

NOTICE TO PROSPECTIVE BIDDERS

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

ONLY RESPONSIVE BIDS WILL BE CONSIDERED

The bid MUST include the following:

- Bid Forms 1 through 1g to be returned via email at PURCHASING@COTA.COM in Excel file format "RFB # 2020-23 bid worksheet"
- One (1) copy of Bid Forms 1 through 1g fully printed, signed and completed as indicated
- Non-Collusion Affidavit
- Certification of Restrictions on Lobbying
- Certification Regarding Debarment, Suspension and other Responsibility Matters
- Certification Regarding Delinquent Taxes
- Nondiscriminatory Certificate
- Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization
- Buy America Certificate
- Acknowledgement of Addendum Receipt
- Certification of Compliance with Section 3517.13 of the Ohio Revised Code

If approved equal product is submitted, bidders must adhere to Section I, Item 37 Qualifying of Approved Equal.

In order to participate in COTA's bidding opportunities, prospective bidders must have on file a completed vendor registration form prior to contract award. A copy of this form is available at www.cota.com.

Any questions and/or comments regarding the contents herein should be presented in writing via e-mail to Bruce Neel, CPPB, Purchasing Agent, at PURCHASING@COTA.COM on or no later than November 13, 2020 – 5:00 p.m. EST.



TO : ALL BIDDERS

**FROM : JOSHUA A. TRAENKLE
DIRECTOR OF SUPPLY MANAGEMENT**

DATE : OCTOBER 29, 2020

**SUBJECT : REQUEST FOR BIDS FOR THE PURCHASE OF
MISCELLANEOUS PARTS FOR TRANSIT COACHES
RFB # 2020-23**

BID OPENING DATE : NOVEMBER 24, 2020 - 2:00 P.M. EST.

THE ATTENTION OF ALL BIDDERS IS DIRECTED TO THE FOLLOWING:

1. Section I - General Information
2. Section II - Contract Terms
3. Section III - Technical Specifications
4. Section IV - Bid Forms (to be signed and returned)

All bids **MUST** be submitted by using COTA's **BID FORMS** and **MUST** be signed. Any additional attachments required **MUST** be attached to the **BID FORMS**.

COTA reserves the right to reject any and all bids. Bids which do not include the necessary forms will be deemed **NON-RESPONSIVE**. Such bids **MAY NOT** be considered or tabulated.

JT/bn

REQUEST FOR BIDS
FOR THE PURCHASE OF
MISCELLANEOUS PARTS FOR TRANSIT COACHES
RFB # 2020-23

CENTRAL OHIO TRANSIT AUTHORITY
33 N. High Street
Columbus, OH 43215

OCTOBER 29, 2020

**INFORMATION
TO
BIDDERS**

SECTION I
GENERAL INFORMATION

1. The Central Ohio Transit Authority is a political subdivision of the State of Ohio, providing public mass transportation in and around Columbus, Ohio.

2. Definitions of COTA and Contractor

COTA as used hereinafter shall mean the Central Ohio Transit Authority. CONTRACTOR as used hereinafter shall mean the successful bidder to whom the contract may be awarded.

3. Contract/Contract Documents

Contract Documents consist of the contract, the invitation to bid, the definitions, the information to bidders, the specifications, the exhibits and the bid forms including any modifications thereof incorporated in the documents prior to the contract award.

4. Advertisement

In accordance with Resolution No. 1980-66 dated JULY 30, 1980 an advertisement for bids for the "REQUEST FOR BIDS FOR THE PURCHASE OF MISCELLANEOUS PARTS FOR TRANSIT COACHES" to the Central Ohio Transit Authority appears in the Columbus Dispatch under dates of OCTOBER 29, 2020 AND NOVEMBER 5, 2020.

5. Liability

COTA herein is a regional transit authority created and existing under the provisions of Sections 306.30 to 306.71, inclusive of the Ohio Revised Code. By virtue of the provisions of Section 306.31 of the Revised Code, COTA is a political subdivision of the state, and it is understood and agreed that only the corporate entity, Central Ohio Transit Authority shall be liable hereunder.

6. Duration of Contract

The duration of the proposed contract shall be for one (1) year with an anticipated commencement of JANUARY 1, 2021 and expiration date of DECEMBER 31, 2021.

7. Terms of Delivery

All bids for supplies shall include delivery to the designated facilities of COTA without any additional charge, unless accepted on bid proposal.

8. Bid

Sealed bids endorsed Bid for the "REQUEST FOR BIDS FOR THE PURCHASE OF MISCELLANEOUS PARTS FOR TRANSIT COACHES" to the Central Ohio Transit Authority, Columbus, Ohio, will be received at PURCHASING@COTA.COM until NOVEMBER 24, 2020 - 2:00 P.M. EST. Emails received at 2:01 PM EST or later, will be considered late submissions and deemed NON-RESPONSIVE. Emails sent to any other email may be considered NON-RESPONSIVE.

Subject line of email submission MUST be clearly identified as an Invitation to Bid "REQUEST FOR BIDS FOR THE PURCHASE OF MISCELLANEOUS PARTS FOR TRANSIT COACHES - RFB # 2020-23".

9. Form of Bid

Every bid must be made upon the block form of bid attached hereto; must give the price of each and every item bid in figures, and must contain the full name of every person, firm or corporation interested in the bid, the address of the person, firm or the President and Secretary of the corporation bidding; and if a corporation, the bid must give the name of the state in which it is incorporated. (In case of a partnership, the firm name and address, and name and address of each individual partner must be given.)

Bidders will not be permitted to withdraw the bid after it has been deposited with the Supply Management Department. Written change will be accepted up to the bid opening time, but only if emailed to purchasing@cota.com, CHANGE TO BID/PROPOSAL "REQUEST FOR BIDS FOR THE PURCHASE OF MISCELLANEOUS PARTS FOR TRANSIT COACHES" RFB # 2020-23.

Following the Bid opening, withdrawal of Bids shall be governed by Ohio Revised Code Section 9.31.

DO NOT OPEN UNTIL NOVEMBER 24, 2020 - 2:00 P.M. EST.

10. Name of Bidder

Each bid must be clearly signed with the full name and address of each person, firm or corporation interested in it. In case of a partnership, the firm name and address, and name and address of each individual partner must be given.

11. Signature of Bidder

The firm, corporation or individual name of the bidder must be signed by the bidder in the space provided for the signature on the bid blank.

In case of a corporation, the title of the officer signing must be stated and each officer must be thereunto duly authorized. In case of a partnership, the signature of at least one of these partners must follow the firm name, using the term "member of firm". In case of an individual, the term used would be "doing business as _____", or "sole owner".

12. Explanations Written and Oral

Should a bidder find discrepancy in, or omissions from the bid package and/or specifications, or be in doubt as to their meaning, he shall at once notify the Director of Supply Management, who will send written instructions.

13. Bid in Effect

All bids shall remain in effect for not less than Sixty (60) days from the bid opening date. Any bid submitted pursuant to this solicitation shall constitute an offer based on the terms included herein and upon acceptance by COTA shall become 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 bid without the express consent of COTA's Director of Supply Management.

14. Decline of Bid

If no bid is submitted, the invitation should be marked and returned to COTA, Supply Management Department, 33 N. High Street, Columbus, Ohio 43215.

15. Specifications to be Part of Contract

Specifications, statements, and the requirements which accompany the bids, which are accepted therewith, and which do not conflict with the provisions herein contained, shall be part of any contract that is entered into for the purchase of any material or work, or both, herein anticipated by COTA.

16. Consideration of Bids

All bids received in conformity with these specifications shall, as soon as practicable, be tabulated and shall become a public record, and will be available at COTA, Supply Management Department, 33 N. High Street, Columbus, Ohio 43215.

17. Rejection or Acceptance of Bids

COTA reserves the right to accept or reject any or all bids, and any part of any bid. In awarding a contract, COTA reserves the right to consider all elements entering into the determination of the responsibility of the bidder. Any bid which is incomplete, conditional, obscure, or which contains additions not required by COTA, or irregularities of any kind, may be deemed non-responsive. In case of any discrepancy between the price written in the bid and that given in figures for any item, the price in writing will be considered as the bid.

18. Unacceptable Bids

No bid will be accepted from or contract awarded to, any person, firm or corporation that is in arrears or is in default to COTA upon any debt or contract, or that is a defaulter as surety or otherwise, upon any obligation to COTA, or has failed to perform faithfully any previous contract with COTA.

19. Evidence of Ability to do Work

COTA reserves the right to award a Contract to the lowest, responsive and responsible bidder(s) it deems responsive and responsible. The bidder(s) may be required, upon request, to prove to

the satisfaction of COTA that the bidder(s) have the skill and experience and the necessary facilities and financial resources to perform the Contract in a responsible and satisfactory manner.

20. Time for Executing Contract and Damages for Failure to Execute

Any bidder whose bid has been accepted may be required to appear at the office of COTA in person, or if a firm or corporation, by a duly authorized representative to execute the Contract within fourteen (14) days after notice that the Contract has been awarded. In the event any bidder whose bid has been accepted shall fail or refuse to execute the Contract as herein before provided, COTA may, at its option determine that such bidder is in breach and thereupon the bid and the acceptance thereof shall be null and void and COTA shall be entitled to the amount of difference in the total cost between the failed bid and that of the next lowest bidder 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.

21. Prices Bid

The prices shall be unit prices and shall be stated in figures in the appropriate places shown on the bid blank for the various items. Where the bidder desires to make this quotation by filing his catalogue, accompanied by his price list and discount sheet, if any, you may do so by attaching such documents to the bid and making them a part thereof, but such documents shall all be separately signed in the same manner and by the same person as the bids.

22. Time of Award

COTA will either make an award or reject all bids received at a regular or special board meeting, unless otherwise indicated.

23. Method of Award

COTA reserves the right to make an award based upon the lowest, responsive, responsible bid or to reject any or all bids. COTA shall consider each line item as a separate bid and shall award contracts accordingly. The lowest bid per line item will be determined as follows: unit price plus core charge.

24. Evaluation of Bids for Multiple Awards

In addition to other factors, bids will be evaluated on the basis of advantages and disadvantages to COTA that might result from making more than one award (multiple awards). It is assumed, for the purpose of evaluating bids that \$250.00 would be the administrative cost to COTA for issuing and administering each contract awarded under this solicitation, and individual awards will be for items or combinations of items that result in the lowest aggregate cost to COTA, including the assumed administrative costs.

25. Net Price Used to Determine Lowest and Responsive Bid

Discounts offered by bidders should be reflected as a net price. Terms of payment required must be as identified on Bid Form 1g under Terms of Payment.

26. Descriptions

Bidders shall be prepared to furnish any additional specifications or information concerning the items to be purchased under the terms of this bid if so requested by the Supply Management Department.

27. Bidder's Affidavits

Each bidder is required to submit with his bid, an affidavit stating that neither he nor his agents, nor any other party on his 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 herein referred to, and further agreeing that no such money or reward will be hereinafter paid. This affidavit must be on the form provided by COTA which is attached to this bid.

28. Financial Standing

The Central Ohio Transit Authority (COTA) is listed and on file with Dun & Bradstreet, Inc. Suppliers who find it necessary to have this information may obtain same by contacting Dun & Bradstreet, Inc.

29. Waive of Minor Defects

COTA may waive minor defects in the bid when no prejudice will result to the rights of any bidder; or to the public.

30. Correspondence

All correspondence pertaining to this bid shall be addressed to the Central Ohio Transit Authority, 33 N. High Street, Columbus, Ohio 43215 to the attention of the Director of Supply Management at purchasing@cota.com.

31. Delinquent Personal Property Tax

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

32. 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, the 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 after 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 services is not prejudicial to COTA's interest, the Director of Supply Management shall consider a mutual agreement with the contractor to suspend performance on a no-cost basis.

DECISION ON PROTEST

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

DEFINITIONS

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

33. Dissemination of Information

Bidder may not publish copy or use this document except in replying to COTA's Invitation to Bid. In addition, Bidder may not issue press releases or otherwise publicize their bid without express written permission of COTA.

34. Governing Body

All power and authority of COTA is vested in and exercised by its thirteen-member 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.

35. Single Bid, If Received

If only a single bid is received, COTA may require that the Bidder provide the necessary cost or pricing data to enable COTA to perform a cost or price analysis to ensure that the bid price is fair and reasonable. If requested, the Bidder shall provide the cost or price data within five (5) working days of the date requested. COTA reserves the right to reject or accept the bid on the basis of the cost or pricing data.

Where only one responsive and responsible bid is received, COTA may also negotiate price with the sole responsive bidder.

36. References

COTA may require the lowest bidder(s) to furnish a list of at least three (3) references of who are or within the past year have been customers of the Bidder and who have been provided similar amounts of the "requirements" being bid upon. The list shall include the following:

- A) Name of Customer
- B) Contact Person
- C) Complete Address of Customer
- D) Telephone Number
- E) Email Address

If such references are requested, the list must be communicated verbally or mailed to and received by the Supply Management Department within three (3) days (Monday through Friday) from the date the request is made by COTA. Failure to comply with this requirement will eliminate the bid from further consideration. **NOTE:** Reference list should not include projects for COTA.

37. Qualifying of Approved Equal

All items must be furnished as specified unless a proposer requests and receives permission to substitute an approved equal. Vendors requesting that other products be approved equal to the specified product(s) must submit their request in writing accompanied by the following information:

ORIGINAL MANUFACTURER NAME, OEM PART NUMBER, PHYSICAL CHARACTERISTICS, SPECIFICATIONS OF THE PRODUCT PROPOSED FOR MISCELLANEOUS PARTS FOR TRANSIT COACHES.

VENDORS MAY BE REQUIRED TO SUBMIT AN ACTUAL SAMPLE OF EQUAL QUALITY TO THAT BEING PROPOSED UPON REQUEST FROM COTA.

Requests MUST be submitted to Bruce Neel, CPPB, Purchasing Agent, via e-mail to neelbg@cota.com and received at COTA no later than NOVEMBER 13, 2020 – 5:00 p.m. EST.

If a vendor's request is granted, ALL bidders will be notified through written addendum of the product(s) that have been approved equal to the specified products. Notice shall be deemed given when mailed. Failure to receive such notice shall not affect any bid or any contract award.

38. Amendments to RFB

Any clarifications or further instructions to bidder will be sent to all bidders in addendum form. All questions and comments regarding the information contained within this bid must be submitted via e-mail to Bruce Neel, CPPB, Purchasing Agent, at PURCHASING@cota.com, on or before NOVEMBER 13, 2020 – 5:00 p.m. EST.

- A) If the solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- B) Bidders shall acknowledge receipt of any amendment to this solicitation:
 - i) By signing and returning **ACKNOWLEDGEMENT OF ADDENDUM**. COTA must receive the acknowledgement by the time and at the place specified for receipt of the bid.
- C) If an Addendum is issued within 72 hours prior to the published time for the opening of Bids (excluding Saturdays, Sundays, and legal holidays) then the time for opening of Bids shall be extended one week with no further advertising of Bids 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 Bidder shall not rely upon the interpretation or clarification that is not made in the form of a written Addendum.

39. Buy America Requirement

The Bidders shall comply with the federal statute set out below, and complete the Buy America Certification, included in Section IV, Bid Forms.

Section 165

- A) Notwithstanding any other provision of law, the Secretary of Transportation shall not obligate any funds authorized to be appropriated by this Act or by any Act amended by this Act or, after the date of enactment of this act, any funds authorized to carry out this Act, Title 23, United States Code, the Urban Mass Transportation Act of 1964, or the Surface Transportation Assistance Act of 1978 and administered by the Department of Transportation, unless steel, cement, and manufactured products used in such project are produced in the United States.
- B) The provisions of subsection (A) of this section shall not apply where the Secretary finds:
 - i) That their application would be inconsistent with the public interest;

- ii) That such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
 - iii) In the case of the procurement of bus and other rolling stock (including train control, communication, and tractor power (A) equipment) under the Urban Mass Transportation Acts of 1964, that the cost of components/subcomponents which are produced in the United States is more than 60 per centum of the cost of all components/subcomponents of the vehicle or equipment described in this paragraph, and (B) final assembly of the vehicle or equipment described in this paragraph has taken place in the United States, and;
 - iv) That inclusion of domestic material will increase the cost of the overall project contract by more than 25 per centum in the case of projects for the acquisition of rolling stock, and 25 per centum in the case of all other projects.
- C) For purposes of this Section, including calculating components/subcomponents costs, labor costs involved in final assembly shall not be included in the calculation.
- D) The Secretary of Transportation shall not impose any limitation or condition on assistance provided under this Act, the Urban Mass Transportation Act of 1964, the Surface Transportation Assistance Act of 1978, or Title 23, United States Code, which restricts may state from imposing more stringent requirements than this Section on the use of articles, materials, and supplies mined, produced, or manufactured in foreign countries in projects carried out with such assistance or restricts any recipient of such assistance from complying with such state imposed requirements.
- E) Section 401 of the Surface Transportation Assistance Act of 1978 is repealed.

40. Manufacturers Name

Bidders shall state in their bids the Manufacturer or Trade name and part number of the items they propose to furnish.

The name of any manufacturer or trade name in the specifications is only for the purpose of specifying a standard quality and type and for no other purpose.

Line items bid without listing manufacturer and part number will be considered nonresponsive.

41. Bid Opening (Webinar)

The Bid Opening will be a webinar held on **November 24, 2020 at 2:00 pm EST**. To attend the webinar go to:

<https://cotabus.webex.com/cotabus/j.php?MTID=m398abf63f39fa4d24106e65798ca7380>.

When joining the webinar you will be required to sign in, supply your name, company, phone number, email indicate the bid opening(s) you are attending and company disadvantaged business enterprise status. For best results, do not use Internet Explorer to join.

40. Public Notary

Electronic notary of bids forms will be accepted. All bidders should reference Ohio Revised Code Section 147.60 and Section 147.66 in regards to the electronic notarization of forms. Notary Publics authorized to perform online notarizations can be located at the following link: <https://notarysearch.ohiosos.gov/ords/f?p=ENSEARCH:SEARCH:10972466757418:::1::>

SECTION II
CONTRACT TERMS

1. Patents

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

2. Failure to Meet Specifications

The delivery of any supplies hereunder which does not in all respects conform to these specifications will be rejected and the Contractor will be notified at once of such rejection and the reason therefore, which notice shall be confirmed in writing. If the Contractor fails to effect immediate replacement of rejected supplies meeting the requirements of the order and of the specifications, COTA may purchase replacements in the open market, and the Contractor and his surety shall be liable to COTA for any excess cost and expense.

3. Annulment of Contract

If, in its opinion, the delivery of merchandise specified under the proposed contract is unnecessarily or unreasonably delayed, or if merchandise delivered is not in accordance with these specifications, COTA shall have the right to annul the contract.

4. Curtailment of Quantities

COTA reserves the right to reduce the total quantities of supplies purchased under the contract by such amount as the requirements of COTA may be reduced by reason of retrenchment in the operation of COTA or other good cause.

5. 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 commodities or services purchased under the terms of this bid to COTA, 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-insured under the Ohio Workers' Compensation act, and duly authorized as such by the Industrial Commission of Ohio, he shall tender to COTA proof of such status.

The Contractor shall tender to COTA a certificate evidencing its compliance with the Workers' Compensation Act.

6. State or Federal Taxes

- a) The contract price or prices for the commodities contained in the contract are subject to increase or decrease by the amount of any additional tax or taxes or reduction of such tax or taxes, as the case may be, affecting such commodity imposed by or under authority of the Federal Government or the State of Ohio, which may be enacted after receipts of bids for this contract and such changes shall continue in effect during the existence of such change in the tax or taxes, provided, however, that in the event of any increase in cost, a

claim shall be presented by the Contractor within thirty (30) days and provided that such claim is supported by evidence showing such additional tax, satisfactory to the General Counsel of COTA. Reductions in taxes will be deducted from the contract.

- b) COTA is exempt at time of purchase from all sales, excise and transportation taxes, except State of Ohio Gasoline Tax. The price bid, whether a unit price, lump sum price, lot price or a trade discount from catalogue list prices, shall be exclusive of all such taxes and will be so construed. Exemption Certificates will be furnished by the Authority.

7. Status of 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.

8. 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.

9. Time of Delivery

If delivery of the item(s) proposed is not completed by the time stated on Bid Form 1g, COTA reserves the right to terminate Contract by notice effective when received by contractor as to stated item(s) not yet shipped and to purchase substitute item(s) elsewhere and charge Contractor with any loss incurred.

10. Delay for Causes Beyond Control

This contract shall be subject to failure or delay caused by strikes, public commotion, Acts of God, or other causes beyond the control of the Contractor, including orders, limitations, or restrictions of any governmental agency having jurisdiction over the subject matter of the Contract provided that Contractor shall, with ten (10) days from the beginning of such delay, notify COTA in writing of the cause of delay. If an excusable delay exceeds a total of thirty (30) days, COTA may terminate this agreement.

11. 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".

12. Warranty of Title

The Contractor warrants that there are no liens, encumbrances or charges on the articles and materials to be furnished hereunder.

13. Requirements Contract

Any award of Contract made under this bid will be termed a requirements Contract.

14. Requirements Contract Defined

A requirements Contract shall be deemed to mean a Contract under which the purveyor of commodities agrees to furnish all of the needs of COTA for the commodities set forth in the bid, during the period of the Contract at the unit price bid 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 invitation to bid. Such Contract will provide that COTA will purchase such commodities solely from such purveyor to whom the requirements Contract is awarded.

15. Indemnify and Save Harmless

The successful bidder agrees that during the terms of this Contract, it shall defend, indemnify and save harmless COTA, its officers 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 subcontractor or any employee thereof arising under and pursuant to this Contract.

16. Liability Insurance

The Contractor shall maintain from insurance companies, insurance of type and amounts not less than the following:

- A) Workers Compensation - Statutory Limit
- B) Comprehensive General Liability - \$1,000,000 Combined
Personal Injury/Property Damage - Single Limit
- C) Comprehensive Automobile Liability - \$1,000,000 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.

17. Modification of Contract

The Contract cannot be altered or modified in any respect unless in writing, signed by duly authorized representatives of both parties.

18. Prohibited Interests

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

19. 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.

20. 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 this Contract shall be construed and considered as a contract made and to be performed in the State of Ohio.

21. 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.

22. Contract Termination

Termination for Default

- a) 1) COTA may, subject to paragraphs (b) and (c) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- i) Deliver the supplies or to perform services within the time specified in this contract or any extension.
 - ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a) (2) below); or
 - iii) Perform any of the other provisions of this contract (but see subparagraph (a) (2) below).
 - 2) COTA's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Director of Supply Management) after receipt of the notice from the Director of Supply Management specifying the failure.
- b) If COTA terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Director of Supply Management considers appropriate, supplies or service similar to those terminated, and the Contractor will be liable to COTA for any excess cost for those supplies or services. However, the Contractor shall continue the work not terminated.
- c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the contractor.

Examples of such causes include (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.

- d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.
- e) If this contract is terminated for default, COTA may require the Contractor to transfer title and deliver to COTA, as directed by the Director of Supply Management, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Director of Supply Management, the Contractor shall also protect and preserve the property in its possession in which COTA has an interest.
- f) COTA shall pay contract price for completed supplies delivered and accepted. The Contractor and Director of Supply Management shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. COTA may

withhold from these amounts any sum the Director of Supply Management determines to be necessary to protect COTA against loss because of outstanding liens or claims of former lien holders.

- g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of COTA.
- h) 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.

Termination for Convenience

The Director of Supply Management, by written notice may terminate this contract, in whole or in part, when it is in COTA's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract. If reasons beyond the control of COTA (such as retrenchment in COTA's operations or reduction in funding appropriations) so dictate, COTA may cancel this Contract for convenience upon thirty (30) days written notice to the Contractor.

Upon such termination for convenience, COTA will pay the Contractor's reasonable, direct costs incurred up to the date of termination. Any materials for which COTA pays will be delivered to COTA.

23. 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.

24. Cessation of Operation

In the event COTA ceases to operate its transit services for more than a seven (7) day period, COTA reserves the right to notify Contractor to suspend provision of services contracted for, or delivery of goods contracted for, until such time as transit services resume.

25. 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.

26. Disadvantaged Business Enterprise (DBE)

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.

27. Definition of Disadvantaged Business Enterprise (DBE)

A Disadvantaged Business Enterprise (DBE) is a firm which must be owned and controlled by individuals who are both socially and economically disadvantaged. The firm must first be a small business as defined by Section 3 of the Small Business Act. By law, members of the following groups automatically have such eligibility if they are socially and economically disadvantaged: Black Americans, Hispanic Americans, Native Americans (American Indians, Eskimos, and native Hawaiians), Asian-Pacific Americans (Japanese, Chinese, Korean, etc.), Asian-Indian Americans (India, Pakistan, and Bangladesh), and women, regardless of ethnicity.

28. Price Warranty

Contractor warrants that the prices for the goods sold to COTA under this Agreement are not less favorable than those currently extended to any other customer for the same or like items in equal or less quantities. In the event Contractor reduces its price for such goods during the term of this Agreement, Contractor agrees to reduce the prices hereof accordingly.

29. Warranty

Contractor warrants that all goods and services furnished hereunder will conform in all respects to the terms of the contract, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design.

In addition, contractor warrants that said goods and services are suitable for, and will perform in accordance with, the purpose for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in the contract. COTA may return

any non-conforming or defective items to the contractor or require correction or replacement of the item at the time the defect is discovered all at the contractor's risk and expense. Acceptance shall not relieve the contractor of its responsibility.

30. Inspection

Materials or equipment purchased are subject to inspection and approval at COTA's destination. COTA reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or a part of the contractor's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of the contractor promptly after rejection.

31. 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 to 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 any cost incurred by COTA that is directly related to the performance of such service.

32. Samples

Samples may be required at contractor's expense. No samples will be returned to contractor.

33. Testing

Testing of samples may be done by or at the direction of COTA. In the event that a product furnished under the specification fails to meet or exceed all requirements as contained in the current ASTM specifications the cost of testing, including cost of samples consumed, shall be borne by the contractor. Testing shall be performed by approved, applicable procedures shown in the current publications.

34. 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 USC Section 6321, et seq.).

35. 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.

36. Recycled Products

The Contractor agrees to comply with all the requirements of Section 002 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 of the items designated in Subpart B of 40 CFR Part 247.

37. Failure to Perform

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

38. Payment

COTA shall be invoiced within thirty (30) days upon receipt of the items provided within this bid. Invoices shall include a statement identifying the quantity, description and cost of each item(s) purchased, as well as any other detail necessary for COTA to determine the reasonableness of the subject invoice. Invoices may be emailed to accountspayable@cota.com, faxed to (614) 275-5892 or mailed to 33 N. High Street, Columbus, OH 43215.

39. Prompt Payment

Notwithstanding any other payment clause in this contract, COTA will make invoice payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or on the date of an electronic funds transfer. All days referred

to in this clause are calendar days, unless otherwise specified. Prime contractors are required to pay subcontractors within fifteen (15) days from receipt of payment from COTA.

Prime contractors are required to include prompt payment provisions in their contracts with subcontractors. Any delay or postponement of payment may only take place for good cause, with prior approval from COTA's Director of Supply Management. When payment disputes occur, prime contractors and subcontractors will be required to use appropriate Alternative Dispute Resolution (ADR) mechanisms to settle disputes. COTA will participate in the resolution if necessary.

Failure to comply with prompt payment requirements will be considered as breach of contract and will cause the following to occur:

- a) COTA will not reimburse prime contractors for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.
- b) COTA will not award future contracts to prime contractors who refuse to pay promptly.

40. Estimated Quantities

Quantities listed are COTA's best estimate and do not obligate COTA to order or accept more than COTA's actual requirements during the period of this contract, as determined by actual needs and availability of appropriated funds.

It is expressly understood and agreed that the resulting contract is to supply COTA with its complete actual requirements for the contract period, except that the estimated quantity shown for each bid item shall not be exceeded by 10% without the express written approval of the Director of Supply Management or his/her designee. Any demand or order made by an employee or officer of COTA, other than the Director of Supply Management or his/her designee, for dollar amounts in excess of the estimated dollar amounts shall be void if the written approval of the Director of Supply Management or his/her designee was not received prior to the contractor's performance.

SECTION III
TECHNICAL SPECIFICATIONS
(SEE SECTION IV, BID FORMS)

SECTION IV

BID 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 OF
RESTRICTIONS ON LOBBYING**

The undersigned hereby certifies on behalf of

_____ that:
(Name of Bidder)

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

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

Executed this _____ day of _____, 20_____.

Name of Bidder _____

Address _____

City, State, Zip _____

Signature of Authorized Official _____

Title of Official _____

Telephone _____ Fax _____

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

Suspension and Debarment

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

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

By signing and submitting its bid or proposal the bidder or proposer certifies as follows:

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

Authorized Signature

Date

Company Name

Company Address

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

**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

BUY AMERICA CERTIFICATION

This procurement is subject to the Urban Mass Transportation “Buy America” Requirements in 49 CFR 661.

If steel or manufactured products (as defined in Section 661.3 and 661.5 of 49 CFR Part 661) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder in accordance with the requirement contained in Section 661.13 (b) of 49 CFR Part 661.

A waiver from the “Buy America” Provision may be sought by COTA if grounds for the waiver exist.

A BID WHICH DOES NOT INCLUDE THE CERTIFICATE WILL BE CONSIDERED NON-RESPONSIVE.

BUY AMERICA CERTIFICATE

(as required by Section 661.6 of 49 CFR Part 661)

The bidder hereby certifies that it will comply with the requirements of Section 166 (a) of the Surface Transportation Assistance Act of 1982 and the applicable regulations in 49 CFR Part 661.

Date: _____

Signature: _____

Title: _____

OR

The bidder hereby certifies that it cannot comply with the requirements of Section 166 (a) of the Surface Transportation Act of 1982, but it may qualify for an exception to the requirement pursuant to Section 166 (b) (2) or (b) (4) of the Surface Transportation Assistance Act and regulations at 49 CFR Part 661.7.

Date: _____

Signature: _____

Title: _____

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 bid 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 § 3517.13 OF THE OHIO REVISED CODE

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

_____ for a contract for _____
Name of entity Type of product or service

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

1. That none of the following, individually, contributed in excess of one thousand dollars (\$1000) in the previous twenty-four months, and that none of the following will contribute in excess of one thousand dollars (\$1000) beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, to the public officer or the campaign committee of the public officer having ultimate responsibility (as defined by O.R.C. § 3517.13(K)) for the award of the contract:
 - a. The individual;
 - b. Any partner or owner of the partnership or other unincorporated business;
 - c. Any shareholder of the association;
 - d. Any administrator of the estate;
 - e. Any executor of the estate;
 - f. Any trustee of the estate;
 - g. The spouse of any person identified;
 - h. Any child seven years of age through seventeen years of age of any person identified
 - i. An owner of more than 20% of the corporation or business trust;
 - j. A spouse of an owner of more than 20% of the corporation or business trust;
 - k. A child seven years of age through seventeen years of age of an owner of more than 20% of the corporation or business trust.

2. That no combination of two or more of the following contributed in excess of two thousand dollars (\$2000) in the previous twenty-four months nor will contribute in excess of two thousand dollars (\$2000) beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, to the public officer or the campaign committee of the public officer having ultimate responsibility (as defined by O.R.C. § 3517.13(K)) for the award of the contract:
 - a. The individual;
 - b. Any partner or owner of the partnership or other unincorporated business;
 - c. Any shareholder of the association;
 - d. Any administrator of the estate;
 - e. Any executor of the estate;
 - f. Any trustee of the estate;
 - g. The spouse of any person identified;
 - h. Any child seven years of age through seventeen years of age of any person identified
 - i. An owner of more than 20% of the corporation or business trust;
 - j. A spouse of an owner of more than 20% of the corporation or business trust;
 - k. A child seven years of age through seventeen years of age of an owner of more than 20% of the corporation or business trust.

Signature: _____
Printed Name: _____
Title: _____
Company Name: _____
Company address: _____
Date Signed: _____