted vendors, and volunteers.
- 2.10 The firm must have the ability to adhere to non-disclosure agreements protecting trade practices and policies.
- 2.11 The firm must sign a statement confirming that all final products (videos cleared for publishing) shall belong to COTA upon completion of a project for COTA to use on an as-needed basis.
- 2.12 A minimum of three (3) references that currently receive services similar to the services requested by COTA must be provided with the proposal. References must include company name, address, contact person, telephone number, and e-mail addresses. NOTE: The reference list should NOT include projects for COTA.

3.0 – UNDERSTANDING OF PROJECT

- 3.1 The contract term will begin on or around October 1, 2019 and will expire September 30, 2020 with an option to renew for one (1) additional year.
- 3.2 COTA will require approximately ten (10) hours of video animation services per month. This estimate is subject to change based upon the business needs of COTA.
- 4.3 The proposer must provide a breakdown of costs associated with production of 30-90 second videos.
- 4.4 The proposer must include a breakdown of sample timeline including storyboarding, production, review, and exporting.

4.0 - PRICING

- 4.1 The proposer must provide the hourly rate that will be charged to COTA for year 1 and the option year for all video animation services. Please note that this rate should include all costs associated with the production, execution and editing of professional quality video animation. COTA's budget for year 1 of this project is \$20,000.

PART IV: PROPOSAL SUBMISSION

PART IV: PROPOSAL SUBMISSION

SECTION 1: BACKGROUND

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 videography services.

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

SECTION 2: EXECUTIVE SUMMARY

Provide a cover letter signed by an authorized officer indicating the underlying philosophy of the firm in providing the required services.

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: EVALUATION CRITERIA DEFINED

These criteria to be used in the evaluation of qualifications for the development of the short list of those offerors to be considered for interviews and/or potential negotiations. Offerors are required to address each evaluation criteria in the order listed and to be specific in presenting their qualifications. Offerors shall structure their proposal response so that it contains tabs, sections pertaining to the following areas.

4.1 QUALIFICATIONS, EXPERIENCE AND REFERENCES

- 4.1.1 Provide a discussion on your company’s experience, background and history as it pertains to providing the services that are requested in the Scope of Work.
- 4.1.2 Provide a list of a minimum of three (3) references who may be contacted in order to assist in the evaluation of your past performance. Please limit these references to organizations (preferably government, industrial or commercial accounts) for whom you have provided similar services within the past three (3) years.

Information should include the organization name, contact person, complete address, telephone number and an e-mail address. Note: The reference list should not include projects for COTA.

- 4.1.3 Provide a description of your firm's capabilities, including information on facilities, staff, and your ongoing projects and contracts.
- 4.1.4 Provide the address, telephone number, and e-mail address of the office from which the services will be provided.
- 4.1.5 Provide a 30-90 second sample video reel (on a CD or flash drive) of your firms past video animation work. Samples should include work that is relevant to the needs of COTA as described in the scope of work.
- 4.1.6 Provide a list of video animation equipment and editing software that is owned by your firm that would be used for COTA projects.
- 4.1.7 Provide a discussion as to why COTA should select your company to provide video animation services.

4.2 UNDERSTANDING OF PROJECT

- 4.2.1 Provide a detailed discussion of your understanding of COTA's needs and your planned approach to fulfilling those needs, including information on the proposed role of any subcontractors (if applicable).
- 4.2.2 Provide your proposed approach to fulfilling the requirements of this project, up to and including a discussion on quality control and how it will be accomplished.
- 4.2.3 Provide a sample project timeline/schedule that demonstrates the amount of time that will be needed to finish a project.
- 4.2.4 Provide the financial benefit by virtue of COTA granting exclusive rights to video animation services.

4.3 PRICING

- 4.3.1 Provide the hourly rate that will be charged to COTA for year 1 and the option year for all video animation services. Please note that this rate should include all costs associated with the production, execution and editing of professional quality video animation.

4.4 PERSONNEL

- 4.4.1 Provide the name and full resume of the individual who will serve as the project manager, including information on their past experiences with similar projects.
- 4.4.2 Provide the names and resumes for the supporting staff team members on this project, including information on their past experience on similar jobs and the length of time that they have been with the firm/company.

SECTION 5: SUMMARY OF PROPOSAL REQUIREMENTS

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.

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, Certification of Compliance with Section 3517.13 of the Ohio Revised Code; and Attachment H, Conflict of Interest Form.

Proposals received by the due date will be reviewed by an evaluation 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.

COTA reserves the right to award a contract based on submittals alone.

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 CRITERIA

- 6.1. 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.
- 6.2. Significant criteria for evaluation include the following, in descending order of importance:
 - A. Qualifications, Experience and References
 - B. Understanding of Project
 - C. Pricing
 - D. Personnel
 - E. Oral presentation (if applicable)

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

SECTION 7: NO CONTACT POLICY

- 7.1 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.

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

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: _____

