

NOTICE TO PROSPECTIVE PROPOSERS

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

The proposal **MUST** include the following:

- One (1) Copy of the Proposal
- 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
- Acknowledgement of Addendum
- Certification of Compliance With Section 3517.13 of the Ohio Revised Code
- Declaration of Assistance/Non-assistance to a Terrorist Organization
- DBE Affidavit (Enclosure 1A)
- DBE Affidavit (Enclosure 1B)
- Letter of Intent to Perform as a DBE Subcontractor, Supplier and /or Consultant
(Enclosure 2)
- DBE Utilization Plan (Enclosure 3)
- Affidavit of Prime Contractor (Enclosure 3 (b))
- DBE Unavailability Certification (Enclosure 4)
- Employment Data Forms (Enclosure 5)

Any questions regarding this solicitation should be presented via email to the attention of Karen Sherrill, Manager of Supply Management, at sherrillkl@cota.com on or no later than June 26, 2020, 5:00 PM EST.

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.

Disadvantaged Business Enterprises (DBEs)* participating as subcontractors must be certified by the Ohio Unified Certification Program (UCP), the City of Columbus Equal Business Opportunity Commission or the Ohio Department of Administrative Services at the time of bid submission. The DBE directories for these organizations are as follows:

- Ohio Unified Certification Program
<https://www.ohiucp.org>
- The City of Columbus Equal Business Opportunity Commission
<http://eboco.columbus.gov/content.aspx?id=34172>
- The Ohio Department of Administrative Services
<http://eodreporting.oit.ohio.gov/searchEODReporting.aspx>

*COTA uses the term DBE to encompass all companies that are EDGE, MBE, FBE, and DBE certified by the recognized agencies listed above.



TO: ALL PROPOSERS

**FROM: KAREN SHERRILL, MANAGER OF SUPPLY
MANAGEMENT**

DATE: JUNE 12, 2020

**SUBJECT: REQUEST FOR PROPOSALS FOR
COMPREHENSIVE MARKET RESEARCH,
MARKETING AND ADVERTISING SERVICES -
RFP#2020-14**

**PRE-PROPOSAL CONFERENCE: JUNE 25, 2020 – 10:00 A.M. EST.
(WEBINAR)**

PROPOSALS DUE: JULY 9, 2020 - 2:00 P.M. EST.

The Central Ohio Transit Authority is soliciting proposals for Comprehensive Market Research, Marketing and Advertising Services.

All Proposals **MUST** be submitted by using COTA's Proposal Forms and **MUST** be signed. Proposer shall email these with the proposal to PURCHASING@COTA.COM and in the body of the email state: PROPOSAL DUE DATE: July 9, 2020, COMPREHENSIVE MARKET RESEARCH, MARKETING AND ADVERTISING SERVICES – RFP #2020-14

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

Please forward one (1) original copy of your proposal to the attention of **Karen Sherrill, Manager of Supply Management, by 2:00 p.m. on July 9, 2020.**

Any questions and/or comments regarding the contents of this solicitation shall be presented to Karen Sherrill, Manager of Supply Management via email at sherrillkl@cota.com on or no later than June 26, 2020, 5:00 PM EDT.

COTA reserves the right to reject any and all proposals.

**REQUEST FOR PROPOSALS FOR
COMPREHENSIVE MARKET RESEARCH, MARKETING AND ADVERTISING SERVICES
RFP#2020-14**

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

JUNE 12, 2020

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COMPREHENSIVE MARKET RESEARCH, MARKETING AND ADVERTISING
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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

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

1.4. The Contractor

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

SECTION 2: COTA BACKGROUND

2.1. Location

The following are the locations of COTA facilities:

- 1600 McKinley Avenue, Columbus, Ohio (Bus Maintenance and Storage Facility and Customer Service)
- 1333 Fields Avenue, Columbus, Ohio 43201 (Bus Maintenance and Storage Facility)
- 1330 Fields Avenue, Columbus, Ohio 43201 (Mobility Services)
- 1325 Essex Avenue, Columbus, Ohio (Street and Remote)
- Linden Transit Center, 1390 Cleveland Avenue, Columbus, Ohio 43211
- Easton Transit Center, 4260 Stelzer Road, Columbus, Ohio 43230
- Near East Transit Center, 1125 E. Main St., Columbus Ohio 43205
- 33 North High Street, Columbus, OH 43215 (Administrative Offices and Sales)

2.2. History

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

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 INSTRUCTIONS

3.1. Basis for Contract Negotiation

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

3.2. Receipt of Proposals

Proposals marked "RFP# 2020-14: REQUEST FOR PROPOSALS FOR COMPREHENSIVE MARKET RESEARCH, MARKETING AND ADVERTISING SERVICES" will be received at the Supply Management Department, Central Ohio Transit Authority at PURCHASING@COTA.COM, until 2:00 p.m., local time on JULY 9, 2020. Emails received at 2:01 PM EDT 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 "RFP# 2020-1414: REQUEST FOR PROPOSALS FOR COMPREHENSIVE MARKET RESEARCH, MARKETING AND ADVERTISING SERVICES".

Proposals must be received no later than 2:00 p.m. EDT on July 9, 2020. Proposals submitted through the Mail, Hand Delivered, Faxed, and or provided orally are not acceptable.

3.3. Proposal Withdrawal

After the proposals are opened proposals may not be withdrawn for ninety (90) calendar days, prior to the date/time set for the proposal opening, however, proposals may be modified or withdrawn by the proposer's 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 Department 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. Proposal Acceptance/Rejection

COTA reserves the right to accept or reject any or all proposals received from this RFP, or to negotiate separately with any proposer, and to waive any informalities, defects, or irregularities

in any proposal or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of COTA. The submitted proposal shall be open for acceptance for sixty (60) days from the proposal due date.

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. Not Used

3.8. Period of Performance

The performance under a contract agreement awarded pursuant to this RFP is estimated to commence October 1, 2020 and expire September 30, 2023, with an option to extend the contract for up to two (2) additional one (1) year periods.

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. Not Used

3.12. Interpretation of RFP Prior to Proposal

Any person contemplating submitting a proposal who is uncertain as to the intended meaning of any Part of the Scope of Work or other Contract Documents, or who finds discrepancies in, or omissions from the Scope of work, may request interpretation, clarification, or correction of this RFP. Such request must be submitted to Karen Sherrill, Manager of Supply Management via email at sherrillkl@cota.com no later than June 26, 2020 at 5:00 P.M. The person submitting the request is responsible for its timely delivery. Any interpretation or correction of the Contract Documents will be made only by written addendum and will be mailed or delivered to each person receiving this RFP. Any information given to any proposer concerning the solicitation or any changes to the Request for Proposal shall be provided in writing to all proposers to ensure that all proposers receive the same information relating to the RFP. COTA will not be responsible for any other interpretation, clarification, or correction of this RFP.

3.13. Verbal Agreements

No prior, current, or post award verbal conversations, or agreement(s) with any offices, 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.

3.14. 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:

- * 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.

3.15. Correspondence & Proposal Inquiries

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

3.16. Single Proposal Response

If only one offer is received, COTA may require that the Proposer provide a cost analysis or a price comparison between the bid price and that of similar equipment, materials, supplies, and/or services to assure that the bid price is fair and reasonable. If requested, the Proposer shall provide the cost analysis or price comparison within five (5) days of the date requested. COTA reserves the right to reject or accept the offer on the basis of the cost analysis or price comparison.

3.17. 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.

3.18. Pricing and Financial Information

Each proposer must submit a detailed 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 all costs proposals should COTA determine that such an audit is required prior to final negotiations or award of a contract.

3.19. Debriefing

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

3.20. Taxes

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

3.21. 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.

3.22. Contract Type

It is anticipated that the Contract resulting from this solicitation will be a requirements contract.

3.23. Pre-Proposal Conference (Webinar)

A pre-proposal conference will be held on June 25, 2020 at 10:00 a.m. to allow for questions regarding this solicitation. To attend the webinar go to: <https://cotabus.webex.com/cotabus/onstage/g.php?MTID=e01d9c7556e311edd3680f806ef108470>. When joining the webinar you will be required to sign in, supply your name, company, phone number, email, indicate the pre-proposal conference(s) you are attending and company disadvantaged business enterprise status. All prospective proposers are urged to attend.

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

3.24. Not Used

3.25. Acknowledgement of Addendum

Proposer's are responsible to carefully examine the scope of work and terms and conditions. Proposers must acknowledge their familiarity with this RFP by virtue of the submission of a proposal. Occasions will arise requiring clarification of proposal documents. Any inquiries, suggestions, or requests concerning interpretation clarification, or additional information must be emailed to the attention of Karen Sherrill, Manager of Supply Management at sherrillkl@cota.com by June 26, 2020, 5:00 P.M. EDT. COTA will not be bound by any oral statement (s) given by any employee, representative or agent. Proposers may rely only on written addenda stating any interpretation, clarification or additional information.

If it becomes necessary to revise or amend any part of this RFP, COTA shall give notice to all prospective proposers who were sent this RFP.

Proposers must acknowledge receipt of any addenda received in the acknowledgement form provided in this proposal.

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. Not Used

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.

3.31 Solicitation Schedule

The following is the projected solicitation schedule:

Pre-proposal Conference (Webinar) – June 25, 2020 – 10:00 A.M
Proposals Evaluated – July 13, 2020– July 22, 2020
Interviews – July 29, 2020 – July 31, 2020
Negotiations – August 3, 2020 – August 6, 2020
Contract Award – August 26, 2020

3.32 Additional Language

COTA reserves the right to introduce additional terms and conditions at the time the final contract is negotiated. Any additional terms and conditions would be limited to ones having the effect of clarifying the RFP language and/or correcting defects such as omissions or misstatements with are discovered after the RFP is issued.

3.33 Proposers Responsibility

A proposer, by submitting a proposal represents that:

1. The proposer has read and understands the Request for Proposals and the proposal is made in accordance therewith, and;
2. The proposer is familiar with the local conditions under which this proposal must perform. The proposer possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to COTA, and;
3. It is understood and the proposer agrees that the proposer shall be solely responsible for all services provided. Before submitting a proposal, each proposer shall make all investigations and examinations necessary to ascertain site conditions and requirements affecting the final performance of the contract and to verify any representations made by COTA. If the proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the proposer from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the proposer for additional compensation or relief.

Each proposer shall be responsible for reading and completely understanding the requirements and scope of work contained herein. The deadline for submission to proposals will be strictly adhered to. Late proposals will not be considered.

3.34 Public Notary

Electronic notarization 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::>

3.35. Proposal Modification

Written changes to submit Proposals will be accepted if received by COTA prior to the Proposal deadline, but only if submitted via email to PURCHASING@COTA.COM and plainly marked "COMPREHENSIVE MARKET RESEARCH AND ADVERTISING SERVICES, RFP #2020-14". All changes received after the Proposal deadline will not be opened or considered.

PART II: CONTRACT CLAUSES

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 therefrom.

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. 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 carriers 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.

1.7. Termination Funding

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

1.8. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

For breach or violation of this warranty, COTA shall have the right to annul this contract without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

1.9. 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.

1.10. 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.

1.11. 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.

1.12. Status of the Contractor

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

1.13. Insurance

The contractor shall maintain for the duration of the contract general liability insurance and automobile liability insurance with a combined single limit of \$1,000,000 each. Such insurance shall name COTA as additional insured. The contractor shall maintain updated records of subcontractor insurance.

The contractor shall assure that all its subcontractors maintain commercial general liability insurance and automobile liability insurance with a combined single limit not less than \$300,000 each. A certificate of such insurance shall be provided to the contractor at the time of execution of this agreement and shall name COTA as an additional insured.

The minimum insurance coverage that the Contractor must obtain and keep in force is as follows:

- A. Worker's Compensation and/or Employers Liability Insurance as required under laws applicable to the work which shall cover all contractors engaged in the work.
- B. Comprehensive General Liability Limits:
\$1,000,000 combined single limit coverage is to be written on an occurrence basis and shall include at a minimum:
 - premises – operations
 - independent contractor
 - products/completed operations
 - contractual liability
 - broad form property damage
 - personal injury (including employees as insured)
- C. Automobile Liability Insurance Limits
\$500,000 combined single limit
Coverage is to be written on an occurrence basis and shall include at a minimum:
 - all owned vehicles
 - all non-owned vehicles
 - hired and/or leased vehicles

1.14. 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.

1.15. 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.

1.16. Patents

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

1.17. Civil Rights Requirements

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age.

Such action 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

1.18. 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.

1.19. 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.

1.20. 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.

1.21. 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.

1.22. 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.

1.23. Data Collection and Reporting

The contractor shall collect and report operating data in accordance with procedures established, or modified from time to time by COTA. The contractor shall maintain fiscal records in accordance with generally accepted accounting practices. The contractor shall make all records pertaining to the services provided under this agreement available to authorized agents of COTA for the purpose of determining the accuracy of reported information and the actual cost of services provided. The contractor shall make no additional charge for this service to COTA.

1.24. Invoicing

On or before the fifth day of each month, the contractor shall invoice COTA for the services of the previous month. COTA shall pay within thirty (30) days. Any charge disputed by COTA shall be separated from the invoice and the undisputed portion shall be paid. Both parties shall meet and resolve disputed charges within thirty (30) days after the invoice.

1.25. Incorporation of FTA Terms

The preceding provisions include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any COTA requests that would cause COTA to be in violation of the FTA terms and conditions.

1.26. 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.

1.27. Program Fraud and False or Fraudulent Statements and Related Acts

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Paragraphs 3801 et seq. and U.S. DOT Regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA- assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (2) The Contractor also acknowledges that if it makes, or causes or be made, a false, fictitious, or fraudulent claim, statement, submission or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Paragraph 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Paragraph 1001 and 49 U.S.C. Paragraph 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

1.28. Energy Conservation

The Contractor and all of its subcontractors shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. Section 6314, et seq.).

1.29. Clean Water Requirements

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report such violation to COTA and understands and agrees that COTA will, in turn, report such violation as required to assure notification to FTA and to the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

1.30. Federal Changes

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement (Form FTA MA (2)) between COTA and FTA, as they may be amended or promulgated from time-to-time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

1.31. Clean Air Act

The Contractor agrees to comply with applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC Section 7401 et seq. The Contractor agrees to report such violation to COTA and understands and agrees that COTA will, in turn, report such violation as required to assure notification to FTA and the appropriate EPA Regional Office.

1.32. No Government Obligation to Third Parties

- (1) COTA and contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent of the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the COTA Contractor or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provision.

1.33. 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.

1.34. Disadvantaged Business Enterprise (DBE) – Long Version

It is the policy of the Department of Transportation and COTA that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of Contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, apply to this Contract.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

The Contractor agrees to make good faith efforts to achieve the DBE goal specified on the attached DBE Assurance form, the form to be submitted with the Contractor's bid and incorporated into this Contract by reference.

The Contractor also agrees to identify DBE subcontractors to participate on this Contract by completing the attached SCHEDULE OF DBE PARTICIPATION form, which must also be submitted with the Contractor's bid and incorporated into this Contract by reference.

If the Contractor fails to meet the stated goal, the Contractor must submit in writing, documentation and proof of the Contractor's good faith efforts to obtain DBE participation on this Contract, which shall include at a minimum, the steps identified on the attached form titled DEMONSTRATION OF GOOD FAITH EFFORTS TO OBTAIN DBE PARTICIPATION, which is incorporated into this Contract by reference. When the Contractor is found to have failed to exert good faith efforts to involve DBEs in the work provided, COTA may declare that the Contractor is ineligible to receive further COTA funds, whether as a Contractor, subcontractor, or consultant for a period of up to three (3) years.

Within fourteen (14) days after the bid opening, and prior to execution of the Contract, the Contractor must submit copies of all DBE related subagreements between the Contractor and subcontractors to COTA by completing the attached form titled LETTER OF INTENT TO PERFORM AS A DBE SUBCONTRACTOR, COTA, through its Director of Supply Management, will review the Contractor's DBE involvement efforts during performance of this Contract. Such review will include, but not be limited to the following: the Contractor shall submit a monthly report of DBE participation on this Contract to the Officer, which shall include at a minimum, copies of invoices submitted by the subcontractor(s), copies of draft or cancelled checks made payable to the subcontractor(s), and progress reports of work performance and work to be completed by the DBE subcontractor(s).

Any changes in previously reported anticipated DBE utilization shall be reported in writing to COTA's Director of Supply Management immediately with appropriate documentation of the reasons for such change. In the event there is a default on the part of a DBE subcontractor, it is incumbent upon the Contractor to exert sufficient reasonable effort to replace the defaulting DBE with a substitute DBE. The procedure to be followed shall include at a minimum: the Contractor shall immediately notify COTA of the DBEs default and of its intention to obtain a substitute DBE; the Contractor shall contact available DBE referral services and potential substitute DBEs; if a substitute DBE is found, the Contractor shall notify COTA and forward copies or descriptions of new or amended Contracts, and completed certification for each new DBE; if no substitute DBE is found, the Contractor shall forward documentation of its good faith efforts to do so. COTA shall have the right to approve or disapprove the selection of the substitute subcontractor.

1.35. 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.

1.36. Excusable Delays

- (a) Except for defaults of subcontractors at any tier, the contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of COTA in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, an (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

- (b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless-
 - (1) The subcontracted supplies or services were obtainable from other sources
 - (2) The Director of Supply Management ordered the Contractor in writing to purchase these supplies or services from the other source; and
 - (3) The Contractor failed to comply reasonably with this order.

- (c) Upon request of the Contractor, the Director of Supply Management shall ascertain the facts and extend of the failure. If the Director of Supply Management determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of COTA under the termination clause of this contract.

1.37. Standard of Performance

In entering into this contract with Consultant, COTA is relying on Consultant's expressed credentials, expertise, and experience regarding the services. Consultant represents that the services provided by Consultant and its' subcontractors shall be consistent therewith and with the professional standards of diligence, care, and skill currently recognized in Consultant's profession, and shall comply with all applicable federal, state and local laws, regulations, codes, ordinances and rules.

PART III: SCOPE OF WORK

SCOPE OF SERVICES
COMPREHENSIVE MARKET RESEARCH, MARKETING AND ADVERTISING
SERVICES

BACKGROUND AND OBJECTIVES:

COTA is advancing several initiatives to shape the future of the customer experience. We are looking for partners in ongoing, iterative programs of mobility customer and digital touchpoint user research.

COTA is interested in developing a list of preferred vendors for these robust services. As an expert in your industry, we expect that your firm will excel in one, many or all of the types of activities for which we are requesting a proposal. We invite you to respond only to the portions of the research in which your firm excels. COTA reserves the right to award multiple contracts for these services.

You must work with COTA to create systems of feedback and input which include diverse and inclusive points of research that bring forth the voice of the customer and community (VOC). Needed insights will depend on strategic decisions, priorities and focus areas for COTA. To support ongoing decision making, it is important to be able to adapt the techniques used to supply needed research insights throughout the development process.

1. Establish marketing research goals consistent with COTA's Comprehensive Strategic Plan.
2. Design, conduct, analyze and translate research (qualitative & quantitative) relative to COTA's position in the community.
3. Utilize market research findings to enhance COTA's communications, marketing and advertising activities.
4. Consult regularly with key COTA staff to review goals, objectives and strategies, critically review and evaluate activities, progress and results.

Types of research that we are looking for include:

Usability research:

Research to inform refinement of website, kiosk, mobile applications (Pivot, Connector, VIA) and new common payment touchpoints in order to ensure these changes result in an improved customer experience. It may look like concept evaluation, rapid iterative testing, usability testing, or summative user experience evaluation. This could include the ability to discern and understand true needs, inform design, refine concept directions, and identify needed areas of improvement. This ensures that final designs are intuitive, usable, useful and desirable to ensure adoption and use.

Sentiment research:

Research to inform COTA of community and customer concerns and attitudes about COVID and COTA solutions, mobility impacts of COVID and COTA solutions, attitudes/ behaviors around recovery / return to travel, attitudes about mobility modes as we return to more travel, and perceptions about COTA specifically.

Research for current, ongoing opinions, feedback, suggestions for COTA from customers and the community which could include managing and engaging in online customer panel surveys and/or in-person groups for in-depth interviews and focus group-like experiences.

Engagement research:

Research to inform ongoing employee engagement, in the effort to understand and describe, both qualitatively and quantitatively, the nature of the relationship between COTA and its employees.

Research to allow complete, thorough customer experience journey mapping, would could include internal and external interviews, on-board customer interviews, surveys, panel discussions

Brand & Culture transformation research:

Research to form the foundation the literal and cultural transformation of COTA. The intent is the work will provide the necessary strategic framework and deliverables that enable the articulation and activation of a cohesive internal culture and external brand that are aligned with the foundational elements the leadership team has already rolled out. It will provide a necessary lens for the evaluation of cultural fit for future talent acquisition, will guide the overarching experience both internally and externally, and will ensure community focused communication and brand messaging is threaded with honest, meaningful, and emotionally connected points of differentiation and value. This work will be the roadmap through the journey of transformation from current to the desired future aspirational and more innovative state.

PART IV: PROPOSAL SUBMISSION

PROPOSAL SUBMISSION

SECTION 1: MANAGEMENT SUMMARY

Provide a cover letter signed by an authorized officer of the firm indicating the philosophy of the firm in providing the requested service. Include the name(s) and telephone number(s) of the authorized contact person(s) concerning proposal response.

SECTION 2: PROPOSAL FORMAT

Proposal must be submitted on 8-1/2" 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 3: EVALUATION CRITERIA DEFINED

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

3.1 QUALIFICATIONS

- 3.1.1. Provide a statement of qualifications discussing the firm's ability to deliver the services described in the Scope of work.
- 3.1.2. Describe the qualifications and professional competence of the firm and the principal staff who will be assigned to the project.
- 3.1.3. Describe why your firm should be selected to perform this contract. indicate any new or creative ideas that would provide COTA with a high quality product.

3.2 EXPERIENCE

- 3.2.1. Describe your firm's previous experience on transit projects and/or government projects of similar size, scope and complexity.
- 3.2.2. List significant accomplishments in contributing to the success of similar projects.
- 3.2.3. Provide a portfolio with examples of previous work. (Only two copies necessary.)
- 3.2.4. Identify any accounts you are currently handling which may be perceived to be in competition or which may pose or conflict to COTA.

- 3.2.5. List the agencies for which you have performed transit and/or services with other governmental agencies similar to the work described in the work described in the RFP during the past here (3) years. Include contact person, current phone number, type of services provided, dates of service.

3.3 REFERENCES

- 3.3.1. 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.

SECTION 4: UNDERSTANDING OF PROJECT

- 4.1.0. Demonstrate your understanding of the contractual undertaking. What do you think your role and obligations are?

SECTION 5: PRICING

- 5.1.0. Provide a detailed listing of the billable rates for each classification of employees who will be assigned to the project for year one of the contract. These rates should indicate separately overhead and profit.

SECTION 6: PERSONNEL

- 6.1.0. List the team you intend to assign to COTA. Describe professional personnel by skill, qualification and years of experience. Identify the individuals by name and title and include resumes of their qualifications.
- 6.2.0. Delineate the current and proposed workload of team indicated in 6.1.0.
- 6.3.0. Submit an organization chart illustrating the personnel structure.
- 6.4.0. List any subcontractors you intend to utilize. Provide a summary of their experience and qualifications.

SECTION 7: SUMMARY OF PROPOSAL REQUIREMENTS

- 7.1.0. Proposers MUST submit one (1) copy of its proposal. The proposal shall be organized in conformity with Part IV.
- 7.2.0. Proposers are also required to include: Non-Collusion Affidavit; Certification Regarding Delinquent Taxes; Nondiscriminatory Certification; Certification Regarding Debarment, Suspension and Other Responsibility Matters, Certification of Restrictions on Lobbying; Acknowledgement of Addendum Receipt; Certification of Compliance with Section 3517.13 of the Ohio Revised Code; Declaration of Material Assistance/Non-assistance to a Terrorist Organization; Buy America Provision; Attachment F, DBE Affidavit (Enclosure 1 A), DBE Affidavit (Enclosure 1 B), DBE Utilization Plan (Enclosure 2), Letter of In DBE Unavailability Certification (Enclosure 4), Employment Data Forms (Enclosure 5).
- 7.3.0. Proposals received by the due date will be reviewed by a selection committee composed of representatives from COTA. COTA may conduct onsite interviews to determine the prospective contractor's performance capability under the terms of the proposed Contract.
- 7.4.0. COTA reserves the right to award a contract based on submittals alone.
- 7.5.0. 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 8: PROPOSAL EVALUATION CRITERIA

- 8.1.0. Although all material submitted will be considered by COTA in the selection process, the primary basis for evaluation shall be the documents and information specified in part VI of this RFP.
- 8.2.0. Significant criteria for evaluation include the following, in descending order of importance:
 - A. Qualifications, Experience, References
 - B. Understanding of Project
 - C. Pricing
 - D. Personnel
 - E. Onsite Interviews, if applicable

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: _____

**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

SECTION VI
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
FORMS AND GUIDELINES

1.1 Equal Employment Opportunity

In connection with the execution of this contract, the contractor shall not discriminate against any applicant for employment or employee because of race, religion, color, sex, age, national origin. The contractor shall take affirmative action to ensure that applicants are employed, and employees are treated fairly during their employment, without regard to their race, religion, color, sex, age, national origin, physical and/or mental disability. Such actions should include, but are not be limited to: employment, upgrading, demotion, transfer, recruitment, hiring, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship programs. If the Contractor is required to file an affirmative action plan with any federal, state, or local agency, the contractor assures COTA that it is in full compliance with such filing requirements. The contractor agrees to comply with all provisions of the Ohio Revised Code Chapter 4112 and all rules and negotiations related thereto. Such laws rules and regulations are incorporated into the contract by reference. Bidders are required to complete and sign the following Affirmative Action forms (attached), and submit them with their bids for construction contracts only:

1. Affirmative Action Policy Statement;
2. Affirmative Action Plan;
3. Certificate of workforce;
4. Employment Practice Report; and
5. Employment Data Form

1.2 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 by 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.

COTA HAS SET A GOAL OF 20% DBE PARTICIPATION FOR THIS CONTRACT.

If a goal has been established for this contract, all proposers/bidders must submit with their proposal/bids the following: a completed and signed DBE Affidavit by Non-DBE Prime Contractor attesting to percentage of DBE Participation (Enclosure 1A) or a completed and signed DBE Affidavit by DBE Proposer/bidder declaring and affirming its DBE status (Enclosure B); a completed and signed Utilization Plan of DBE Participation (Enclosure 3(a)) that lists **ONLY** those DBE's who will participate in the contract. This plan shall include:

1. The names and addresses of **ONLY** those DBE Firms who will participate in the contract;
2. A description of the work each participating DBE Firm will perform; and
3. The dollar amount of participation by each participating DBE Firms.

In addition, the contractor is required to submit a completed and signed Letter of Intent from DBE(s) to perform as subcontractor(s), supplier(s), and/or consultant(s) (see Enclosure 2). If DBE participation is to be met through a joint venture, complete and sign Schedule C (see attached).

Firms listed as DBEs on the DBE Utilization Plan must be certified by COTA or provide evidence of certification of other agencies acceptable to COTA's Director of Supply Management at the time of bid opening.

COTA requires that all businesses seeking to participate as a DBE comply with the U.S. Department of Transportation certification standards. A contractor planning to use firms certified by other agencies should have application for certification sent to those businesses so that those businesses can submit their applications to COTA **before** bid opening date. Certification through other transportation agencies does not automatically qualify a business as certified by COTA. Contractors are strongly urged to utilize the DBE firms listed in the Ohio Department of Transportation Unified Certification Program Directory to fulfill the contract goal. Directories may be obtained by visiting the UCP website at www.ohioucp.org.

Goals may also be met through joint ventures between DBE firms and non-DBE firms. The amount that may be counted toward meeting the contract goal is that portion of a contract with a joint venture equal to the percentage of the ownership and control of DBE partner in the joint venture. Schedule C – Joint Venture Affidavit – must be completed and submitted with the proposal/bid.

DBE Participation shall be counted toward meeting the contract goal as follows:

1. Once a firm is determined to be an eligible DBE, the total dollar value of the contract awarded the DBE firm is counted toward the applicable goal.
2. A contractor may count toward its DBE goal 60% of its expenditures for materials and supplies required under a contract which are obtained from a DBE regular dealer, and 100% of such expenditures if the DBE firm is a manufacturer.
 - a. For the purpose of this section, a manufacturer is a firm operating or maintaining a factory or establishment that produces on the premises the material or supplies obtained by the recipient or contractor.

- b. A regular dealer is a firm that owns, operates, and maintains a store, warehouse or other establishment in which the material or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business and in its own name, the purchase or sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products needs to keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this section.

DBE subcontractors may not further subcontract any portion of their work without prior approval from COTA. Subcontractors must, in COTA's judgment, perform a commercially useful function (i.e., be responsible for a distinct element of work under the contract that, in light of industry practices and other relevant considerations, has a necessary and useful role in the transaction). The firm's role cannot be a superfluous step added in an attempt to obtain credit toward the goal. If, in COTA's judgment, the firm (even though a DBE) does not perform a commercially useful function, no credit towards the goal will be awarded. Failure to follow by the DBE participation requirements shall be viewed as a breach of contract, and subject to such sanctions and penalties as allowed by law. Substitution of designated DBE subcontractors must be approved in advance by COTA and must be based on documented valid reasons.

GOOD FAITH EFFORTS

Under limited circumstances, a contractor may be unable to meet the contract goal. In this case, the contractor must submit a complete and signed DBE unavailability certification (Enclosure 4). COTA may grant relief of all or a portion of the contract goal, provided that the contractor demonstrates to COTA's satisfaction that it has made good faith efforts in obtaining DBE participation.

Pro forma efforts that do not accomplish goal attainment are not acceptable. Examples of good faith efforts to be demonstrated and documented by the prime contractor include the following:

1. Attendance at any pre-solicitation or pre-bid meetings that were scheduled by COTA to inform DBEs of contracting and subcontracting opportunities;
2. Advertisement in general circulation, trade association and minority-focused media concerning the sub-contracting opportunities;
3. Provision of written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBE to participate effectively (and documenting the contact);

4. Follow-up of initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested;
5. Provision to interested DBEs of adequate information about the plans, specifications and requirements of the contract (and maintaining record of such contract);
6. Negotiation in good faith with interested DBEs not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities (and be able to document any “unqualified”);
7. Soliciting the aid of available minority community organizations; minority contractors’ groups, local, state and federal minority business assistance officers; and other organizations that provide assistance in the recruitment and placement of DBEs (and be able to furnish records of such solicitation);
8. Contacting COTA’s Director of Supply Management at (614) 275-5903 obtain a listing of DBE Contractors, if needed.

A record of all activities to demonstrate good faith efforts should be maintained and made available to COTA’s Director of Supply Management upon request. The Director of Supply Management shall determine whether a bidder/proposer has made “Good Faith Efforts.” All provisions of COTA’s DBE program are hereby incorporated into this contract.

1.3 Prompt Payment Mechanism, Section 26.29

In accordance with 49 CFR Part 26, COTA has a requirement for prompt payment of DBE subcontractors by prime contractors. Prime contractors are required to pay subcontractors within five (5) days from receipt of payment from COTA. They are further required to return funds retained within thirty (30) days after the subcontractor’s work is satisfactorily completed.

Prime contractors are required to include this language in their contracts with subcontractors. Any delay or postponement of payment may only occur for good cause, with prior approval from COTA. Where there are disputes, prime contractors and subcontractors will be required to use appropriate Alternative Dispute Resolution (ADR) mechanisms to resolve payment disputes. COTA will participate in the resolution if necessary.

Failure of contractors to execute prompt payment requirements will be considered as breach of contract.

ENCLOSURES 1 – 5:

The contractor's commitment to the percentage of certified DBE utilization during the term of this contract will be stated in the DBE Affidavit (Enclosure 1A). Requirements for the DBE plan are addressed in Enclosures 1 – 4, while Enclosure 5 meets requirements for the Equal Employment Opportunity Program. Bidders/Proposers must complete and return all applicable Enclosures.

Enclosure 1A, DBE Affidavit, must be submitted with the bid/proposal by any non-DBE prime contractor to acknowledge the percentage of DBE participation and indicate intent to comply with the DBE goal.

Enclosure 1B, the DBE Affidavit, if applicable, must be submitted with the bid/proposal by all DBE prime contractors to affirm DBE status.

Enclosure 2, Schedule of DBE Utilization Plan, must be submitted with the bid/proposal by all prime contractors for all DBE subcontractors. It must contain the information specified in paragraphs 3a and 3b above. No changes to DBE subcontractors listed and no additional DBE sub-contractors can be provided after bid/proposal openings without COTA's approval.

Enclosure 3, Letter of Intent to Perform as a Subcontractor must be submitted by the prime contractor with the proposal (or within two (2) working days after bid opening on construction projects) and signed by DBE subcontractors.

Enclosure 4, Unavailability Certification, must be submitted by the prime contractor with the proposal (or within two (2) working days after bid opening on construction projects) along with documentation of good faith efforts.

Enclosure 5, Employment Data Form, defines the make-up of the company's work force and must be filed by every prime contractor on a contract of \$50,000 or more, or with 50 or more employees. This enclosure shall be submitted with the bid/proposal.

Joint Ventures:

A joint venture is an association of two or more persons, partnerships, corporations, or any combination thereof, formed to carry on a single business activity that is limited in scope and duration.

If the joint venture is participating in a contract in which DBE goals have been set, then the joint venture must be certified by COTA's DBE Office before award. The DBE component of the joint venture must:

- a. meet the requirements for DBE as stated in the definitions of 49 CFR Part 26;

- b. be certified as having at least a 51% share of its ownership, control and management responsibilities, risks and profits in one or more socially and economically disadvantaged individuals; and
- c. be responsible for a clearly defined portion of the work to be performed.

COTA will count toward its DBE goal a portion of the total dollar value of a contract with a joint venture (eligible under the standards of 49 CFR, Part 26) equal to the percentage of the ownership and control of the DBE partner in the joint venture.

Compliance

1. Certification Agency:

COTA reserves the right to accept or reject a firm's certification from other DOT agencies on a case-by-case basis. In making this determination COTA will evaluate whether the certification was conducted under the standards of 49 CFR, Part 26.

To count a minority or woman-owned business' participation toward the goal established for this contract, the firm must be certified as a DBE and perform a "commercially useful function" as defined in this 49 CFR Part 26.

2. Good Faith Efforts:

To award a contract to a bidder/Proposer that has failed to meet the DBE contract goals as stated in that specific contract, COTA will decide whether the bidder/Proposer made "a good faith effort" to actively and aggressively seek DBEs to meet those goals. COTA through a Good Faith Efforts Committee will review the data submitted to decide whether the DBE requirements have been satisfied through good faith efforts. The Good Faith Efforts Committee will consist of the Director of Supply Management and the Legal Counsel. The kinds of efforts that are considered demonstrative of a "good faith effort" include, but are not limited to the following documented actions pursuant to 49 CFR, Part 26.

- Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by COTA to inform DBEs of contracting and subcontracting opportunities;
- Whether the contractor advertised in general circulation, trade association, and minority/women focused media concerning the subcontracting opportunities;
- Whether the contractor provided written notice to reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively;
- Whether the contractor followed up initial solicitations of interest by

contacting DBEs to determine with certainty whether the DBEs were interested;

- Whether the contractor selected portions of the work to be performed by DBEs to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
- Whether the contractor negotiated in good faith with interested DBEs with adequate information about the plans, specifications, statement of work, and requirements of the contract;
- Whether the contractor made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by the recipient or contractor; and
- Whether the contractor effectively used the services of available minority and women business organizations, minority and women contractor's groups; local, state and federal minority and women business assistance offices; and other organizations that provide assistance to DBEs.

The Good Faith Efforts Committee will review the documentation submitted under this section to decide whether the DBE requirements have been satisfied through good faith efforts. For further guidance concerning good faith efforts, refer to 49 CFR Section, Part 26, Section 26.53.

3. Defaulting DBE Subcontractors:

A contractor must make a good faith effort to replace a defaulting DBE with another certified DBE. The prime contractor must notify the Director of Supply Management immediately of the DBE's inability to perform and of the intent to obtain a substitute certified DBE. The substitute DBE must receive prior approval by COTA, and must meet the standards as described in COTA's DBE plan.

4. Failure to Comply:

If COTA finds that the contractor has failed to comply with the requirements of this attachment, COTA's Director of Supply Management must notify the contractor in writing. The contractor shall immediately take corrective action. If the contractor fails or refuses to comply in the time specified in the Director of Supply Management's written notice, the Director of Supply Management will issue a written notice of termination for default.

5. Records and Documents:

It is the contractor's responsibility to maintain those records and documents that indicate compliance with this Attachment for three (3) years following the performance of the contract. Those records will be made available at reasonable times and places for inspection upon request by any authorized representative of COTA, with any other compliance information that such representative may require.

To ensure that stated DBE goals are met by prime contractors, COTA performs an annual audit of contract payments to DBEs. This audit reviews payments to DBE subcontractors to insure that the actual amount paid to the DBE subcontractors equals or exceeds the dollar amounts stated in Enclosure.

ENCLOSURE 1

DBE AFFIDAVIT

THIS PAGE MUST BE COMPLETED BY NON-DBE PRIME PROPOSER/BIDDER TO INDICATE THE PERCENTAGE OF DISADVANTAGE BUSINESS ENTERPRISE PARTICIPATION.

The undersigned bidder/Proposer hereby agrees that the goal established for DBE participation in this project through subcontracting or entering into a joint venture with Disadvantaged Business Enterprise(s) in conformity with the Requirements, Terms, and Conditions of this Attachment is:

10 % Disadvantaged Business Enterprise (DBE) goal

THIS PERCENTAGE RELATES TO DBE SUBCONTRACTING ONLY AND IS CONSISTENT WITH THE DISADVANTAGED BUSINESS ENTERPRISE STATEMENT LISTED IN THE BID/PROPOSAL FORM.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING STATEMENTS ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF _____ TO MAKE THIS AFFIDAVIT.

(Name of Business Entity)

State of _____

(Affiant)

(Title)

City and County of _____.

On this _____ day of _____, 20____, before me the undersigned officer, personally appeared _____, known to me to be the person described in the foregoing Affidavit, and acknowledged that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

In witness thereof, I hereunto set my hand and official seal.

My Commission Expires: _____

(Notary Public)

ENCLOSURE 1A

AFFIDAVIT OF PRIME CONTRACTOR

To the best of my knowledge, information and belief the facts and representations contained in the aforementioned attached schedules are true, and no material facts have been omitted.

The undersigned will enter into formal agreements with all listed DBE firms for work as indicated by enclosure 2 DBE Utilization Plan and accompanying Schedules, and will enter into such agreements within (5) business days after receipt of the contract executed by the Central Ohio Transit Authority (COTA).

The _____
(Prime Contractor)

designated the following person as the Manager, Office of Contract Compliance:

(Name – Please Print or Type)

I solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized on behalf of the Prime Contractor to make this affidavit.

(Name of Prime Contractor - Print or Type)

(Signature)

(Name of Affidavit)

(Date)

On this _____ day of _____, 20 _____,
the above signed officer, _____
(Name of Affidavit)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledge that (s)he executed the same in the capacity stated herein and for the purpose herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

Notary Public Signature

SEAL

Commission Expires: _____

ENCLOSURE 1B

DBE AFFIDAVIT

THIS PAGE MUST BE COMPLETED BY DISADVANTAGED BUSINESS ENTERPRISE CONTRACTOR (PROPOSER/BIDDER)

I HEREBY DECLARE AND AFFIRM that I am the _____
(Title)

and duly authorized representative of (the firm of) _____

whose address is _____ (name of corporation or joint venture)

(Phone Number)

I hereby declare that I am a:

Disadvantaged Business Enterprise (DBE) as defined by the Central Ohio Transit Authority (COTA) in the specifications for _____
(Contract No. and Name)

_____ and that I will provide information and/or the certification to document this fact.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

(Name) _____
(Title)

State of _____

On this _____ day of _____, 20____, before me, the undersigned officer, personally appeared _____, known to me to be the person described in the foregoing Affidavit and acknowledged that he (she) executed the same in the capacity therein stated and for the purposed therein contained.

In witness thereof, I hereunto set my hand and official seal.

My Commission Expires: _____

(Notary Public)

ENCLOSURE 3

**LETTER OF INTENT FROM DBE TO PERFORM AS
SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT**

Name of Project/Contract: _____

Requisition No.: _____

Job Order No.: _____

From: _____
(Name of DBE Firm)

TO: _____
(Name of Prime Contractor)

The DBE status of the undersigned is confirmed by the attached Letter of Certification from (COTA) dated _____. (If proposing to perform as a DBE/non-DBE Joint Venture, the Letter of Certification from DBE venturer is attached along with completed Schedule B and joint venture agreement).

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract.

Pay Item No/Description	Quantity/Unit Price	Total
Sub (or Grand) Total:		\$

Sub-Contracting Levels:

_____ % of the dollar value of the DBE's subcontract will be sublet to non-DBE contractors.

_____ % of the dollar value of the DBE's subcontract will be sublet to DBE contractors.

NOTICE: IF DBE WILL NOT BE SUBCONTRACTING ANY OF THE WORK DESCRIBED IN THIS SCHEDULE, A ZERO (0) MUST BE SHOWN IN EACH BLANK ABOVE.

ENCLOSURE 4

DBE UNAVAILABILITY CERTIFICATION

I, _____
(Name) (Title)
of _____
(Prime or General bidder/proposer/contractor)

certify that on _____ I contacted the following DBE contractor(s) to obtain a
(Date indicated below)
bid/proposal for items to be performed on the Central Ohio Transit Authority, Contract No.

To the best of my knowledge and belief, the DBE contractor(s) was unavailable (exclusive of unavailability due to lack of agreement on Price) for work on this project, or unable to prepare a bid/proposal for the reasons stated below:

FORM OF BID SOUGHT

DBE CONTRACTOR	DATE CONTACTED	WORK ITEMS SOUGHT	(i.e., Unit Price MATERIAL & LABOR, LABOR ONLY, ETC.)	REASON UNAVAILABLE

Signature: _____

Date: _____

_____ was offered an opportunity to bid on

The above statement is a true and accurate account of why I did not submit a bid/proposal on this project.

(Signature of DBE Contractor) (Date)

ENCLOSURE 5

EEO Submittal requirements (workforce data)

AFFIRMATIVE ACTION POLICY STATEMENT

The _____ will not discriminate against any employee
(Name of Company)
or applicant for employment because of race, religion, color, sex, age, national origin, physical
and/or mental disability.

The _____ will take affirmative action to ensure that
(Name of Company)
applicants are employed, and that employees are treated during employment, without regard to
their race, creed, color, sex, or national origin. Such action 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 compensations; and selection for training,
including apprenticeship.

The _____ will, in all solicitation or advertisements for
(Name of Company)
employees placed by or behalf of the contractor state that all qualified applicants will receive
consideration for employment without regard to race, creed, color, sex, or national origin.

The _____, will send to each labor union
(Name of Company)
or representative of workers with which we have a collective bargaining agreement or other
contract

or understanding, a notice advising the labor union or workers' representative of the

_____ commitments under
(Name of Company)

commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post
copies of the notice in conspicuous places available to employees and applicants for employment.

The _____ will comply with all provisions of Executive
(Name of Company)

Order 11246 (as amended by Executive Order 11375), Title VII of the Civil Rights Act of 1964
(as amended by the Equal Employment Opportunity Act of 1972), and all state and local laws,
rules, and regulations issued pursuant thereto.

Authorized Representative: _____

Date: _____

Name of Company: _____

(Affirmative Action Policy Statement)

EMPLOYMENT DATA FORM Federal & Non-Federal

CONSTRUCTION TRADE	CLASSIFICATIONS	6a. TOTAL OF EMPLOYEES BY TRADE		6b. BLACK (Not of Hispanic Origin)		6c. HISPANIC		6d. ASIAN OR PACIFIC ISLANDERS		6e. AMERICAN INDIAN OR ALASKAN NATIVE		7. MINORITY PERCENTAGE		8. FEMALE PERCENTAGE	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F
	JOURNEY WORKER APPRENTICE TRAINEE SUB-TOTAL														
	JOURNEY WORKER APPRENTICE TRAINEE SUB-TOTAL														
	JOURNEY WORKER APPRENTICE TRAINEE SUB-TOTAL														
	JOURNEY WORKER APPRENTICE TRAINEE SUB-TOTAL														
	JOURNEY WORKER APPRENTICE TRAINEE SUB-TOTAL														
	JOURNEY WORKER APPRENTICE TRAINEE SUB-TOTAL														
	JOURNEY WORKER APPRENTICE TRAINEE SUB-TOTAL														
TOTAL JOURNEY WORKERS TOTAL APPRENTICES TOTAL TRAINEES GRAND TOTAL															
COMPANY OFFICIAL'S SIGNATURE AND TITLE		TELEPHONE NO. (INCLUDE AREA CODE)										DATE SIGNED			

AFFIRMATIVE ACTION PLAN

TO ENSURE COMPLIANCE WITH PROVISIONS OF EQUAL EMPLOYMENT OPPORTUNITY, THIS COMPANY SUBMITS THE FOLLOWING AFFIRMATIVE ACTION PLAN:

A. Workforce

Identity of Geographical Area	Minority Population	Minority Labor Force	Unemployment		
			Overall	Minorities	Women

B. Goals and Timetable:

This company commits itself to the hiring of minorities and/or women in the following number and job classifications in the implementation of this Affirmative Action Plan:

Minorities (Numbers)	Job Categories	Target Dates

Women (Numbers)		

C. STEPS:

In order to achieve these goals, this company plans to take the following actions/ steps:

DESCRIPTION OF JOB CLASSIFICATIONS

1. OFFICIAL, MANAGERS AND SUPERVISORS -

Occupations requiring administrative personnel who set broad policies, exercise over-all responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: official, executives, middle management, plant managers, department managers and superintendents, salaried foremen who are members of management, purchasing agents and buyers, and kindred workers.

2. PROFESSIONALS - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, Librarians, mathematicians natural scientists, personnel and labor relation workers, physical scientist, physicians, social scientist, teachers, and kindred workers.

3. TECHNICIANS - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through about 2 year of post high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training includes: draftsmen, engineering aids, junior engineers, mathematical aides, nurses, photographers, radio operators, scientific assistants, surveyors, technical, illustrators, technicians, (medical, dental, electronic, physical sciences), and kindred workers.

4. SALES WORKERS - Occupations engaging wholly or primarily in direct selling includes: advertising agents and salesmen, insurance agents and brokers, real estate agents and brokers, stock and bond salesmen demonstrators, salesmen, and sale clerks, and kindred workers.

5. OFFICE AND CLERICAL WORKERS - Includes all clerical-type work regardless of level of difficulty, where the activities are predominantly non manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeeper, cashiers, collector (bills and accounts), messengers and office carrier personnel, office machine operators, shipping and receiving clerks, stenographers, typists, and secretaries, telegraph and telephone operators, and kindred workers.

6. WHITE COLLAR TRAINEES - Persons engaged in formal training for official, managerial, professional, technical, sales, office and clerical occupations.

7. SKILLED AND CRAFTSMEN - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually received an extensive period of training includes: the building trade hourly paid foremen and lead men who are not members of management, mechanics and repairmen, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture

projectionists, pattern and model makers, stationery engineers, labors and tailors, and kindred workers.

8. APPRENTICES - Persons employed in a program including work training and related instruction to learn a trade or craft, which is traditionally considered an apprenticeship, regardless of whether the program is registered with a Federal or State agency.

9. ON-THE-JOB TRAINEES - Persons engaged in formal training for craftsmen - when not trained under apprentice programs - semi-skilled, unskilled and service occupations.

10. SEMI-SKILLED WORKERS - Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

11. SERVICE WORKERS - Workers in both protective and non-protective service occupations includes: attendants (hospital and other institution, professional and personal service) barbers, charwomen and cleaners, cooks (except household), counter and fountain workers, elevator operators, firemen and fire protection, guards, watchmen and doorkeeper, stewards janitors. Policemen and detective, porters, waiters and waitress, and kindred workers.

12. UNSKILLED WORKERS - Workers in manual occupations, which generally require no special training. Perform elementary duties that may be learned in a few days and require the application of little or no independent judgment, includes: garage labors, car washers and greaser, gardeners (except farm) and ground-keepers, longshoremen and stevedores, lumberman, craftsmen and wood choppers, laborers performing lifting, digging, mixing, bading an pulling operation, and kindred workers.

Please Complete Next Page

FOR EMPLOYER CERTIFICATION OF WORKFORCE

Please note that this data may be obtained by visual survey or post-employment records. Neither visual surveys nor post employment records are prohibited by Federal, State or local law. All specified data are required to be filled in by law.

Current utilization as of _____

Total Employees in Establishment

Job Categories	Total Employees Including Minorities	Total Male Including Minorities	Total Female Including Minorities	Black	Hispanic	American Indian & Asian	Asian	Other
	(1)	(2)	(3)	M – F (4)–(5)	M – F (6)–(7)	M – F (8)–(9)	M – F (10)–(11)	M – F (12)–(13)
Official & Managers								
Professionals								
Technicians								
Sales								
Office & Clerical								
Craft Workers (Skilled)								
Operative (semi-skilled)								
Laborers (Unskilled)								
Service Workers								
Total								

The undersigned certified that he/she is legally authorized by the bidder/proposer to make the statements and representations contained in this report; that he/she has read all of the foregoing statements and representations and they are true and correct to the best of his/her knowledge and belief. The undersigned understands that knowingly making false statements or representations is a failure to implement any of the stated intentions or objectives set forth in this document and it may result in the loss of all future awards.

Firm or Corporate Name: _____

Address of Office Reporting: _____

Signature: _____

Date of Signing: _____

EMPLOYMENT PRACTICE REPORT

Contractor: _____ Date: _____

Address: _____ Phone: _____

City: _____ State: _____ Zip: _____

Job: _____

	YES	NO
A. Is it the company's policy to recruit, hire, train, upgrade, promote, and decline persons without regard to race, color, religion, sex, national origin or ancestry?	<input type="checkbox"/>	<input type="checkbox"/>
B. Has responsibility been assigned to develop procedures, which will assure that this policy is understood and carried out by managerial, administrative and supervisory personnel?	<input type="checkbox"/>	<input type="checkbox"/>
If "YES", please indicate the name of the official with this responsibility: Name _____ Title _____ Phone _____		
C. Has the company developed a written Affirmative Action Program? If "Yes", please forward a copy with this form.	<input type="checkbox"/>	<input type="checkbox"/>
D. Have all recruitment sources been notified that the company will consider all qualified applicants without regard to race, color, religion, sex national origin or ancestry?	<input type="checkbox"/>	<input type="checkbox"/>
E. If advertising is used, does it specify that all qualified applicant will be considered for employment without regard to race, color, religion, sex national origin or ancestry?	<input type="checkbox"/>	<input type="checkbox"/>
F. Does the company have bargaining agreements with employee organizations? If "Yes", have such organizations been notified of the company's responsibility to comply with the Equal Employment Opportunity Clauses and non-discrimination clause as it applies to apprentices and other employees?	<input type="checkbox"/>	<input type="checkbox"/>
G. Has the company notified all of its subcontractors of their obligation to comply with the non-discrimination clause?	<input type="checkbox"/>	<input type="checkbox"/>
H. Identify Employee Organizations: (Local Union Number): _____ (International): _____		

SCHEDULE C
APPLICATION FOR JOINT VENTURE

1. Name of joint venture: _____

2. Address of joint venture: _____

3. Telephone number: _____

4. Identify the firms, which comprise of the joint venture.

a. Describe the role of the DBE firm in the joint venture, listing the specific responsibilities of the DBE firm:

b. Describe very briefly the experiences and business qualifications of each non-DBE joint venture:

5. Nature of the joint venture's business: _____

6. Provide a copy of the joint venture agreement.

7. What is the claimed percentage of DBE ownership? _____

8. Provide copies of the following indicating proof of ownership of the joint venture:

a. Profit and loss sharing;

b. Capital contributions, including equipment; and

c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision-making, including, but not limited to those with prime responsibility for:

a. Financial decisions: _____

b. Management decisions, such as:

i. Estimating: _____

ii. Marketing and sales: _____

iii. Hiring and firing of management personnel: _____

iv. Purchasing of major items or supplies: _____

c. Supervision of field operators: _____

NOTE: If, after filing this Schedule C and before the completion of the joint venture's work on the project, there is any significant change in the information submitted, the joint venture must inform COTA's DBE Officer, either directly or through the prime contractor, if the joint venture is a subcontractor.

AFFIDAVIT

The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to the grantee current, completed and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those each joint venturer relevant to the joint venture, by authorized representatives of the grantee of the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract, which may be awarded for initiating action under Federal or State laws concerning false statements.

Name of Firm

Name of Firm

Signature

Signature

Name

Name

Title

Title

Date

Date

STATE OF OHIO)
)

COUNTY OF _____

On this _____ day of, 200_____, before me appeared _____ to personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public

Commission expires: _____

STATE OF OH)
)

COUNTY OF _____

On this _____ day of, 200_____, before me appeared _____ to personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public

Commission expires: _____