



**Clermont Transportation  
Connection**

**In-Vehicle Camera Systems  
Request for Bid**

**2008**

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## **OVERVIEW**

This Request for Bid (RFB) is being offered on behalf of the Board of Clermont County Commissioners, doing business as the Clermont Transportation Connection for the purchase and delivery of twenty five (25) in vehicle camera systems for the Clermont Transportation Connection (CTC)

## SECTION 1: LEGAL NOTICE

The Clermont Sun: \_\_\_\_\_

### Legal Notice

The Board of Clermont County Commissioners will be accepting sealed bids for *Furnishing and Delivery twenty five (25) In-Vehicle Camera Systems for the Clermont Transportation Connection*. All bids shall be submitted in a sealed envelope marked: **Bid – CTC: IN-VEHICLE CAMERA SYSTEM**, and must be received in the Office of the Board of County Commissioners, 101 E. Main Street, Batavia, Ohio 45103, no later than \_\_\_\_\_, local time on \_\_\_\_\_, **2008**, at which time all bids shall be opened and read aloud publicly.

Instructions to bidders, specifications, and bid form outlining the terms and conditions of the proposed purchase may be obtained by interested bidders during normal working hours of 8:00 a.m. to 4:30 p.m. Monday through Friday at the Clermont Transportation Connection Office located at 4003 Filager Rd., Batavia, Ohio, 45103, ATTN: Ben Capelle, 513-732-7577, Fax 513-732-7490.

Each bidder must submit their bid in **DUPLICATE**, one (1) original and one (1) copy (with the copy stamped "COPY"). Each bidder must deposit with his bid, a certified check, cashier's check or money order drawn on a solvent bank or savings and loan association in the amount of five (5%) percent of the bid, paid to the order of the Clermont County Treasurer, or a Bid bond surety of five (5%) percent of the amount of the bid pursuant to the provisions of Section 307.88 of the Ohio Revised Code. Bid bonds must be filed with original signatures. Facsimile and electronic copies of bid bond and Power of Attorney of the Surety will be deemed non-responsive.

The Board of County Commissioners reserves the right to waive any informalities, reject any or all bids and to hold such bids for a period of sixty (60) days before taking any action and to award a contract to the lowest and best bidder. No Bidder may withdraw his bid for a period of 60 days after the actual date of the opening thereof.

This notice is also posted on the contracting authority's internet site on the World Wide Web at the following address: [www.co.clermont.oh.us](http://www.co.clermont.oh.us). In order to view the legal notice, click on the link Legal Notices located on the Clermont County Home Page.

### **BOARD OF COUNTY COMMISSIONERS CLERMONT COUNTY, OHIO**

Robert L. Proud, President  
Mary C. Walker, Vice President  
R. Scott Croswell III, Member

### **ATTEST:**

\_\_\_\_\_  
Judith Kocica, Clerk of the Board

Bill to: Clermont Transportation Connection, Attn. Jenny Mentz, 4003 Filager Road, Batavia, Ohio 45103

## SECTION 2: REQUIRED CONTENTS OF ALL BIDS

All bids submitted in response to this RFB should be organized as follows and be sent in duplicate:

1. A copy of this RFB
2. Bid Proposal Form (Pricing per the specifications)
3. Letter of Transmittal signed by an officer of the company or signed by another employee and accompanied by an affidavit of authority to bind the company.
4. Completion of all Affidavits, Forms, & Certifications included in Section 5 of this request for bid.
5. Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization.
6. Bid Guaranty Bond/Bond Check
7. Required Contractor Information/Qualifications
  - (i) Company Background
    - a. Provide a short description of your company. Include the following information:
  - (ii) Organizational Structure
  - (iii) Location of main office and any branch offices
  - (iv) Years in Business
  - (v) Number of full-time, permanent employees in each office
  - (vi) List equipment (include number of trucks, type of trucks, size etc.)

## SECTION 3: GENERAL INSTRUCTIONS TO BIDDERS

1. *Bid Submittal:*

Reply to: **Board of County Commissioners  
Clermont County  
101 E. Main Street  
Batavia, Ohio 45103**

All bids submitted for consideration by the Board of Clermont County Commissioners must comply with these instructions in order to be considered. These instructions set forth minimum requirements as to the terms and conditions of the purchase. Therefore, if any time frames, bid bond or other surety requirements set forth herein are in conflict with stated requirements in the specifications, the specification requirements shall prevail.

2. *Schedule of Activities:* Bids Due and Opened: \_\_\_\_\_, 2008 \_\_\_\_\_ local time at the Office of the Board of Clermont County Commissioners, 101 E. Main Street, Batavia, Ohio 45103-2960.
3. *Vendor Requirements:* It is required that the bidder have prior experience/expertise in the area pertaining to the bid proposal items listed in the Legal Notice.
4. *Foreign Corporations:* a "foreign corporation" means a corporation incorporated under the laws of another state. No contract shall be entered into with a foreign corporation until the Secretary of State has certified that such corporation is authorized to do business in Ohio; and until, if the bidder so awarded the contract is a person or partnership, it has filed with the Secretary of State a Power of Attorney designating the Secretary of State as its agent for the purpose of accepting service of summons in any action brought under Section 153.05 of the Ohio Revised Code or under sections 4123.01 to 4123.94, inclusive, of the Revised Code.
5. *Implied Requirements:* All products and services not specifically mentioned in the bid, but which are necessary to provide the functional capabilities described by the vendor, shall be included in the vendor's base bid.
6. *Base and/or Alternate Bids:* Bids may contain descriptions of minor options or alternates which may be available to the County. Bid "A" will contain all products and services which are specifically mentioned in the bid request and all others necessary to provide the functional capabilities described by the vendor. Bid "A" shall be the Base Bid and is required by all bidders. Bids "B", "C" and so on will present options or alternatives that the vendor has available to the County. All bids must clearly identify and detail all costs on an item-by-item basis. Those bidders providing alternate bids must clearly distinguish such items as options. The County reserves the right to award a contract which includes the base bid and/or any combination of alternate bids submitted by any vendor or a multiple of vendors.
7. *Multiple Bids:* Bidders who wish to submit multiple bids may do so. It is required that the bidder select one system as his "Base Bid (A)" and supply the complete information requested. If desired, the vendor may submit more than one base bid. Alternated bids will be indicated as alternate bids and lettered as "Bid B", Bid C", and so on.
8. *Indemnity:* Contractor hereby agrees to indemnify and hold the County harmless from any claims, demands or losses of any type or nature to any person, bidder or corporation arising in any manner from

the contractor's performance or failure to perform the work required under this contract and shall pay any judgment or liability obtained or growing out of said claims, liabilities or judgments, including reasonable attorney's fees and costs.

9. *Vendor-supplied Materials:* Any material submitted by a vendor shall become the property of the County.
10. *Rejection of Bids:* The County reserves the right to reject any and all bids, to waive any informalities in the bidding procedure, to accept any bid which it deems to be for the best interest of the County and to hold such bids for a period of sixty (60) days before taking action to award a contract.
11. *Bid Identification and Submittal:* Bids shall be clearly marked on the envelope: "**Bid – CTC: IN-VEHICLE CAMERA SYSTEM**" and include the bidders name and address. Bids must be in a sealed envelope submitted in duplicate (1 original and 1 copy). Replies must be received in the Office of the Board of County Commissioners no later than \_\_\_\_\_ local time on \_\_\_\_\_, **2008**. Late Bids will not be considered. Bidders will not be permitted to alter their bids after bid closing. Should the bidder wish to mail in the bid, they should send them to the County at the address indicated in the legal notice and must be received by the County prior to the above date and time.
12. *Bid Opening:* Bid opening will occur at \_\_\_\_\_ local time on Thursday, \_\_\_\_\_, **2008**, at the Office of the Board of Clermont County Commissioners, 101 E. Main Street, Batavia, Ohio 45103-2960.
13. *Bid Bond:* Bids must be accompanied by a certified check, cashier's check or money order drawn on a solvent bank or savings and loan association in the amount of five (5%) percent of the bid, paid to the order of the Clermont County Treasurer, or a Bid Bond surety of five (5%) percent of the amount of bid pursuant to the provisions of Section 307.88 of the Ohio Revised Code. **Facsimile and electronic copies of the bid bond and Power of Attorney of the Surety will be deemed non-responsive.**

The Bid Bond must be signed by an Authorized Agent of an acceptable Surety Bonding Company and by the Bidder. The Bid Bond must be countersigned by a Resident Agent (State of Ohio) of the Bonding Company as required by Section 5729.09 of the Ohio Revised Code. (Affix Corporate Seals to all copies). The name and address of both the Surety and Surety's Agent must appear on Bid Bond.

Bid Bonds must be supported by:

- (1) Power of Attorney of the Agent, State of Ohio.
- (2) Certificate showing the legal right of the company to do business in the State of Ohio.

Bids may be rejected if all required papers are not returned with the bid.

The bid bond shall be returned:

- (a) If said bid shall be rejected.
- (b) If said bid shall be accepted and the principal shall execute and deliver the contract properly completed in accordance with said bid; **and upon delivery of equipment.**

14. *Bid Duration:* All prices quoted by the bidder in their bid must remain unchanged for a period of sixty

(60) days after the date of bid opening.

15. *Bid Suitability:* When analyzing the bids submitted, when applicable, superior design, technology, workmanship, materials, size of component parts, operating cost, warranty, service facility etc. will be considered in addition to price. It is Clermont County's intent to accept the bid for which a thorough analysis of the bids submitted, proves to be the most suitable for the intended use.
16. *Discounts:* Bidders may offer cash discounts for prompt payment of invoices, but their discounts will not be used in determining the final net prices bid. The County will endeavor to take advantage of such discounts if offered.
17. *Prices:* Unit price governs the award unless otherwise specified in the Request for Bid. When the award is based upon total prices, unit prices must be entered and extended by multiplying the unit price by the quantity, and totaled on all items. The Clermont Transportation Connection may elect to extend or may correct the extension in order to arrive at a correct extended figure.
18. *Cost Liability:* The County assumes no responsibility, and no liability, for costs incurred by the prospective bidders for the purposes of preparing and submitting bids.
19. *Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization:* All bidders shall execute the form developed by the Ohio Department of Public Safety, Division of Homeland Security, in accordance with Section 2909.33 of the Ohio Revised Code and submit the completed form with their bid package in duplicate (one original and one copy with the copy stamped “copy”).
20. *Delivery:* Every effort shall be made by the Bidder awarded the contract to deliver items by or before the time designated in the contract. Any delinquency in such delivery without satisfactory written explanation directed to the Clermont County Commissioners may result in cancellation of the contract and substitution of other goods. The defaulting bidder shall be liable for any increased cost or expenses incurred as a result of such default.
21. *Performance:* The Board of County Commissioners reserves the right to require faithful performance of all things to be done under the contract and may require, as a condition of entering a purchase contract, lease, or lease with option to purchase, the bond provided for by Section 153.57 of the Revised Code, with good and sufficient surety in an amount not to exceed the amount of the bid.
22. *Materials:* Unless otherwise specified, all material shall be new and of the best grade in its particular line; all articles shall be complete and in first class condition; all articles shall include all applicable manufacturer's warranties. Such warranty shall be reflected in the bid documents. All work shall be done in the best and most skilled manner, exactly as specified or detailed, and shall be subject to the approval of Clermont County officials. When required in the specifications, bidders shall make available for inspection, a sample or similar model of the bid items prior to the award of the bid.
23. *Subcontracting:* It is to be understood that no part of this bid shall be assigned, transferred, conveyed, sublet, or otherwise disposed of, without the expressed written approval of the Board of County Commissioners.
24. *Recommendations:* Reference to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the County. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in

the specifications or description unless a departure or substitution is clearly noted and described in the bid proposal.

25. *Type of Contract:* Bidders should be aware that the contract is to be of a fixed cost nature. Cost plus/percentage of cost contracts will not be acceptable.
26. *Exemption:* Clermont County is exempt from payment of Federal Excise Tax, Transportation Tax and Ohio State Tax. Prices shall not include these taxes.
27. *Receipt and Opening of Bids:* Any bid may be withdrawn prior to the scheduled time and date for the bid opening.
28. *Obligations of Bidder:* At the time of opening of bids, it shall be presumed that each bidder has reviewed the specifications to clear up any questions. The failure of any bidder to examine any bid requirement shall in no way relieve the bidder of any obligation or condition of these contract documents.
29. *Bidder Qualifications:* The County reserves the right to conduct any investigations that it deems necessary to establish the responsibility, qualifications and financial ability of the bidders, proposed subcontractors and other persons and organizations to do the work in accordance with the Contract documents to the County's satisfaction within the prescribed item limits. The bidder shall furnish the County any and all such information, documents and data for this purpose that the County may request. The County also reserves the right to reject any bid should the information submitted by or the investigation of such bidder fails to satisfy the County that such bidder is sufficiently qualified to carry out any and all obligations of the contract.
30. *Statements of Conditionality:* Bids which contain statements of conditionality will not be accepted.
31. Each bid shall include a letter of transmittal which bears the signature of the President, Vice-President, or any other Officer or Official as long as accompanied by affidavit of authority to bind the vendor.

All bidders are required to submit the following affidavits with their bid proposal:

- a. Non-Collusion Affidavit
- b. Affidavit Affirming Compliance with 5719.042 and 9.24 ORC.
- c. Affidavit Affirming Compliance with 3517.13 ORC.
- d. Ohio Terrorism Certificate

These affidavits and specifications heretofore referenced shall be incorporated into and become a part of the Contract document.

Each bidder shall complete and submit the Required Contractor Information as specified in Article 5 of this bid packet.

32. All materials and exhibits submitted in the bid response shall become the property of Clermont County and will not be returned to the bidder. All bids received constitute public information as a matter of statutory law and will be made available for public inspection and copying upon request by members of the public pursuant to the requirements of Section 149.43 of the Ohio Revised Code. Any portion of the bid that the bidder requires to be treated as confidential in nature must be marked to that effect and, provided that the information falls within an appropriate exemption enumerated under Section 149.43 of the Ohio Revised Code, that portion will not be considered public record. A blanket indication of confidentiality or privilege will not be accepted and unless specific materials that fall within the

appropriate statutory exemption are identified, the entire bid response will be treated as a public record.

## SECTION 4: SOLICITATION PROVISIONS/REQUIRED CONTRACT CLAUSES

### 1.0 Contract Subject to Federal Financial Assistance/Application of Provisions and Clauses

Operation of the Clermont Transportation Connection is funded in part by grants from the Federal Transit Administration (FTA) of the United States Department of Transportation. The award of any contract is subject to the requirements of financial assistance contracts between the Clermont Transportation Connection (hereinafter referred to as CTC) and the U.S. Department of Transportation requiring compliance with purchasing procedures and standards as set forth in various federal statutes and regulations including OMB Circular A-102, 49 CFR Part 18, and FTA Circular 4220.1E. The Contractor is required to comply with all terms and conditions prescribed for third-party contracts by the U.S. Department of Transportation, Federal Transit Administration (FTA).

The following solicitation provisions and required contract clauses, except those identified below as not applicable to this solicitation and any resulting contract, will be incorporated by reference in any contract resulting from this Solicitation issued by CTC. These solicitation provisions and required contract clauses are in addition to other General Specifications, Special and Technical Specifications, Bidding or Proposal Procedures, and Bid or Proposal Forms set forth in other sections of this Solicitation which may also be incorporated by reference in any resulting contract. Some provisions and clauses require the bidder/proposer to execute and submit certain required certifications with the bid or proposal, which are included herein. Failure to execute and submit required certifications with the bid or proposal documents may render a bid or proposal non-responsive.

#### 1.1 Non-Collusion; Affidavits

The bidder guarantees that the bid submitted is not a product of collusion with any other bidder and that it has not been communicated by the bidder to anyone not an employee or agent or surety of the bidder. Bidders are required to furnish a Federal Non-collusion Affidavit. Failure to submit the signed affidavit at the time of bid opening shall be grounds for disqualification of the bidder's bid.

#### 1.2 Ineligible Bidders; Certification

The bidder certifies that it is not included in the U.S. Comptroller General's List of Ineligible Contractors Debarred for Violations of Labor Standards Provisions. Bidders are required to furnish a signed Ineligible Contractors Certificate. Failure to submit the certificate at the time of bid opening shall be grounds for the disqualification of the bidder's bid.

**The following provision is applicable to any contract or subcontract in excess of \$100,000:**

#### 1.3 Certification Regarding Debarment, Suspension, and Other Responsibility Matters Lower Tier Covered Transactions. (Third Party Contracts Over \$100,000)

##### Instructions for Certification

- (a) By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
- (b) 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, CTC may pursue available remedies, including suspension and/or debarment.

- (c) The prospective lower tier participant shall provide immediate written notice to CTC 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.
- (d) 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]. You may contact CTC for assistance in obtaining a copy of those regulations.
- (e) 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 CTC.
- (f) 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 transactions.
- (g) 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.
- (h) 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.
- (i) 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, CTC may pursue available remedies including suspension and/or debarment.
- (j) The certification language is as follows:

**“Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction**

The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed

for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.”

**The following provision is applicable to any contract or subcontract in excess of \$100,000:**

1.4 Lobbying

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying," included herein as. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to CTC.

1.5 Interest of Members of, or Delegates to, Congress

No member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising there from (41 U.S.C. 22).

1.6 Prohibited Interest

No member, officer, or employee of CTC or local public official during his tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

1.7 Covenant Against Gratuities

The Contractor shall not offer or provide gifts, favors, entertainment or any other gratuities of monetary value to any official, employee, or agent of CTC during the period of this contract or for a period of one year thereafter.

1.8 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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) 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.

#### 1.9 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 Agreement (Form FTA MA (2) dated October, 1995) 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.

### **EEO, CIVIL RIGHTS, DISADVANTAGED BUSINESS ENTERPRISE**

#### 1.10 Title VI, Civil Rights Act of 1964, Compliance

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- (a) Compliance with Regulations: The Contractor shall comply with the regulations relative to non-discrimination in federal programs of the Department of Transportation (hereinafter referred to as "Regulations"), which are incorporated by reference and made a part of this contract.
- (b) 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.
- (c) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance

Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

1. 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.

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

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

#### 1.11 Disadvantaged Business Enterprise, 49 CFR Part 23

The Federal Fiscal Year goal has been set by the CTC in an attempt to match projected procurements with available qualified disadvantaged businesses. The CTC's goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by CTC as set forth by the Department of Transportation Regulations 49 C.F.R. Part 23, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal.

If a specific DBE goal is assigned to this contract, it will be clearly stated in the Special Specifications, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, CTC may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

(a) Policy - It is the policy of the Department of Transportation and CTC that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part

with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, apply to this Contract.

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

It is further the policy of CTC to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of CTC's procurement activities is encouraged.

- (b) DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.
- (c) Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, CTC may declare the contractor noncompliant and in breach of contract.
- (d) The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with CTC's DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of CTC and will be submitted to CTC upon request.
- (e) CTC will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation.

The assistance may include the following upon request:

- \* Identification of qualified DBE
- \* Available listing of Minority Assistance Agencies
- \* Holding bid conferences to emphasize requirements

DBE Program Definitions, as used in the contract:

- (a) Disadvantaged business "means a small business concern":
  - i. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
  - ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

or

- iii. Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and
  - iv. Whose management and daily business operations are controlled by one or more women individuals who own it.
- (b) "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B - (Section 106(c)) Determinations of Business Size.
- (c) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.
- i. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
  - ii. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
  - iii. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
  - iv. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;
  - v. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh.

#### 1.12 Access Requirements for Individuals with Disabilities

The CTC agrees to comply with the requirements of 49 U.S.C. § 5301(d) which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. CTC also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto. In addition, CTC agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (10) Any implementing requirements FTA may issue.

### **LABOR PROVISIONS**

- 1.13 Contract Work Hours and Safety Standards Act (NOT APPLICABLE)
- 1.14 Davis-Bacon Act (29CFR Section 5.5) (NOT APPLICABLE)

### **ENVIRONMENTAL, RESOURCE, ENERGY PROTECTION, CONSERVATION, AND SAFETY REQUIREMENTS**

- 1.15 Energy Conservation

The contractor agrees to comply with 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.

**The following clause applies to any contract or subcontract in excess of \$100,000:**

- 1.16 Clean Air

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**The following clause applies to any contract or subcontract in excess of \$100,000:**

- 1.17 Clean Water

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

1.18 Air Pollution, 40 CFR Parts 84, 85, 86, and 600, Vehicle Purchases

In submitting its bid and executing a contract, Contractor assures that facilities or equipment (including motor vehicles) furnished, constructed or improved under the contract are or will be designed and equipped to limit air pollution as provided in accordance with EPA regulations as contained in 40 CFR Parts 84, 85, and 86 (Control of Air Pollution from Motor Vehicles and Engines) and 40 CFR Part 600 (Fuel Economy of Motor Vehicles) and all other applicable standards. For vehicle purchases the successful bidder may be required to submit Certification to CTC that the governing air pollution criteria has been met. This evidence and certification will be retained by CTC.

1.19 Federal Motor Vehicle Safety Standards (FMVSS), 49 CFR Part 500, Vehicle Purchases

Contractor (whether manufacturer or dealer) certifies that the vehicles to be supplied under the contract shall conform to all applicable Federal Motor Vehicle Safety Standards of the U.S. Department of Transportation, National Highway Traffic Safety Administration, and are certified by installation of the required certification plate.

1.20 New Bus Testing, 49 CFR Part 655, Bus Purchases

Contractor will comply with the regulations pertinent to New Vehicle Testing Requirements (49 CFR 655). New models and modified vehicles (as defined by the regulations) shall be certified to have been tested in accordance with the applicable regulations. If the vehicle is a model, which is not required to be tested, the contractor shall so certify. Bidders not certifying compliance with this requirement may be considered non-responsive. Bidders will be required to submit test results as a part of their bid package, if available at the time bid documents are submitted. Final test results shall be required prior to award of a contract.

1.21 Recycled Products

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

1.22 Seismic Safety Requirements (NOT APPLICABLE)

**OTHER STATUTORY REQUIREMENTS**

1.23 Access to Records and Reports

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to

provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

#### 1.24 Buy America Provision:

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in

the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to CTC the appropriate Buy America certification (Buses, Rolling Stock or Related Equipment) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

1.25 Cargo Preference: Use of United States Flag Vessels, 46 CFR, Part 381

The contractor agrees:

a. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to CTC (through the contractor in the case of a subcontractor's bill-of-lading.)

c. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

1.26 "Fly America" Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

1.27 Patent Rights (NOT APPLICABLE)

1.28 Rights in Data and Copyrights (NOT APPLICABLE)

## 1.29 Privacy (NOT APPLCABLE)

### 1.29.A **PROTEST PROCEDURES**

#### Protest Procedures

General - Protests may be made by prospective bidders or proposers whose direct economic interest would be affected by award of a contract or by failure to award a contract. CTC will consider all protests requested in a timely manner regarding the award of a contract, whether submitted before or after an award. All protests are to be submitted in writing to: Clermont Transportation Connection, 4003 Filager Rd., Batavia, Ohio, 45103. Protest submissions should be concise, logically arranged, and clearly state the grounds for protest. A protest must include at least the following information:

- (a) name, address, and telephone number of protestor,
- (b) identification of contract solicitation number,
- (c) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and
- (d) a statement as to what relief is requested.

Protests must be submitted to CTC in accordance with these procedures and time requirements, must be complete and contain all issues that the protestor believes relevant.

In the procedures outlined below, the Director is considered to be the Contracting Officer.

2. Protests Before Bid Opening - Bid protests alleging restrictive specifications or improprieties which are apparent prior to bid opening or receipt of proposals must be submitted in writing to the Contracting Officer at the address above and must be received at least seven (7) days prior to bid opening or closing date for receipt of bids or proposals. If the written protest is not received by the time specified, bids or proposals may be received and award made in the normal manner unless the Contracting Officer determines that remedial action is required. Oral protests not followed up by a written protest will be disregarded. The Contracting Officer may request additional information from the appealing party and information or response from other bidders, which shall be submitted to the Contracting Officer not less than ten (10) days after the date of CTC's request. So far as practicable, appeals will be decided based on the written appeal, information and written response submitted by the appealing party and other bidders. In failure of any party to timely respond to a request for information, it may be deemed by CTC that such party does not desire to participate in the proceeding, does not contest the matter, or does not desire to submit a response, and in such a case, the protest will proceed and will not be delayed due to the lack of a response. Upon receipt and review of written submissions and any independent evaluation deemed appropriate by CTC, the Contracting Officer shall either (a) render a decision, or (b) at the sole election of the Contracting Officer, conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions and facts, documents, justification, and technical

information in support thereof. Parties may, but are not required to, be represented by counsel at the informal hearing, which will not be subject to formal rules of evidence or procedures. Following the informal hearing, if one is held, the Contracting Officer will render a decision, which shall be final, and notify all interested parties thereof in writing but no later than ten (10) days from the date of informal hearing.

3. Protests After Bid Opening/Prior to Award - Bid protests against the making of an award by the CTC must be submitted in writing to the Contracting Officer and received within seven (7) days of the award by the CTC. Notice of the protest and the basis therefore will be given to all bidders or proposers. In addition, when a protest against the making of an award by the CTC is received and it is determined to withhold the award pending disposition of the protest, the bidders or proposers whose bids or proposals might become eligible for award shall be requested, before expiration of the time for acceptance, to extend or to withdraw the bid. Where a written protest against the making of an award is received in the time period specified, award will not be made prior to seven (7) days after resolution of the protest unless CTC determines that:
  - (a) the items to be purchased are urgently required
  - (b) delivery or performance will be unduly delayed by failure to make award promptly, or
  - (c) failure to make award will otherwise cause undue harm to CTC or the federal government.
  
4. Protests After Award - In instances where the award has been made, the Contractor shall be furnished with the notice of protest and the basis therefore. If the contractor has not executed the contract as of the date the protest is received by CTC, the execution of the contract will not be made prior to seven (7) days after resolution of the protest unless CTC determines that:
  - (a) the items to be purchased are urgently required
  - (b) delivery or performance will be unduly delayed by failure to make award promptly, or
  - (c) failure to make award will otherwise cause undue harm to CTC or the federal government.
  
5. Protests to Federal Transit Administration (FTA) - Under certain limited circumstances, an interested party may protest to the FTA the award of a contract pursuant to an FTA grant. FTA's review of any such protest will be limited to:
  - (a) alleged failure by CTC to have written protest procedures or alleged failure to follow such procedures, or
  - (b) alleged violations of specific federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that federal regulation.

Protestors shall file a protest with FTA not later than five (5) working days after a final decision of CTC's Contracting Officer is rendered under the CTC protest procedure. In instances where the protestor alleges that CTC failed to make a final determination on the protest, the protestor shall file a complaint with FTA no later than five (5) federal working days after the protestor knew or should have known of CTC's failure to render a final determination in the protest.

6. Submission of Protest to FTA - Protests submitted to FTA should be submitted to the FTA Region 5 Office in Chicago, Illinois with a concurrent copy to CTC. The protest filed with FTA shall:
  - (a) include the name and address of the protestor
  - (b) identify the CTC project number and the number of the contract solicitation
  - (c) contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow CTC's protest procedures, or the alleged failure to have procedures, and be fully supported to the extent possible
  - (d) include a copy of the local protest filed with CTC and a copy of the CTC decision, if any.

#### 1.30 Notice of 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 Agreement (Form FTA MA (2) dated October, 1995) 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.

#### 1.31 Compliance with Laws/Permits and Licenses

Contractor will give all notices and comply with all federal, State, County, and local laws, ordinances, rules, regulations, standards, and order of any public authority bearing on the performance of the contract, or concerning the production of goods there under, including, but not limited to, the laws referred to in these provisions of the contract and the other contract documents. If the contract documents are at variance therewith in any respect, any necessary changes shall be adjusted by appropriate modification. Omission of any applicable laws, ordinances, rules, regulations, standards, or orders by CTC in the contract documents shall be construed as an oversight and shall not relieve the Contractor from his obligations to meet such fully and completely. Upon request, the Contractor shall furnish to CTC certificates of compliance with all such laws, orders and regulations. The Contractor shall be responsible for obtaining all necessary permits and licenses required for performance under the contract.

Applicable provisions of all federal, State, County, and local laws, and of all ordinances, rules, and regulations shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and CTC by and through its officers, employees, and authorized representatives, or

any other persons, natural and otherwise, and lack of knowledge by any Contractor shall not constitute a cognizable defense against the legal effect thereof.

#### 1.32 Records Retention/Audit and Inspection of Records

- (a) The Contractor shall permit the authorized representatives of CTC, 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 its performance under the contract until the expiration of three years after final payment under this contract.
- (b) The Contractor further agrees to include in all subcontracts hereunder a provision to the effect that the subcontractor agrees that CTC, the U.S. Department of Transportation and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any books, documents, papers, and records of the subcontractor directly pertinent to this contract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- (c) The periods of access and examination described above, for records which relate to (1) appeals under the dispute clause of this contract, (2) litigation or the settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract to which an exception has been taken by the U.S. Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

#### 1.33 Contract Changes

Any proposed change in this contract shall be submitted to CTC for its prior approval and CTC will make changes only by written contract modification.

CTC may, at any time, by a written order, and without notice to sureties, make changes, within the general scope of this contract, in any one or more of the following: (1) drawings, designs or specifications; (2) method of shipment or packing; and (3) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for the performance of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified accordingly. Any claim for adjustment under this clause shall be asserted within 30 days from the date of receipt by the Contractor of the notification of change: Provided, however, that CTC, if it decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact; however, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

#### 1.34 No Government Obligation to Third Parties

The Purchaser 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 the Purchaser, 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.

#### 1.35 Incorporation Of Federal Transit Administration (FTA) Terms

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

## **SECTION 5: REQUIRED AFFIDAVITS, FORMS, & CERTIFICATIONS**

Required Form i.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. They are \_\_\_\_\_ of \_\_\_\_\_  
(Owner, partner, officer, representative or agent)  
the Bidder that has submitted the attached Bid:
2. They are fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid:
3. Such Bid is genuine and is not a collusive or sham Bid:
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder or to fix any overhead, profit or cost element of the Bid price or Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of County Commissioners of Clermont County or any person interested in the proposed Contract: and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this Affidavit.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
My Commission expires

Required Form ii.

**INELIGIBLE CONTRACTORS CERTIFICATE**

"The \_\_\_\_\_ (name of the third party contractor) hereby certifies that it IS / IS NOT (circle one) included on the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations for Various Public Contracts Incorporating Labor Standard Provisions.

COMPANY NAME: \_\_\_\_\_

AUTHORIZED OFFICIAL: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Required Form iii.

CERTIFICATION REGARDING LOBBYING PURSUANT TO 49 CFR PART 20

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(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 an 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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

(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 was 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

Required Form iv.

AFFIDAVIT IN COMPLIANCE WITH SECTIONS 9.24 AND 5719.042 OF THE OHIO REVISED CODE

STATE OF OHIO

COUNTY OF \_\_\_\_\_ SS:

Personally appeared before me the undersigned, a bidder in a competitive bidding for

\_\_\_\_\_  
(Name of firm)

for a \_\_\_\_\_ contract let by the County of Clermont who being duly cautioned  
(Type of Product or Service)

and sworn makes the following statement with respect to the personal property taxes on the

general tax list of personal property of Clermont County, Ohio:

1. That the undersigned at the time of making this bid on the aforementioned contract was not charged with any delinquent personal property taxes on the general tax list of personal property of Clermont County.
2. That this statement is made in compliance with Section 5719.042 to be incorporated into the contract between the parties as provided in that Section of the Ohio Revised Code.
3. That pursuant to Section 9.24 of the Ohio Revised Code, if the project for which this bid is submitted has been identified as being funded in whole or in part with funds from the State of Ohio, the affiant further certifies that the bidder, if an individual, or if a corporation, any principal owning more than 10% equitable interest in the corporation, does not have a finding for recovery issued by the Auditor of State which remains unresolved as defined in Section 9.24 ORC.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
My Commission expires



3. That this representation is made to induce the County to enter into a contractual relationship with the Contractor, and with the knowledge that County officials will rely on the authenticity of statements made herein in awarding and administering such contracts.

Signature \_\_\_\_\_

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

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

My Commission Expires: \_\_\_\_\_

Required Form vi.

**BUY AMERICA CERTIFICATION  
CERTIFICATION FOR PROCUREMENT OF BUSES, ROLLING STOCK OR ASSOCIATED EQUIPMENT**

**Certification Requirement for Procurement of Buses, Rolling Stock and Associated Equipment.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(2C)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(2C) and the applicable regulations in 49 CFR Part 661.

Date \_\_\_\_\_

Signature \_\_\_\_\_

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

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

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2C)*

**“OR”**

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2C), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

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

Required Form vii.

Ohio Department of Public Safety  
Division of Homeland Security  
<http://www.homelandsecurity.ohio.gov>

**GOVERNMENT BUSINESS AND FUNDING CONTRACTS**

In accordance with section 2909.33 of the Ohio Revised Code

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

HLS 0038 2/06

GOVERNMENT BUSINESS AND FUNDING CONTRACTS – CONTINUED

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State
--------------------------------------------------------------------------------------------------------------------

Terrorist Exclusion List?

Yes  No

4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?

Yes  No

5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?

Yes  No

6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?

Yes  No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

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

X \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Required Form viii.

**BID GUARANTY BOND  
FOR COUNTY PURCHASES CLERMONT COUNTY, OHIO**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

\_\_\_\_\_ as Principal, and

\_\_\_\_\_, a corporation under the laws of the State of

\_\_\_\_\_, having its principal place of business in the \_\_\_\_\_ of

\_\_\_\_\_, \_\_\_\_\_, as Surety, are held and firmly

bound unto the Board of County Commissioners, Clermont County, Ohio hereinafter called the Obligee, in the

penal sum of \_\_\_\_\_ DOLLARS, (not to exceed five percent (5%) of the

**TOTAL** (all units), bid amount) lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

WHEREAS, the said Principal is herewith submitting its bid proposal for: \_\_\_\_\_

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the contract upon said proposal and shall within the required number of days after the notice of such award enter into a contract in accordance with Principal's bid, then this obligation shall be null and void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee may legally contract with another party to perform the said work if the later amount be in excess of the former or, if a contract is not entered into with another bidder and the project is resubmitted for bidding then the Principal and Surety will be liable for the costs in connection with the resubmission of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less; but in no event shall the Surety's liability exceed the penal sum hereof.

IN WITNESS WHEREOF, this instrument is executed the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

ATTEST:

PRINCIPAL:

\_\_\_\_\_  
(Principal) Secretary  
(SEAL)

\_\_\_\_\_

By: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

ATTEST:

SURETY:

\_\_\_\_\_  
(Surety) Secretary  
(SEAL)

\_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact

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

Address: \_\_\_\_\_

\_\_\_\_\_

SURETY AGENT:

Agency Name \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

## SECTION 6: TECHNICAL SPECIFICATIONS

### In-Vehicle Camera System

#### 1. General Requirements

- 1.1 Bidder shall certify compliance with Buy America regulations. Successful bidder must provide a list of vehicle components and sub-components with manufacturer and place of manufacture and cost or percentage of total vehicle cost for each component or sub-component. It is sufficient to list US made components or sub-components, the cost of which totals more than 60% of the total vehicle cost as required by Buy America regulations, rather than all vehicle components and sub-components.
- 1.2 Contract is up to three (3) years. CTC requests firm fixed prices for twenty five (25) In-Vehicle Camera Systems as specified herein in Year 1 of the contract (CY2008, ending December 31, 2008), with options to purchase up to twenty (20) additional In-Vehicle Camera Systems in each of two option years, CY2009 (beginning January 1, 2009 and ending December 31, 2009) and CY2010 (beginning January 1, 2010 and ending December, 2010). Prices from base year shall be listed on the price proposal form.
- 1.3 The Contractor shall comply with all applicable Federal, State and Local regulations. In the event of any conflict between the requirements of this specification and any applicable legal requirement, then the legal requirement shall prevail.
- 1.4 Note: Whenever a specific trade or product name is used within this specification, the following statement applies: "...or approved equal with essentially comparable standards of quality, design and performance." **All requests for approved equals must be approved by CTC prior to the bid opening. All requests for approved equals must be supported with detailed technical information.**
- 1.5 Contractor shall submit signed copies of all required Certificates and Assurances.
- 1.6 In this proposal a single In-Vehicle Camera System shall include the following
  - 1.6.1 One (1) Digital Video Recorder
  - 1.6.2 One (1) Hard Disk Drive
  - 1.6.3 Two (2) In-Vehicle Cameras for each small bus (see diagram A)
    - 1.6.3.1 CTC operates 20 "small buses"
  - 1.6.4 Three (3) In-Vehicle Cameras for each large bus (see diagram B)
    - 1.6.4.1 CTC operates 5 "large buses"
  - 1.6.5 All cabling/wiring that is required for connection of two (2) to three (3) cameras (depending on bus size) to the DVR and all cabling/wiring which is required to connect the DVR to the vehicle
  - 1.6.6 All mounting hardware or brackets required to secure the DVR and cameras to the vehicles

#### 2 Digital Video Recorder (DVR)

- 2.1 The system shall include a 4-channel mobile/transit rated digital video recorder that can be configured as a 1 - 4 camera system.
  - 2.1.1 Location of cameras is illustrated in diagram A
- 2.2 The digital video recorder (DVR) and outer housing shall be manufactured entirely of new materials by an ISO 90001:2000 registered company.
- 2.3 The DVR shall operate from a direct 12volt DC power source. This source can fluctuate from 10volts to 18volts without effecting record status.
- 2.4 The DVR shall have low voltage cut-off with automatic restart.
- 2.5 The DVR shall be self regulating and internally protected from power surges, spikes and reverse polarity.
- 2.6 The DVR shall be constructed with a rugged outer housing using 16g. metal or better that protects against shock, moisture and dust. The outer housing dimensions shall not exceed 6" x 11.25" x 15.50" (H x W x D) and weigh no more than 25 lbs. The outer housing will be equipped with a piano door hinge and security lock to prevent unauthorized access to DVR.
- 2.7 The DVR shall begin recording at the start of the "engine run" switch of the vehicle or be programmable to begin recording at a specified time prior to "engine run" switch being activated. The DVR can remain functional up to 99 minutes after the ignition has been turned off, **and shall record continuously without operator assistance.**
- 2.8 The DVR shall be capable of a display resolution of 720 x 486.
- 2.9 The DVR shall have 8 user configurable video compression levels.
- 2.10 The DVR shall record a minimum of 80 hours and up to a maximum of 6000 hours. It will record over the oldest information, first in first out. (FIFO)
- 2.11 The DVR shall be able to easily "tag/mark" and save events on the hard drive with an included panic/event button
- 2.12 The DVR shall have a selectable idle frame rate with selectable event-triggered burst recording speeds up 30/fps.
- 2.13 The DVR shall be able to retrieve video by alarm, calendar based date, time and camera search functions.
- 2.14 The DVR shall be able to play back and record simultaneously.
- 2.15 The DVR shall have on on-board, real time clock that operates independently of the main power supply. It shall automatically adjust for day light savings time and be re-programmable should daylight savings time change. If this function must be completed by the manufacture it shall be done **FREE OF CHARGE**
- 2.16 The DVR shall have a "hard memory" to maintain programmed settings for up to ten years.

- 2.17 The DVR shall be capable of imprinting on video, date, time, bus/route ID, speed, door open and break/stop functions plus 2 auxiliary inputs. Total record hours, voltage, temperature extremes and other diagnostic information will be logged into hard memory. GPS data that is imbedded on the video with optional module is location, direction, time and speed.
- 2.18 The DVR shall have the capability to be connected directly to a Local Area Network (LAN)
- 2.19 The DVR shall have a 3-axis inertia sensor (accelerometer) for overlay or trigger of video-matched motion events for accident reconstruction or driver evaluation.
- 2.20 The DVR shall employ a “heater” strip to keep the hard drive @ 40 degrees F. **The DVR shall be capable of operating from -40’ – +65’ C.**
- 2.21 The DVR shall be capable of withstanding shock of 900g’s resting or 225g’s active.
- 2.22 The DVR shall be capable of recording input from 1 – 4 cameras simultaneously and “switching” to a fifth and sixth.
- 2.23 The DVR shall be capable of accepting 4 independent channels of audio and playing back any audio channel independently.
- 2.24 The DVR shall be equipped with video loss detection.
- 2.25 The DVR shall be capable of MPEG 4 video compression
- 2.26 The DVR shall have two (2) 2.0 USB Ports, one (1) 10/100base-T Ethernet Port, two (2) analog Audio/Video (RCA) outputs, eight (8) vehicle sensor Inputs, one (1) GPS Input and one (1) Accelerometer Input.

### **3 Cameras**

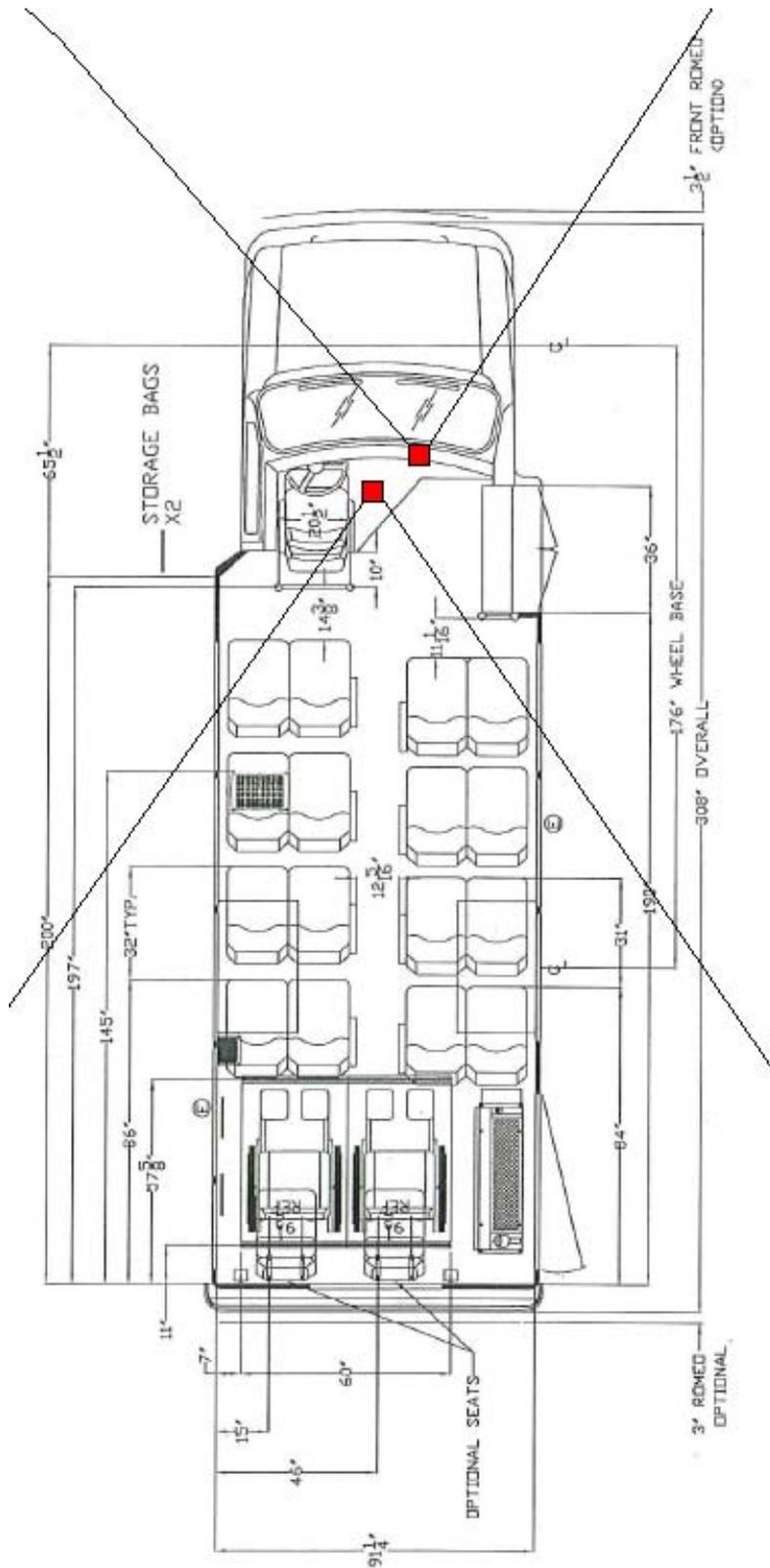
- 3.1 Each camera shall have a high sensitivity audio microphone.
- 3.2 The camera shall input to the DVR an image that is clear and stable, free from vibration. Image must be able to be used to positively identify a passenger riding in a vehicle.
- 3.3 Each camera shall be day/night compatible so that images may be captured in low light conditions.
- 3.4 Each camera shall be “smooth surface” so that the camera cannot be adjusted easily.
- 3.5 Each camera shall have 720x486 resolution minimum.
- 3.6 Each camera shall record in full color.
- 3.7 The cameras that are aimed out the front windshield shall have an 8mm lens (Refer to diagrams A&B)
- 3.8 The cameras aimed at the passenger seating area shall have a 4mm lens (Refer to diagrams A&B)

- 3.9 All required cabling and wiring shall be included and shall be a minimum of thirty (30) feet in length.
- 3.10 Two (2) small (approximately 7") color monitors shall be provided to aim & adjust the cameras after they have been installed in the vehicles.

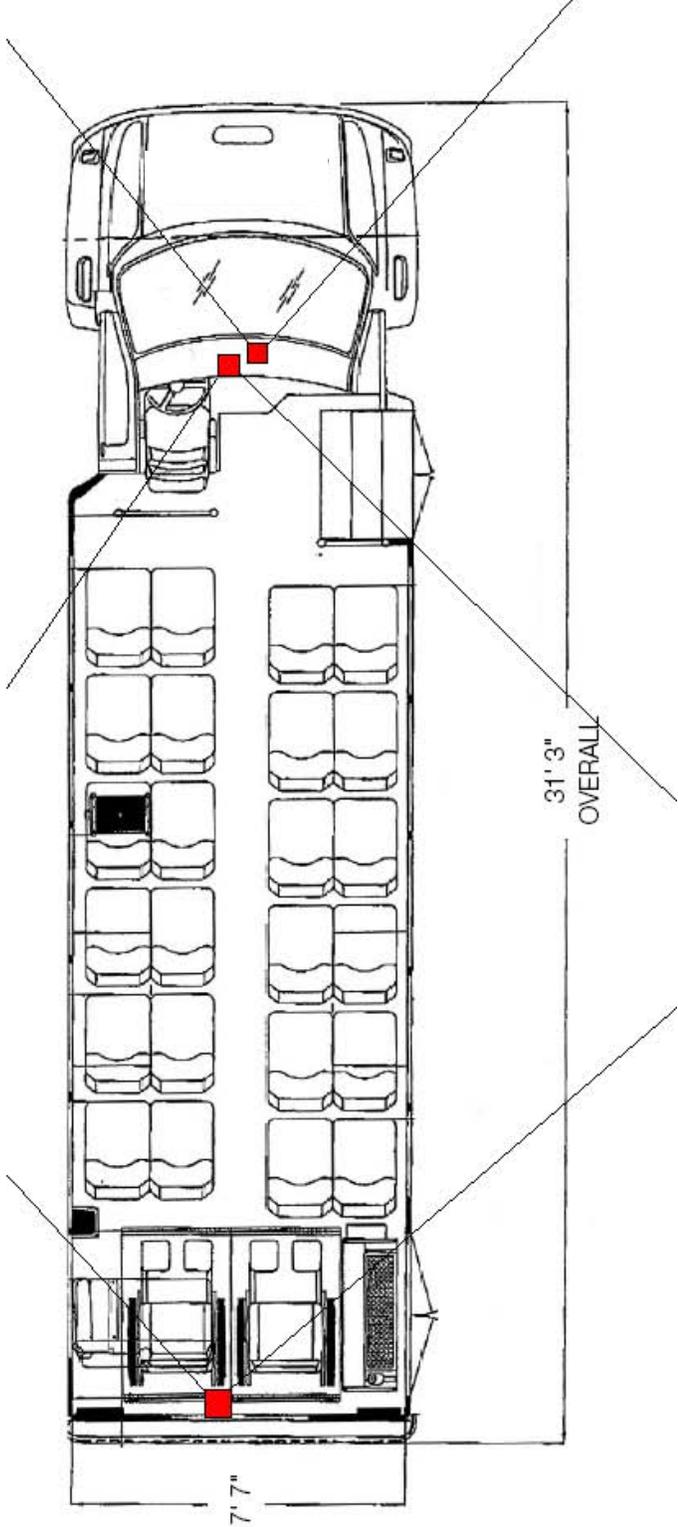
#### **4 Hard Drives**

- 4.1 Each DVR shall have 160 gig "hot swappable" 2.5" hard disk drive caddy with USB port. The number of hard drives provided shall be equal to the number of DVR's provided.
- 4.2 The required "hot-swappable" hard drive caddy shall have a 2.0 USB port that directly connects to a PC or laptop for easy downloads and archiving.
- 4.3 No docking/review station shall be required to view the recorded images.
- 4.4 The manufacturer shall provide five (5) additional hard drives to be used as spares

**Diagram A**  
 Camera Placement & Field of View (Small Bus)



**Diagram B**  
Camera Placement & Field of View (Large Bus)



## AMENDMENT PAGE

The undersigned acknowledges receipt of the following amendments to the Documents.

(Give Number and date of each):

Amendment No. \_\_\_\_\_ Dated \_\_\_\_\_

Failure to acknowledge receipt of all amendments may cause the bid to be considered non-responsive to the Invitation, which will require rejection of bid.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



**SECTION 7: SAMPLE CONTRACT**

**CLERMONT TRANSPORTATION CONNECTION  
CLERMONT COUNTY, OHIO  
SAMPLE CONTRACT FOR IN-VEHICLE CAMERA SYSTEMS**

**THIS AGREEMENT**, is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between Clermont County, Ohio acting through its Board of County Commissioners, hereinafter called "County" and \_\_\_\_\_, whose business address is \_\_\_\_\_ hereinafter called "Contractor."

WHEREAS, the County desires to purchase IN-VEHICLE CAMERA SYSTEMS for the Clermont Transportation Connection and has pursuant to the Ohio Revised Code, submitted the specifications therefore for public bid and has received bids and previously determined that the bid response of the Contractor is the lowest and best bid; and

WHEREAS, the Contractor is a company recognized and experienced in providing items described in the specifications;

NOW THEREFORE, in consideration of the payments to be made by the County to the Contractor and of the mutual covenants and promises contained herein, the parties hereby agree as follows:

1. Contractor shall provide IN-VEHICLE CAMERA SYSTEMS for the Clermont Transportation Connection at the price stated in their bid dated \_\_\_\_\_ attached hereto and incorporated herein by reference.
2. Contractor shall comply with all the terms and conditions of the specifications and other contract documents which are likewise incorporated herein as if same were fully rewritten.
3. Contractor warrants that the equipment, as delivered, will function in accordance with the specifications.
4. The Contractor agrees to deliver the IN-VEHICLE CAMERA SYSTEMS within one hundred twenty (120) days from date of bid award and for future orders within 120 days from the date of order placement. The County agrees to pay the proposal price within thirty days of receipt of the invoice.

5. Contractor agrees that the above referenced compensation shall be full and complete compensation and shall reflect and be inclusive of any risk of delay from all causes whatsoever, shall further include all transportation/delivery and any other incidental expenses of whatsoever nature which may be necessary.
6. In case of default by the Contractor in any of the provisions of the Contract, the Board of County Commissioners may procure the articles from other sources and hold the Contractor responsible for any excess costs incurred thereby.
7. This Contract shall be governed in accordance with the laws of the State of Ohio.
8. Contractor hereby agrees to indemnify and hold the County harmless from any claims, demands or losses of any type or nature to any person, bidder or corporation arising in any manner from the contractor's performance or failure to perform the work required under this contract and shall pay any judgment or liability obtained or growing out of said claims, liabilities or judgments, including reasonable attorney's fees and costs.
9. This Contract contains all the Agreements and representations between the parties and no modification, expressed or implied shall be effective unless agreed to in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto caused this Contract to be executed by their appointed representatives on this \_\_\_\_\_ day of \_\_\_\_\_ 2008, with the intent to be legally bound thereby.

**BY: BOARD OF COUNTY COMMISSIONERS  
CLERMONT COUNTY, OHIO**

ATTEST:

\_\_\_\_\_  
Robert L. Proud

\_\_\_\_\_  
Judith Kocica, Clerk  
Board of County Commissioners

\_\_\_\_\_  
Mary C. Walker

\_\_\_\_\_  
R. Scott Crowell, III

**WITNESS:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

**CONTRACTOR:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
(Title)

Approved as to form by the  
Office of the Prosecuting Attorney  
Thomas L. Blust, Prosecuting Attorney

BY: \_\_\_\_\_

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