

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

Certification of Restrictions on Lobbying

Certification Regarding Debarment, Suspension and Other Responsibility Matters

Acknowledgement of Addendum Receipt

Conflict of Interest Affidavit

Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization

Certification of Compliance with Section 3517.13 of the Ohio Revised Code

A vendor registration form must be on file in COTA's Supply Management Department prior to contract award. To submit your vendor registration information, please go to <https://cota.dbesystem.com>.

Any questions regarding this solicitation must be submitted via the online bidding portal at <https://cota.dbesystem.com> by no later than May 21, 2021 - 5:00 p.m. EDT.



TO: ALL PROPOSERS

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

DATE: MAY 7, 2021

**SUBJECT: REQUEST FOR PROPOSALS FOR PUBLIC
RELATIONS COUNSEL SERVICES
RFP #21-034**

PROPOSALS DUE: JUNE 7, 2021 - 2:00 P.M. EDT.

THE ATTENTION OF ALL PROPOSERS IS DIRECTED TO THE FOLLOWING:

- Part I - INTRODUCTION AND INSTRUCTIONS
- Part II - CONTRACT CLAUSES
- Part III - SCOPE OF WORK
- Part IV - PROPOSAL SUBMISSION
- Part V - PROPOSAL FORMS

Please submit one (1) copy of your proposal to the online bidding portal at <https://cota.dbesystem.com> by 2:00 p.m. EDT on June 7, 2021.

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

**REQUEST FOR PROPOSALS FOR PUBLIC RELATIONS COUNSEL SERVICES
RFP #21-034**

ISSUED BY

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

MAY 7, 2021

PART I: INTRODUCTION AND INSTRUCTIONS

PART I: INTRODUCTION AND INSTRUCTIONS

SECTION 1: DEFINITIONS

1. DEFINITIONS

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

1.1. COTA

Central Ohio Transit Authority

1.2. Proposal

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

1.3. Proposer

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

1.4. The Contractor

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

SECTION 2: COTA BACKGROUND

2.1. Location

The following are the locations of COTA facilities:

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

2.2. History

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

3.1. Basis for Contract Negotiation

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

3.2. Receipt of Proposals

Proposers must submit One (1) copy of their proposal to the online bidding portal at <https://cota.dbesystem.com> by **2:00 p.m. on June 7, 2021**. The Proposal Submission must contain the content denoted below:

Attention: Taylor Howard, Procurement Administrator
Department: Finance
RFP Number: RFP #21-034
Proposal Opening Date and Time: June 7, 2021 - 2:00 p.m. EDT
Project Name: Request for Proposals for **PUBLIC RELATIONS COUNSEL SERVICES.**

Fax proposals, Email proposals and oral proposals are not acceptable.

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

3.3. Proposal Modification

Written changes to submit Proposals will be accepted if uploaded to the online bidding portal at <https://cota.dbesystem.com> by 2:00 p.m. on June 7, 2021. "CHANGE TO PROPOSAL – PUBLIC RELATION COUNSEL SERVICES - RFP #21-034".

All changes received after the Proposal deadline will not be opened or considered.

3.4. Right of Rejection

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

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

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

3.5. Amendments to RFP

Any clarifications or further instructions to Proposers will be sent to all Proposers in addendum form. All questions and comments regarding the information contained within this proposal must be submitted via the online bidding portal at <https://cota.dbesystem.com> by no later than May 21, 2021 - 5:00 p.m. EDT.

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Proposers shall acknowledge receipt of any amendment to this solicitation:

(1) by signing and returning ACKNOWLEDGEMENT OF ADDENDA. COTA must receive the acknowledgement by the time and at the place specified for receipt of proposals.

3.6. Non-collusion Affidavit

Proposer shall submit, with its Proposal, an affidavit stating that neither Proposer nor its agents, nor any other party on its behalf, has paid or agreed to pay, directly or indirectly, any person, firm, or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract that will result from this RFP, and further agrees that no such money or consideration will be hereafter paid. This affidavit must be on the form provided by COTA, which is enclosed with the RFP.

3.7. Right of Award

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

3.8. Funding

The proposed contract shall be funded with local funds.

3.9. Proposal Acceptance

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

3.10. Required Review

Proposers should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and objectionable material must be made in writing to Taylor Howard, Procurement Administrator, at Purchasing@cota.com by May 21, 2021 – 5:00 PM EDT. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Director of Supply Management, in writing at least ten days before the time set for opening.

3.11. Questions Received Prior to Opening of Proposals

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

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

3.12. Alternative Proposals

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

3.13. Disclosure of Proposal Contents

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

3.14. Confidentiality of Proposals

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

3.15. Subcontractors

No part of the work shall be sublet by the Contractor to another contractor except with the previous written permission and approval of COTA. In case such subletting is approved, the Contractor shall assume full responsibility to COTA for acts or omissions of subcontractor or persons employed by the subcontractor and shall cure any damages sustained by COTA for any performance by said subcontractor.

3.16. Bid Protest Procedures

General

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

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

All protest documents submitted to the Procurement 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 Procurement Department no later than three (3) days before bid opening date. Thereafter, such issues are deemed waived by all interested parties. Bids received shall not be opened prior to the resolution of the protest unless the Director of Supply Management determines that:

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

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

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

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

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

Protests After Award

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

Decision on Protest

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

Definitions

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

3.17. Single Offer, If Received

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

3.18. Personnel

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

3.19. Unacceptable Proposals

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

3.20. Taxes

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

3.21. Authorized Signature

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

3.22. Discussions with Proposers

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

proposal deemed reasonably susceptible for award by the Director of Supply Management. Discussions, if held, will be after initial evaluation of proposals by COTA.

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

3.23. Evaluation of Proposals

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

3.24. Proposal as Part of Contract

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

3.25. Additional Terms and Conditions

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

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

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

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

3.27. Delinquent Personal Property Tax

Each bidder is required to submit with his proposal a statement affirmed under oath that he is not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property in Franklin County, Ohio. Bidders shall indicate if applicable, the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted to the county treasurer within

thirty (30) days of the date it is submitted. This statement must be on the form provided by COTA which is attached to this proposal.

3.28. Contract Duration

The contract duration shall be for a period beginning on or around August 1, 2021 and expiring July 21, 2022 with one (1) additional option year.

3.29. Exception to Proposal

If there are exceptions to any item or condition set forth in this proposal, said exceptions must be clearly defined in the response to this RFP. Exceptions or deviations to any of the terms and conditions must be submitted in a separate document accompanying offeror's proposal identified as "Exceptions". Such exceptions shall be considered in the award process. COTA shall be the sole determiner of the acceptability of any exception.

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 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. Pre-proposal Conference

Not Used.

3.32. Proposal Timeline

The following is COTA's estimated timeline for the Request for Proposal process.

Issue RFP: May 7th, 2021

Proposals Due: June 7th, 2021 – 2:00 p.m. EDT

COTA's Review of Proposals (anticipated): June 8th, 2021 through June 15, 2021

Interview Shortlist Firm(s) (tentative/if needed): Week of June 21, 2021

Issue Notice of Contract Award (anticipated): August 1, 2021

PART II: CONTRACT CLAUSES

PART II: CONTRACT CLAUSES

SECTION II: TERMS AND CONDITIONS

1. Disputes

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

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

2. Equal Employment Opportunity

COTA is an Equal Opportunity Employer. As such, COTA agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, COTA agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

The Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- A) Nondiscrimination. In accordance with 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, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B) Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. §

2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.

- C) Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, 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.
- D) Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Disadvantaged Business Enterprise (DBE)

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

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

4. Contract Termination

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

- a) Termination for Default. If the Contractor fails to make delivery of the goods or to perform the services within the time specified herein or any extension thereof, or if the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms and, in either of these two circumstances, does not cure such failure within a period of ten (10) days after receiving such notice from COTA. Thereafter, COTA may have the work completed and the Contractor shall be liable for any resulting cost to COTA in excess of contract sum.
- b) Termination for Convenience. The performance of work under this contract may be terminated in whole or, from time to time, in part by COTA whenever for any reason. COTA shall determine that such termination is in the best interest of COTA. Termination of work hereunder shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective. COTA will reimburse the contractor, its subcontractors and suppliers as a result of termination of this contract.
- c) Termination for Funding

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

5. Covenant Against Contingent Fees

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

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

6. Indemnifications

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

7. Laws of Ohio

The rights and duties of the parties hereto shall be determined by the laws of the State of Ohio, and to that end the contract shall be considered as a contract made and to be performed in the City of Columbus and the State of Ohio.

8. State Industrial Compensation

The Contractor shall comply with the state law known as the Workers Compensation Act, Chapter 4123, Ohio Revised Code, or such similar statute in force in the jurisdiction in which the work is performed, and shall, if required, pay into the State Insurance Fund the necessary premiums required by that Act to cover all employees furnishing the services purchased under the terms of this contract and under the control of the Contractor, and shall relieve COTA from any costs due to accidents or other liabilities, mentioned in said Act. If the Contractor is a self-insurer under the Ohio Workers Compensation Act, and duly authorized as such by the Industrial Commission of Ohio, it shall tender to COTA proof of such status. The Contractor shall tender to COTA a certificate evidencing its compliance with the Workers Compensation Act prior to contract execution.

9. Status of the Contractor

The Contractor shall be and remain an Independent Contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by the Contractor on work performed under the

terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized state or federal officials, and said Contractor also agrees to indemnify and save harmless COTA from any such contributions or taxes or liability therefore.

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

10. Liability Insurance

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

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

Contractor shall name COTA as an additional insured and furnish certificates of insurance to COTA with proposal.

11. Compliance with Laws

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

12. Assignment

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

13. Notification of Material Changes in Business

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

14. Manner of Performance

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

15. Confidentiality

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

16. 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.

17. Duty to Inform

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

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.

19. 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.

20. Payment

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

21. Ownership of Documents

COTA retains ownership of all plans, specifications, and related documents.

22. Warranty

Contractor warrants that all service performed hereunder will be performed in a good, professional, workmanlike, and competent manner, in conformity with all applicable professional standards and the requirements of this contract.

23. Prompt Payment

Notwithstanding any other payment clause in this contract, COTA will make invoice payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or on the date of an electronic funds transfer. All days referred to in this clause are calendar days, unless otherwise specified. Prime contractors are required to pay subcontractors within fifteen (15) days from receipt of payment from COTA.

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

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

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

24. Force Majeure

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

25. 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.

26. 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.

27. 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.

28. Non-Discrimination Assurance

The Contractor and subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract. Failure to carry out these requirements is a material breach of this contract which may result in the termination of this contract or such other remedy as COTA deem appropriate. This clause must also be included in the contractors subcontract agreements.

29. Incorporation of Federal Transit Administration (FTA) Terms

These provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, 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 which would cause COTA to be in violation of the FTA terms and conditions.

30. Energy Conservation

The Contractor and all of its subcontractors shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321, et seq.).

31. No Government Obligation To Third Parties

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 by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to COTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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 provisions.

32. Program Fraud And False or Fraudulent Statements and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 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.

The Contractor also acknowledges that if it makes, or causes to 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. § 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

33. Access To Records And Reports

- a) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- b) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

34. Federal Changes

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 Master Agreement between Purchaser 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.

35. Fly America

A) Definitions. As used in this clause—

- i. “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
- ii. “United States” means the 50 States, the District of Columbia, and outlying areas.
- iii. “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

- B) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available.
- C) It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- D) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- E) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

(End of statement)

- F) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

36. Debarment, Suspension, Ineligibility And Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Non-procurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award;
- f) Disqualified from participation in any federally assisted Award.

37. Safe Operations of Motor Vehicles

- A. **Seat Belt Use.** The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or COTA.
- B. **Distracted Driving.** The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement

38. Clean Air Act And Federal Water Pollution Control Act

The Contractor agrees:

- A) It will not use any violating facilities:
- B) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
- C) It will report violations of use of prohibited facilities to FTA; and
- D) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

PART III: SCOPE OF WORK

I. GENERAL

I.1. The Central Ohio Transit Authority (COTA) is seeking proposals from qualified firms

For public relations counsel services for the period commencing August 1, 2021 and Expiring July 31, 2022 with an option to renew for an additional one (1) year Term.

II. SCOPE OF WORK

II.1 The Contract shall provide the following services under this contract:

- **Public Relations:** Provide ongoing counsel on message development and delivery for key audiences including COTA customers and potential new customers; COTA Board of Directors; elected and appointed officials with the State of Ohio, Franklin County and the City of Columbus; not-for-profit leaders; the business community; neighborhood and civic opinion leaders; partner organizations; union leadership and represented employees; and news media.
- **Message Development:** Draft messages to key external audiences as needed; Create “stock” talking points for COTA Management/Leadership team around COTA strategic plan and community initiatives;
- **Thought Leadership:** Seek opportunities for COTA Management and Leadership to speak regionally; provide support for developing messaging for these opportunities; and develop messaging for COTA speakers bureau as opportunities arise.
- **LinkUS:** Provide support and counsel in cooperation with other key community partners and consultants on message development, external communication and community relations efforts surrounding the LinkUS corridors initiative.
- **Media Relations:** Counsel COTA Corporate Communication team on strategic media relations, and provide draft news releases, op-ed, letter to the editor and other media outreach materials as needed; Develop national news opportunities that allow COTA to share its ongoing commitment to innovative mobility or other national media opportunities.
- **Content Development and Editing:** Draft and edit content related to external communications needs for the communications, community relations and government relations departments as requested.
- **Community Relations:** Counsel COTA on community relations matters, including building COTA’s reputation in the community; Suggest opportunities for COTA to engage with key community leaders, either through independent meetings or through presence at key community events.
- **Award Recognition:** Assist COTA in both identifying and submitting applications for various industry and community awards.
- **Annual Luncheon:** Serve as counsel for the development, planning and execution of COTA’s Annual Luncheon, including drafting run-of-show, speeches, and other elements to ensure success.
- **Meeting:** Attend COTA Corporate Communication and Government Affairs Division meetings weekly on Mondays, Wednesdays and Fridays. Participate in weekly Government Affairs and Marketing cross-functional meeting on Tuesdays.

PART IV: PROPOSAL SUBMISSION

SECTION 1: BACKGROUND

Proposers MUST submit One (1) copy of its Proposal. The proposal shall be organized in conformity with Part IV.

Proposers are also required to include Appendix A, Non-Collusion Affidavit; Attachment B, Certification Regarding Delinquent Taxes; Attachment C, Nondiscriminatory Certification; Attachment D, Certification Regarding Debarment, Suspension and Other Responsibility Matters; Attachment E, Certification of Restrictions on Lobbying; Attachment F, Conflict of Interest Affidavit; Attachment G, Acknowledgement of Addendum Receipt;

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

Proposals received by the due date will be reviewed by a selection committee composed of representatives from COTA. COTA may conduct WebEx interviews to determine the prospective contractor's performance capability under the terms of the proposed Contract.

SECTION 2: EXECUTIVE SUMMARY

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

SECTION 4: Evaluation Criteria DEFINED

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

4.1 QUALIFICATIONS, EXPERIENCE AND REFERENCES

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

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

4.1.3 Provide a description of your firm’s capabilities, including information on facilities, staff, and your ongoing projects and contracts.

4.1.4 Provide the address, telephone number, and e-mail address of the office from which the services will be provided.

4.1.5 Provide a discussion as to why COTA should select your company to provide photography services.

4.2 UNDERSTANDING OF PROJECT

4.2.1 Provide a detailed discussion of your understanding of COTA’s needs and your planned approach to fulfilling those needs, including information on the proposed role of any subcontractors (if applicable).

4.2.2 Provide your proposed approach to fulfilling the requirements of this contract, up to and including a discussion on quality control and how it will be accomplished.

4.2.3 Provide a sample project timeline/schedule that demonstrates the amount of time that will be needed to finish a project.

4.2.4 Provide a detailed list of value-added services (at no cost to COTA) that may assist in successfully executing future projects that involve public relations counsel services (if applicable).

4.2.5 Provide a brief discussion on how your organization practices Equity, Diversity and Inclusion and your plan to implement that approach with COTA (i.e. Diversity Business Participation, Diversity Programming, etc.).

4.3 PRICING

4.3.1 Provide the hourly rate that will be charged to COTA for year 1, and the option year for all public relation counsel services.

4.4 PERSONNEL

4.4.1 Provide the name and full resume of the individual who will serve as the project manager, including information on their past experiences with similar projects.

- 4.4.2 Provide the names and resumes for the supporting staff team members on this project, including information on their past experience on similar jobs and the length of time that they have been with the firm/company.

SECTION 5: PROPOSAL EVALUATION CRITERIA

6.1. Although all material submitted will be considered by COTA in the selection process, the primary basis for evaluation shall be the documents and information specified in part IV of this RFP.

6.2. Significant criteria for evaluation include the following, in descending order of importance:

- A. Qualifications, Experience and References
- B. Understanding of Project
- C. Pricing
- D. Personnel
- E. Presentations, if requested by COTA

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

PART V: PROPOSAL FORMS

ATTACHMENT A

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

ATTACHMENT G

**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

CERTIFICATION

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.

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

X

Signature

Date

CERTIFICATION OF COMPLIANCE WITH SECTION 3517.13 OF THE OHIO REVISED CODE

The individual listed as the signatory of this certification is a duly appointed representative of the named entity and as such is authorized to sign this certification as an individual or as a representative of _____ for a contract for
(name of entity)

_____ (type of product or service)
to be let by the Central Ohio Transit Authority (COTA) who, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

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

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