

## **NOTICE TO PROSPECTIVE BIDDERS**

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

## **ONLY RESPONSIVE BIDS WILL BE CONSIDERED**

The bid MUST include the following:

- Bid Form 1
- Non-Collusion Affidavit
- Certification Regarding Delinquent Taxes
- Certification of Restrictions on Lobbying
- Certification Regarding Debarment and Suspension
- Nondiscriminatory Certification
- Certification of Compliance with Section 3517.13 of the Ohio Revised Code
- Acknowledgement of Addendum Receipt

Any questions and/or comments regarding the contents herein should be presented via e-mail to Kevin Christopher, Manager, Supply Management, at [christopherk@cota.com](mailto:christopherk@cota.com) on or no later than April 12, 2010 - 5:00 PM EDT.

A vendor registration form must be on file in COTA's Supply Management Department prior to contract award. A copy of this form is available at [www.cota.com](http://www.cota.com).

AG/KC



**TO: ALL BIDDERS**

**FROM: ANN GETER  
DIRECTOR OF SUPPLY MANAGEMENT**

**DATE: MARCH 29, 2010**

**SUBJECT: REQUEST FOR BIDS FOR THE PURCHASE OF  
FORTY (40) DESKTOP AND TWENTY (20)  
LAPTOP PERSONAL COMPUTERS –  
RFB #2010-11 INF**

**BID OPENING DATE: APRIL 20, 2010 - 2:00 P.M. EDT.**

**THE ATTENTION OF ALL BIDDERS IS DIRECTED TO THE FOLLOWING:**

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

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

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

AG/KC

**REQUEST FOR BIDS FOR  
THE PURCHASE OF FORTY (40) DESKTOP AND TWENTY (20) LAPTOP PERSONAL  
COMPUTERS**

**RFB #2010-11 INF**

**CENTRAL OHIO TRANSIT AUTHORITY  
1600 MCKINLEY AVENUE  
COLUMBUS, OHIO 43222**

**MARCH 29, 2010**

**INFORMATION  
TO  
BIDDERS**

## **SECTION 1**

### **GENERAL INFORMATION**

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

2. Definitions of COTA and Contractor

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

3. Contract/Contract Documents

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

4. Liability

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

5. NOT USED

6. Contract Term

The duration of the proposed contract shall be from the commencement of the Work until final completion of the Work plus such additional time as is necessary to cover any obligations of the Contractor following final completion and project closeout, including warranty and guarantee requirements.

Delivery shall be within fifteen (15) calendar days (excluding nationally recognized holidays) from the date of contract execution.

7. Terms of Delivery

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

8. Bid

Sealed bids endorsed Bid for the “THE PURCHASE OF FORTY (40) DESKTOP AND TWENTY (20) LAPTOP PERSONAL COMPUTERS” to the Central Ohio Transit Authority, Columbus, Ohio, will be received in the office of the Supply Management Department, 1600 McKinley Avenue, Columbus, Ohio 43222 until 2:00 P.M. official time, City of Columbus by APRIL 20, 2010.

9. Form of Bid

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

When an Alternate is listed on the bid form, the Bidder shall fill in the blank with an amount to add to or deduct from the Base Bid. COTA reserves the right to accept or reject any or all bids on Alternates, in whole or in part, and in any order. Voluntary Alternates are prohibited from becoming the basis of the Contract award.

1. If no change to the Bid amount is required, indicate "No Change" or "0 Dollars." Failure to make an entry or an entry of "No Bid," "N/A," or similar entry for any Alternate may cause the Bidder to be rejected as nonresponsive only if that Alternate is selected, and if an Alternate is not selected, such an entry on that Alternate will not itself render a Bidder nonresponsive.
2. In a combined Bid, a blank entry or an entry of "No Bid," "N/A," or similar entry on an Alternate will cause the Bid to be rejected as nonresponsive only if that Alternate applies to the combined Bid and that Alternate is selected.

Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

Withdrawn Bids may be resubmitted up to the date and time designated for receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders. Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

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

DO NOT OPEN UNTIL **APRIL 20, 2010 - 2:00 P.M. EDT.**

10. Name of Bidder

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

11. Signature of Bidder

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

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

12. Explanations Written and Oral

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

13. Bid in Effect

All bids shall remain in effect for not less than sixty (60) days from the bid opening date. Any bid submitted pursuant to this solicitation shall constitute an offer based on the terms included herein and upon acceptance by COTA shall become the contract under which COTA and the Contractor shall perform, unless otherwise modified by mutual agreement of the parties. In no event will changes, amendments, modifications or addendums, written or oral be considered after the Contractor's submission of his/her bid without the express written consent of COTA's Director of Supply Management.

14. Decline of Bid

If no bid is submitted, the invitation should be so marked and returned to COTA, Supply Management Department, 1600 McKinley Avenue, Columbus, Ohio 43222.

15. Specifications to be Part of Contract

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

16. Consideration of Bids

All proposals received in conformity with these specifications shall, as soon as practicable, be tabulated and shall become a public record, and will be available at COTA, Supply Management Department, 1600 McKinley Avenue, Columbus, Ohio 43222.

17. Rejection or Acceptance of Bids

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



18. Unacceptable Bids

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

19. Evidence of Ability to do Work

COTA reserves the right to award a Contract to the lowest most responsive and responsible bidder. The bidder(s) may be required, upon request, to prove to the satisfaction of COTA that the bidder(s) have the skill and experience and the necessary facilities and financial resources to perform the Contract in a responsible and satisfactory manner.

20. Forfeiture

A. If, for any reason, other than as authorized by Article 9 herein, the Bidder fails to execute the Contract, and COTA awards the Contract to another Bidder (a "Subsequent Bidder") which COTA determines is the lowest responsive and responsible Bidder, the Bidder who failed to enter into a Contract shall be liable to COTA for the difference between such Bidder's bid and the bid of the Subsequent Bidder awarded the Contract, but not to exceed ten (10) percent of the Bid amount of the Bidder who failed to enter into a Contract.

B. If the Subsequent Bidder also fails or refuses to execute the Contract, the liability of such Subsequent Bidder shall be the amount of the difference between the Bid amount of such Subsequent Bidder and another Bidder which COTA determines is the lowest responsive and responsible Bidder, but not in excess of ten (10) percent of the Subsequent Bidder's bid amount. Liability on account of an award to each succeeding lowest responsive Bidder shall be determined in like manner.

C. If COTA does not award the Contract to another Bidder which COTA determines is the next lowest responsive Bidder, but resubmits the Project for bidding, the Bidder failing to execute the Contract shall be liable to COTA for the costs in connection with the resubmission, of printing new Contract documents, required advertising and printing and mailing notices to prospective Bidders, but not to exceed ten (10) percent of such Bidder's bid amount.

D. COTA will have the right to retain the bid security of Bidders until either (a) the Contract has been executed, (b) the specified time has elapsed so that Bids expire or (c) all Bids have been rejected.

21. Prices Bid

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

22. Time of Award

COTA will either make an award or reject all bids received at a regular or special board meeting, unless otherwise indicated in Item 24 below.

23. Method of Award

COTA reserves the right to make an award based upon lowest, most responsive, responsible bidder or to reject any or all bids. COTA may consider each line item as a separate bid, and may award contracts accordingly.

24. Net Price Used to Determine Lowest and Most Responsive Bid

Discounts offered by bidders should be reflected as a net price. Terms of payment offered must be identified on bid proposal page number IV-1 under Terms of Payment.

25. Bidder's Affidavits

Each bidder is required to submit with his bid, an affidavit stating that neither he nor his agents, nor any other party on his behalf has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will be hereinafter paid. This affidavit must be on the form provided by COTA, which is attached to this bid.

26. Financial Standing

COTA is listed and on file with Dun & Bradstreet, Inc. Suppliers who find it necessary to have this information may obtain the same by contacting Dun & Bradstreet, Inc.

27. Correspondence

All correspondence pertaining to this bid shall be addressed to the Central Ohio Transit Authority, 1600 McKinley Avenue, Columbus, Ohio 43222 to the attention of Ann Geter, Director of Supply Management, via facsimile at (614) 275-5892.

28. Delinquent Personal Property Tax

Each Bidder is required to submit with his/her bid a statement affirmed under oath that he/she 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 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 that the information was submitted to COTA. This statement must be on the form provided by COTA, which is attached to this bid.

## 29. Bid Protest Procedures

### General

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

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

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

### Protests Before Award

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

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

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

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

Where a written protest has been filed prior to award, the contract shall not be awarded until five (5) days after the matter is resolved, unless the Director of Supply Management in accordance with FTA Circular 4220.1F, 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 the event the Director of Supply Management determines that the award is to be made during the five (5) day period or during the pendency of a protest, he shall notify the FTA prior to making such award. The FTA reserves the right not to participate in the funding of any contract awarded during the pendency of a protest to FTA.

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 of 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 Director of Supply Management shall receive the protest. 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.

Following an adverse decision by the Director of Supply Management, the protestor may file a protest with the FTA.

## Basis of Review by FTA

- \* FTA will only review protests regarding the alleged failure of COTA to have written procedures or alleged failure to follow such procedures.
- \* Alleged violations on other grounds are under the jurisdiction of the appropriate state or local administrative or judicial authorities.
- \* FTA will only review protests submitted by an interested party. Protestors shall file a protest with FTA not later than five (5) days after a final decision is rendered under COTA's protest procedure. In instances where the protestor alleges that COTA failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) days after the protestor knew or should have known of COTA's failure to render a final determination on the protest.

## 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.

## 30. 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.

## 31. Single Bid, If Received

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

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

## 32. References

COTA may require the lowest bidder(s) to furnish a list of at least two (2) references of whom are or within the past year have been customers of the Bidder and who have been provided similar amounts of the "requirements" being bid upon. The list shall include the following:

- A. Name of Customer
- B. Contact Person
- C. Complete Address of Customer
- D. Telephone Number

If such references are requested, the list must be communicated verbally or mailed to and received by the Contracts and Procurement Department within three (3) days (Monday through Friday) from the date the request is made by COTA. Failure to comply with this requirement will eliminate the bid from further consideration.

33. Dissemination of Information

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

34. Waive of Minor Defects

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

35. Annulment of Contract

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

36. Amendments to RFB

Any clarifications of further instructions to all bidders will be sent in addendum form. All questions and comments regarding the information contained within this bid must be submitted via e-mail to Kevin Christopher, Manager, Supply Management, at [christopherk@cota.com](mailto:christopherk@cota.com) on or before April 12, 2010, 5:00 P.M. EDT.

- (a) If the solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (b) Bidders shall acknowledge receipt of any amendments to this solicitation>
  - (1) By signing and returning the ACKNOWLEDGEMENT OF ADDENDA.  
COTA must receive the acknowledgement by the time and at the place Specified for receipt of bids.
- (c) If an addendum is issued within 72 hours prior to the published time for opening of Bids (excluding Saturdays, Sundays and legal holidays) then the time for opening of Bids shall be extended one week with no further advertising of Bids required.
- (d) Any interpretation or clarification of the Contract Documents made in any manner other than a written Addendum shall not be binding and the Bidder shall not rely upon the interpretation or clarifications that is not made in the form of a written Addendum.

## **SECTION 2**

### **CONTRACT TERMS**

1. Patents

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

2. Failure to Meet Specifications

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

3. Curtailment of Quantities

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

4. State Industrial Compensation

The Contractor shall comply with the state law known as the Workmen's Compensation Act, Chapter 4123, Ohio Revised Code, and shall pay into the State Insurance Fund the necessary premiums required by that Act to cover all employees furnishing the commodities or services purchased under the terms of this bid to COTA, and under the control of the Contractor, and shall relieve COTA from any costs due to accidents or other liabilities mentioned in said Act. If the Contractor is self-insured under the Ohio Workmen's Compensation Act, and duly authorized as such the Industrial Commission of Ohio, he shall tender to COTA proof of such status.

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

5. State or Federal Taxes

- a. The contract price or prices for the commodities contained in the contract are subject to increase or decrease by the amount of any additional tax or taxes or reduction of such tax or taxes, as the case may be, affecting such commodity imposed by or under authority of the federal government or the State of Ohio, which may be enacted after receipts of bids for this contract and such changes shall continue in effect during the existence of such change in the tax or taxes, provided, however, that in the event of any increase in cost, a claim shall be presented by the Contractor within thirty (30) days and provided that such claim is supported by evidence showing such additional tax, satisfactory to the General Counsel of COTA. Reductions in taxes will be deducted from the contract.



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

6. Social Security Act

The Contractor shall be and remain an independent Contractor with respect to all service performance and goods supplied 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.

7. 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.

8. Delay for Causes Beyond Control

This contract shall be subject to failure or delay caused by strikes, public commotion, Acts of God, or other causes beyond the control of the Contractor, including orders, limitations, or restrictions of any governmental agency having jurisdiction over the subject matter of the contract.

9. Warranty of Title

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

10. Equal Employment Opportunity

In connection with the carrying out of any Contract the Contractor hereby certifies that it shall not discriminate against any employee or applicant for employment because of sex, handicap, religion, race, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their sex, handicap, religion, race, color or national origin.

Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall at all times comply with the provisions of Executive Order 11246, as amended, entitled "Equal Employment Opportunity".

11. Indemnify and Save Harmless

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

12. Modification of Contract

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

13. Prohibited Interests

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

14. Laws of Ohio

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

15. Contract Termination

Termination for Default

- (a) (1) COTA may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to-
  - (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
  - (ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below): or
  - (iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

- (2) COTA's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Director of Supply Management) after receipt of the notice from the Director of Supply Management specifying the failure.
- (b) If COTA terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Director of Supply Management considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the COTA for any excess cost for those supplies or services. However, the Contractor shall continue the work not terminated.
- (c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of COTA in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- (d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.
- (e) If this contract is terminated for default, COTA may require the Contractor to transfer title and deliver to COTA, as directed by the Director of Supply Management, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Director of Supply Management, the Contractor shall also protect and preserve property in its possession in which COTA has an interest.
- (f) COTA shall pay contract price for completed supplies delivered and accepted. The Contractor and Director of Supply Management shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. COTA may withhold from these amounts any sum the Director of Supply Management determines to be necessary to protect COTA against loss because of outstanding liens or claims of former lien holders.
- (g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of COTA.
- (h) The rights and remedies of COTA in this clause are in addition to any other rights and remedies provided by law or under this contract.

### Termination for Convenience

The Director of Supply Management, by written notice may terminate this contract, in whole or in part, when it is in COTA's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

If reasons beyond the control of COTA (such as retrenchment in COTA's operations or reduction in funding appropriations) so dictate, COTA may cancel the Contract for convenience upon thirty (30) days written notice to the Contractor. Upon such termination for convenience, COTA will pay the Contractor's reasonable, direct costs incurred up to the date of termination. Any materials for which COTA pays will be delivered to COTA.

### 16. 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.

### 17. Audit and Inspection of Records

The Contractor shall permit the authorized representatives of COTA, the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to his performance under the contract until the expiration of three (3) years after final payment under this Contract. The Contractor shall provide for such inspection rights in all its subcontracts.

18. Disadvantaged Business Enterprise (DBE) Compliance Requirements

In accordance with 23 USC 101(b) and the U.S. Department of Transportation, DBE regulations, 49 CFR Part 26, it is the policy of COTA to utilize ready, willing, and able disadvantaged and small businesses and to use the best efforts possible to level the playing field in the market place ensuring these firms have the opportunity to participate in the procurement process. COTA is required by 49 CFR Part 26 to establish DBE goals annually. COTA has established race conscious and race neutral initiatives in the DBE annual and contract specific goals to provide opportunities in all procurement activities. In cases where COTA does not establish a race conscious goal on a contract, COTA fully expects its prime contractors to make good faith efforts to enter into subcontracts with DBEs and small businesses to the maximum extent possible to ensure that COTA meets its annual DBE goal requirement.

19. Definition of Disadvantaged Business Enterprise (DBE)

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

20. Payment

COTA shall be invoiced within thirty (30) days upon receipt of the items provided within this bid. Invoices shall include a statement identifying the quantity, description and cost of each item(s) purchased, as well as any other detail necessary for COTA to determine the reasonableness of the subject invoice.

21. Liability Insurance

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

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

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

22. 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.

23. Civil Rights Requirements

23.1. 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.

23.2. 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 No. 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 assure 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 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 Opportunity 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.

23.3. 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.

24. Inspection and Acceptance

All goods purchased hereunder will be subject to inspection and acceptance by COTA after delivery.

25. Time of Delivery

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

26. Price Warranty

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

27. Not Used

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 USC Section 6321, et seq.).

29. 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.

30. Inspection of Services

Definitions. "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.

If any of the services do not conform with contract requirements, COTA may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, COTA may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the Contract price to reflect the reduced value of the services performed.

If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, COTA may, by Contract or otherwise, perform the services and charge the Contractor any cost incurred by COTA that is directly related to the performance of such service.

31. Failure to Perform

- (a) Subject to the Excusable Delays clause (if included in this Contract), if the Contractor fails to perform this Contract under its terms, the Director of Supply Management shall give the Contractor written notice stating the failure. Thereafter, regardless of any other provision of this Contract, the Contractor shall not be entitled to an equitable adjustment under either this Contract or any related contract, to the extent the equitable adjustment arises from the Contractor's failure to perform or from any reasonable remedial action taken by the Director of Supply Management based upon the failure.
- (b) The failure of COTA to insist, in one or more instances, upon the performance of any term of this Contract is not a waiver of COTA's right to future performance of such term, and the Contractor's obligation for future performance of such term shall continue in effect.
- (c) COTA reserves the right to reject any item(s) for the following reasons:
  - Failure to be fully operational within five (5) days after COTA declares installation to be complete or COTA determines installation cannot be completed.
  - Failure of equipment to perform as specified.



- Failure to perform with the software or hardware that the vendor certifies compatible.
- Three or more failures within ninety (90) days after set up and installation

Should rejection occur, the Contractor shall:

- Refund the purchase price and all shipping, handling, installation and/or repair costs incurred by COTA with no restocking fees; or
- Deliver identically configured, fully functional equipment within fourteen (14) calendar days following notification of rejection.

- (d) The rights and remedies of COTA in this clause are in addition to any other rights and remedies provided by law or under this Contract.

### 32. 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 thirty (30) 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:

1. 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.
2. COTA will not award future contracts to prime contractors who refuse to pay promptly.

### 33. Method of Payment

COTA shall be invoiced\* within thirty (30) days upon receipt of the items provided within this Contract. Invoice shall include a statement identifying the quantity, description and charge for each item supplied, as well as any other detail necessary for COTA to determine the reasonableness of the subject invoice.

\*Invoices shall be submitted to Central Ohio Transit Authority, Accounting Department, 1600 McKinley Avenue, Columbus, Ohio 43222.

### 34. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

### 35. Warranty Terms and Conditions

The following requirements shall apply to all hardware for a period of one (1) year from the date of delivery and acceptance by COTA for the initial warranty term, and another two (2) years thereafter for the extended warranty term:

- Perform all hardware warranty work (parts and onsite labor; next business day)
- Repair, replace or exchange any defective piece of hardware
- Provide all parts and labor during the warranty period at no additional cost
- Replace any piece of hardware that has required remedial warranty
- Service the hardware in a professional manner

Acceptance by COTA shall be upon inspection and confirmation that the personal computers meet contract specifications, and shall be completed within fifteen (15) working days after delivery.

The Warranty period shall begin upon written acceptance of equipment.

The Contractor must guarantee fixes to virus infections within 24 hours after being reported in writing by COTA. Failure to provide fixes within 24 hours shall result in the first day of the Warranty period being extended to the date of the reported problem.

### 36. State and Local Law Disclaimer

The use of many of the clauses within this contract are not governed by Federal law, bus are significantly affected by State law.

37. 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 each subletting is approved, the Contractor shall assume full responsibility to COTA for acts or omissions of subcontractor or person employed by the subcontractor and shall cure any damages sustained by COTA for any performance by said subcontractor.

**SECTION 3**  
**SPECIFICATIONS**

# SPECIFICATIONS FOR THE PURCHASE OF FORTY (40) DESKTOP AND TWENTY (20) LAPTOP PERSONAL COMPUTERS

## 1. General

### 1.1. Introduction

This specification has been prepared by the Central Ohio Transit Authority to assist in the procurement of desktop and laptop personal computers for 2010.

## 2. Equipment Specifications – Personal Computers

2.1. COTA is requesting bids for the purchase of forty (40) EA Dell Optiplex 960 Desktop personal computers with the following configuration:

<b>Base Unit:</b>	<b>OptiPlex 960 Small Form FactorBase Standard PSU (224-2257)</b>
<b>Processor:</b>	<b>OptiPlex 960, Core 2 Duo E8400 with VT/3.0GHz,6M,1333FSB (311-9533)</b>
<b>Memory:</b>	<b>4.0GB,Non-ECC,800MHz DDR2 4x1GB,OptiPlex 960 (311-9613)</b>
<b>Keyboard:</b>	<b>Dell QuietKey Keyboard, No Hot Keys, No Palmrest, English, OptiPlex (330-1989)</b>
<b>Monitor:</b>	<b>DELL P2210,22 inch VIS,Professional Widescreen,Flat Panel,OptiPlex Small Form Factor (320-1134)</b>
<b>Video Card:</b>	<b>256MB ATI RADEON HD 3470 Graphics w/ Dual DP, LP OptiPlex (320-7431)</b>
<b>Hard Drive:</b>	<b>250GB SATA 3.0Gb/s and 8MB Data Burst Cache,Dell OptiPlex (341-5474)</b>
<b>Floppy Disk Drive:</b>	<b>No Floppy Drive with Optical Filler Panel,Dell OptiPlex 960Small Form Factor (341-8103)</b>
<b>Operating System:</b>	<b>Vista Home Basic Service Pack 1,No Media,32 Bit,English,DellOptiplex (420-8465)</b>
<b>Mouse:</b>	<b>Dell USB 2 Button Optical Mouse with Scroll,Black OptiPlex (330-2733)</b>
<b>TBU:</b>	<b>vPro Secure Advanced Hardware Enabled Systems Management Dell OptiPlex (330-2626)</b>
<b>CD-ROM or DVD-ROM Drive:</b>	<b>8X DVD+/-RW,Slimline,Data OnlyOptiPlex 960 Small Form Factor (313-7069)</b>
<b>CD-ROM or DVD-ROM Drive:</b>	<b>Cyberlink Power DVD 8.3, No Media, Dell Relationship LOB (421-0537)</b>
<b>CD-ROM or DVD-ROM Drive:</b>	<b>Roxio Creator Dell Edition 10.3, No Media, Dell RLOB (421-1190)</b>
<b>Sound Card:</b>	<b>No Quiet Kit Option,Dell OptiPlex Small Form Factorand Desktop (311-9539)</b>
<b>Speakers:</b>	<b>Dell AX510 black Sound Bar forUltraSharp Flat Panel DisplaysDell Optiplex/Precision/Latitude (313-6414)</b>
<b>Cable:</b>	<b>OptiPlex 960 Small Form FactorStandard Power Supply (330-2014)</b>
<b>Cable:</b>	<b>Dell Control Point for OptiPlex,Systems (420-9701)</b>
<b>Cable:</b>	<b>Enable Low Power Mode for EUP Compliance,Dell OptiPlex (330-7422)</b>
<b>Documentation Diskette:</b>	<b>Power Cord,125V,2M,C13,Dell OptiPlex (330-1711)</b>
<b>Documentation Diskette:</b>	<b>Documentation,English,Dell OptiPlex (330-1710)</b>
<b>Controller Option:</b>	<b>No RAID, Dell OptiPlex 960 (341-8036)</b>
<b>Factory Installed Software:</b>	<b>No Dell Energy Smart Power Management Settings,OptiPlex (467-3564)</b>
<b>Feature</b>	<b>Resource DVD contains Diagnostics and Drivers for Dell OptiPlex (330-3686)</b>
<b>Service:</b>	<b>Basic Support: Next Business Day Parts and Labor Onsite Response 2 Year Extended (991-1752)</b>
<b>Service:</b>	<b>Basic Support: Next Business Day Parts and Labor Onsite Response Initial Year (991-4210)</b>

Service:	Dell Hardware Limited Warranty Plus Onsite Service Extended Year(s) (992-5878)
Service:	Dell Hardware Limited Warranty Plus Onsite Service Initial Year (992-5877)
Misc:	Readyware Installation Fee (365-1234)
Misc:	Readyware Installation Fee (365-1234)
Misc:	Shipping Material for System Small Form Factor,Dell OptiPlex 960 (330-2031)
Misc:	Mainstream Pentium Dual Core Dell OptiPlex 960 Small Form Factor (311-9612)
	Vista Basic System (310-8643), vPro System (310-9490)

No installation services are being requested.

2.2. COTA is requesting bids for the purchase of twenty (2) Dell Latitude E6500 laptop computers with the following configuration:

GROUP:	Description
Base Unit:	Latitude E6500, Intel Core 2 Duo P8600, 2.40GHz, 1066MHz 3M L2 Cache, Dual Core (223-9150)
Memory:	4.0GB, DDR2-800 SDRAM, 2 DIMM for Latitude (311-8827)
Keyboard:	Internal English Keyboard for Latitude E (330-0836)
Keyboard:	Documentation (English) Latitude E-Family/Mobile Precision (330-1652)
Video Card:	256MB NVIDIA Quadro NVS 160M for Black Latitude E6500 (320-6725)
Hard Drive:	160GB Hard Drive 9.5MM,7200RPMFFS for Latitude E6X00 (341-6970)
Hard Drive Controller:	No Fingerprint Reader for Latitude E6X00 (311-8819)
Floppy Disk Drive:	15.4 inch Wide Screen WUXGA LCD for Latitude E6500 (320-6728)
Floppy Disk Drive:	Black 15.4 inch Wide Screen WUXGA LCD for Latitude E6500 (320-6731)
Floppy Disk Drive:	No web cam w/ microphone for WUXGA LCD for Latitude E6500 (313-6498)
Operating System:	Vista Home Basic Service Pack 1, with media, English Latitude (420-8732)
NIC:	Dell Wireless 370 Bluetooth 2.1 + UWB Minicard for Latitude E/Mobile Precision (430-3090)
Modem:	Internal MDC Modem for Latitude E6500 (313-6499)
TBU:	90W 3-Pin, AC Adapter for Latitude E-Family (330-0876)
TBU:	US - 3-FT, 3-Pin Flat E-FamilyPower Cord for Latitude E-Family (330-0879)
CD-ROM or DVD-ROM Drive:	8X DVD+/-RW for Latitude E-Family (313-6513)
CD-ROM or DVD-ROM Drive:	Roxio Creator Dell Edition,9.0no Media,Dell Latitude/Mobile Precision (420-8009)
CD-ROM or DVD-ROM Drive:	Cyberlink Power DVD 8.1,No Media,Dell Latitude/Mobile Precision (420-9186)
Sound Card:	No web cam w/ microphone for Latitude E6500 (320-7004)
Processor Cable:	Intel WiFi Link 5300 (802.11 a/g/n 3X3) 1/2 MiniCard for VPRO Latitude E/Mobile Precision (430-3362)
Documentation Diskette:	No Intel vPro Technologys advanced management features for Latitude, Mobile Precision (330-0884)
Bundled Software:	Intel Centrino 2 Core Duo Processor (330-1152)
Factory Installed Software:	No Resource DVD for Dell Optiplex, Latitude, Precision (313-3673)
Feature	9-Cell/85-WHr Battery for Latitude E/Mobile Precision (312-0730)
Service:	Dell Hardware Limited Warranty Plus Onsite Service Initial Year (991-3367)
Service:	Basic Support: Next Business Day Parts and Labor Onsite Response 2 Year Extended (989-2862)
Service:	Dell Hardware Limited Warranty Plus Onsite Service Extended Year(s) (991-3368)
Service:	Basic Support: Next Business Day Parts and Labor Onsite Response Initial Year (989-5570)

<b>Installation:</b>	<b>Standard On-Site Installation Declined (900-9987)</b>
<b>Support:</b>	<b>Info, Complete Care (988-7689)</b>
<b>Support:</b>	<b>CompleteCare Accidental Damage Protection, 3 Year (989-3252)</b>
	<b>Vista Basic System (310-8759)</b>
	<b>E/Port Plus, Advanced Port Replicator for Latitude E-Family/Mobile Precision (430-3096)</b>

No installation services are being requested.

3. All equipment shall be new. No refurbished or used equipment is acceptable.
4. Personal computers shall be packed for secure delivery to COTA at 1600 McKinley Avenue, Columbus, Ohio 43222 (FOB – Destination).
5. All personal computers shall be delivered within fifteen (15) calendar days (excluding nationally recognized holidays) from the date of contract execution.

## **SECTION 4**

### **BID FORMS**



TO THE CENTRAL OHIO TRANSIT AUTHORITY  
 BID FOR: THE PURCHASE OF FORTY (40) DESKTOP AND TWENTY (20) LAPTOP  
 PERSONAL COMPUTERS – RFB #2010-11 INF

The undersigned proposes to furnish to the Central Ohio Transit Authority the following merchandise in accordance with the plans and specifications therefore, which have been examined, for the following prices.

<u>ITEM #</u>	<u>QTY.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	40 EA	Desktop Personal Computers in accordance with Section 3, Item 2.1	\$_____	\$_____
1a	40 EA	Three Year Warranty – Item 1	\$_____	\$_____
2	20 EA	Laptop Personal Computers in accordance with Section 3, Item 2.2	\$_____	\$_____
2a	20 EA	Three Year Warranty – Item 2	\$_____	\$_____
Grand Total			\$_____	\$_____

DELIVERY: WITHIN 15 CALENDAR DAYS (EXCLUDING NATIONALLY RECOGNIZED HOLIDAYS) FROM THE DATE OF CONTRACT EXECUTION

TERMS OF PAYMENT: NET 30

BIDDER'S E. I. NO.: \_\_\_\_\_

I CERTIFY THAT THE ITEMS BID MEET ALL THE REQUIREMENTS SPECIFIED BY COTA.

\_\_\_\_\_  
 AUTHORIZED SIGNATURE

\_\_\_\_\_  
 \_\_\_\_\_  
 COMPANY NAME AND ADDRESS

\_\_\_\_\_  
 NAME AND TITLE TYPED

\_\_\_\_\_  
 TELEPHONE NO./FAX NO./E-MAIL ADDRESS

NOTE: -THIS IS A DIRECT PURCHASE CONTRACT  
 -PRICES QUOTED RE EXCLUSIVE OF ALL TAX  
 -THIS PAGE MUST BE SIGNED

## 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.

## CERTIFICATION OF RESTRICTIONS ON LOBBYING

The undersigned hereby certifies on behalf of \_\_\_\_\_

that:

(Name of Bidder)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Name of Bidder \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_

Title of Official \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION  
(NON-PROCUREMENT)**

**Suspension and Debarment**

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

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

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

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

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Authorized Signature

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Date

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Company Name

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Company Address

## 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 \_\_\_\_\_, 2002.

(SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Expiration Date



**CERTIFICATION OF COMPLIANCE WITH § 3517.13 OF THE OHIO REVISED CODE**

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

\_\_\_\_\_  
Name of entity

for a contract for \_\_\_\_\_

\_\_\_\_\_  
Type of product or service

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

1. That none of the following, individually, contributed in excess of one thousand dollars (\$1000) in the previous twenty-four months, and that none of the following will contribute in excess of one thousand dollars (\$1000) beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, to the public officer or the campaign committee of the public officer having ultimate responsibility (as defined by O.R.C. § 3517.13(K)) for the award of the contract:
  - a. The individual;
  - b. Any partner or owner of the partnership or other unincorporated business;
  - c. Any shareholder of the association;
  - d. Any administrator of the estate;
  - e. Any executor of the estate;
  - f. Any trustee of the estate;
  - g. The spouse of any person identified;
  - h. Any child seven years of age through seventeen years of age of any person identified
  - i. An owner of more than 20% of the corporation or business trust;
  - j. A spouse of an owner of more than 20% of the corporation or business trust;
  - k. A child seven years of age through seventeen years of age of an owner of more than 20% of the corporation or business trust.
2. That no combination of two or more of the following contributed in excess of two thousand dollars (\$2000) in the previous twenty-four months nor will contribute in excess of two thousand dollars (\$2000) beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, to the public officer or the campaign committee of the public officer having ultimate responsibility (as defined by O.R.C. § 3517.13(K)) for the award of the contract:
  - a. The individual;
  - b. Any partner or owner of the partnership or other unincorporated business;
  - c. Any shareholder of the association;
  - d. Any administrator of the estate;
  - e. Any executor of the estate;
  - f. Any trustee of the estate;
  - g. The spouse of any person identified;
  - h. Any child seven years of age through seventeen years of age of any person identified
  - i. An owner of more than 20% of the corporation or business trust;
  - j. A spouse of an owner of more than 20% of the corporation or business trust;
  - k. A child seven years of age through seventeen years of age of an owner of more than 20% of the corporation or business trust.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Company address: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## **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 non-responsive to the solicitation. Acknowledgement of receipt of each amendment must be clearly established and included with the offer.

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
DATE