



# **Clermont Transportation Connection**

**Request for Bid  
Secondary Transportation Provider**

**2011**

## **SECTION 1: GENERAL INSTRUCTIONS TO BIDDERS**

1. *Bid Submittal:*

Reply to:

**Board of County Commissioners  
Clermont County  
101 E. Main Street  
Batavia, Ohio 45103-2960**

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 therein are in conflict with stated requirements in the specifications, the specification requirements shall prevail.

2. *Schedule of Activities:* Bids are due and will be opened on **January 12<sup>th</sup>, 2012 at 2:00 P.M. 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. *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 vendors' base bid.
5. *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" (Optional Second Year Bid), "C" (Optional Third Year Bid) will be required by all bidders, if said bidders are interested in providing an optional second and third year bid.

All bids must clearly identify and detail all costs on the required Bid "A" and Bid "B" and "C" (if applicable). Those bidders providing alternate bids must clearly distinguish such items as options (e.g. Bid "A" – Alternate 1".)

6. *Multiple Bids:* Bidders who wish to submit multiple bids may do so. It is required that the bidder select one system as "Base Bid A" and supply the complete information requested. Bids "B" (Optional Second Year Bid), "C" (Optional Third Year Bid) will be required by all

bidders interested in providing services a second and third year. If desired, the vendor may

submit more than one base bid, as referenced in Article 5. Alternate bids will be identified as stated in Article 5.

7. *Vendor Supplied Materials:* 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 indemnification 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 public record.
8. *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.
9. *Bid Identification and Submittal:* Bids shall be clearly marked on the envelope: **“Bid – CTC Secondary Transportation Provider”**, and include the bidders name and address. Bids must be in a sealed envelope, submitted in three (3) copies. Replies must be received in the Office of the Board of County Commissioners no later than **2:00 P.M., local time, on January 12<sup>th</sup>, 2012**. 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 and must be received by the county prior to the above date and time.
10. *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 Hundred Dollars (\$500.00), paid to the order of the Clermont County Treasurer, or a Bid Bond surety of Five Hundred Dollars (\$500.00), pursuant to the provisions of 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.

Bids may be rejected if all required papers are not returned with the bid. The bid bond shall be returned if said bid shall be rejected.

11. *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.
12. *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 the price. It is Clermont County’s intent

to accept the bid which, after a thorough analysis of the bids submitted, proves to be the most suitable for the intended use.

13. 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.
14. Unit price governs the award unless otherwise specified in the Request for Bid. When the award is based upon lot total prices, unit prices must be entered and extended by multiplying the unit price by the quantity, and totaled on all items. The County may elect to extend or may correct the extension in order to arrive at a correct extended figure.
15. *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.
16. *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.
17. *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.
18. *Bid Contents:*
  - A. Each bid shall include a letter of transmittal which bears the signature of the President, Vice-President, or any other Office or Official as long as accompanied by affidavit of authority to bind the vendor.
  - B. All bidders are required to submit the following forms with their bid:
    - I. FEDERAL NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
    - II. INELIGIBLE CONTRACTORS CERTIFICATE
    - III. CERTIFICATION REGARDING LOBBYING PURSUANT TO 49 CFR PART 20
    - IV. AFFIDAVIT IN COMPLIANCE WITH SECTIONS 9.24 AND 5719.042 OF THE OHIO REVISED CODE
    - V. AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13 OF THE OHIO REVISED CODE
    - VI. OHIO DEPARTMENT OF PUBLIC SAFETY GOVERNMENT BUSINESS AND FUNDING CONTRACTS
    - VII. GUARANTY BOND FOR COUNTY PURCHASES CLERMONT COUNTY, OHIO

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

- C. The successful bidder will be required to enter into a written Contract with the Board of Clermont County Commissioners, on behalf of the Clermont Transportation Connection, within ten (10) days of the notification of award thereof.
  - D. Each bidder shall complete and submit the Bid Guaranty Bond or Bid Bond Check.
  - E. Unless otherwise specified, all material shall be new and of the best grade in its particular line; 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 item prior to the award of bid.
19. *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.
20. *Recommendations:* Reference to a particular trade name, manufacturer's catalog or model number is 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.
21. *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. The term of the contract will be **twelve (12) months, with the ability to renew for two (2) additional periods of one (1) year each, at the option of the County.**
22. *Exemption:* Clermont County is exempt from payment of Federal Excise Tax, Transportation Tax, and Ohio State Tax. Prices shall not include these taxes.
23. *Receipt and Opening of Bids:* Any bid may be withdrawn prior to the scheduled time and date for the bid opening.
24. *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.
25. *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 time limits. The bidder shall furnish the County any and all such information, documents and data for this purpose that the County may request.

26. *Statement of Conditionality:* Bids which contain statements of conditionality will not be accepted. 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.
  
27. *Indemnification:* 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.

## **SECTION 2: REQUESTS FOR BIDS OVERVIEW**

The Clermont Transportation Connection (CTC) is responsible for providing transportation

services to participants in the Non-Emergency Transportation (NET) Program and the At-Risk Pregnancy Services Program. CTC has a Memorandum of Understanding with the Clermont County Department of Job and Family Services (DJFS) to provide this service. CTC and the provider(s) under this agreement must comply with any and all requirements set forth by DJFS.

The Clermont Transportation Connection is, and will continue to be the primary provider of transportation for the NET and ARPS programs; however, at times, these individuals are unable to be served by the CTC, due to the time(s) required for service and or lack of availability to provide the service.

**Based on previous contracts and data it is estimated that the successful alternate transportation services provider would provide approximately 220 trips per month. This number is not guaranteed and may vary significantly.**

Successful bidder shall provide transportation services to participants in the Non-emergency Transportation (NET) Program and At-Risk Pregnancy Services Program or any other customer CTC deems necessary, from their homes to their doctor or clinic, and return, subject to limitations as set forth in the Purchase of Service Agreement to be signed after award of bid.

Successful bidder shall have the ability to provide transportation services to eligible customers 24 hours per day, 7 days per week. Successful bidder shall also provide service to any and all geographical locations within a 50-mile radius of Batavia, Ohio. Successful bidder agrees that any customer receiving transportation services through the Agreement will not be required to ride in excess of two (2) hours prior to and/or after any medical appointment. Successful bidder agrees to comply with all requirements of the Americans with Disabilities Act to the extent that they apply to the services that are rendered pursuant to the Agreement, including, but not necessarily limited to, handicap/wheelchair accessible vehicles.

## **SECTION 3: POTENTIAL BIDDER REQUIREMENTS**

### **1. Eligible Bidders**

- (A) Eligible Bidders must be a taxi and/or transportation service licensed by the State of Ohio and/or the city or Municipality of service origin.

## 2. Indemnification/Insurance

- (A) The successful bidder shall fully hold harmless, indemnify and defend the County for all losses of any kinds, except for the sole negligence of Clermont County.
- (B) The successful bidder shall maintain insurance and supply written evidence of adequate insurance to the County. Such insurance shall verify automobile liability with minimum limits of \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate and Workers' Compensation insurance coverage, and shall be in compliance with applicable laws, and as required by the licensing requirements set forth by the State of Ohio and/or the City or Municipality of service origin. The Board of Clermont County Commissioners and the Clermont Transportation Connection shall be named as additional insured. Any notice of cancellation or change in coverage shall be provided thirty (30) days prior to the effective date. The written evidence of the required insurance (e.g. Certificate of Insurance) must be signed by an agent or an authorized representative of the Producer.

If Bidder is unable to provide verification of either automobile liability and/or Workers' Compensation insurance coverage, Bidder shall provide documentation, in writing, as to why such coverage is not available.

- (C) The successful bidder shall insure **all** drivers meet applicable laws and licensing requirements specified by the State of Ohio and/or the City or Municipality of service origin.

## 3. Accountability

- A. The successful bidder shall identify a single point of contact for day to day operations. In the event this person is not available a back up contact shall be identified. The successful bidder shall notify the Clermont Transportation Connection within 24 hours should either of the previously identified contact persons change.
- B. The successful bidder shall have in place a system acceptable to the County and State of Ohio that accurately documents all trips and charges. This may include, but is not necessarily limited to, a ride slip system which includes signatures by all customers receiving services. **The successful Bidder shall follow the system currently in place, utilized by the Clermont Transportation Connection.** All records must be retained for a period of six years from the date of receipt of payment, or if an audit is initiated within the six-year period, until the audit is completed and every exception is resolved, whichever is longer.

- C.** The successful bidder will provide a preliminary invoice to the Clermont Transportation Connection by no later than the 18<sup>th</sup> day of each month for all services provided through and including the 15<sup>th</sup> day of each month. Any required corrections will be transmitted back to the successful bidder by the Clermont Transportation Connection for inclusion on the final monthly invoice.

The successful bidder will provide an accurate bill directly to the Clermont Transportation Connection by the fifth (5<sup>th</sup>) working day of each month for all services provided. The Clermont Transportation Connection will review all bills submitted by the successful bidder for accuracy. The Clermont Transportation Connection will then forward the bill directly to the Clermont County Department of Job and Family Services for processing for payment, normally on or before the 10<sup>th</sup> day of the following month. Payment will normally be made within four weeks of the date of submission of a complete and accurate invoice to the Clermont Transportation Connection. The successful bidder will not hold the Clermont Transportation Connection responsible for payments received in an untimely manner due to the delay in submitting the invoice either from the successful bidder to the Clermont Transportation Connection.

Reimbursement will be made to the successful bidder for properly authorized trips only. Authorization will be given only for trips from the home of the customer to a clinic/doctor's office for a medical appointment and/or return to his/her home. No authorization will be given nor reimbursement made for any intermediate stops between the Department customers' home and clinic or doctor's office. Arrangements for the trip will be made by an authorized representative of the Clermont Transportation Connection. The authorization will be given to the successful bidder 24 hours in advance of the scheduled trip. Ninety minute pre-notification will be given for same day service. If no authorization is obtained by the successful bidder prior to transporting the customer(s), the successful bidder will not provide transportation services to the customer(s) and/or will not be reimbursed for services provided. The Clermont Transportation Connection will make every effort to insure that accurate times, dates and addresses are provided to insure efficient service. Emergencies that may affect quality of life will be handled as 911 calls.

- D.** It is the expectation and requirement that the successful bidder will guarantee on time service delivery to customers to insure that they arrive at and are picked up from their medical appointments on time. A fifteen minute window for pick up must be adhered to. More than two failures per month in this performance area will result in a financial penalty to the successful bidder in an amount equal to the invoiced amount for that service unit.

- E.** The successful bidder agrees to immediately notify the Clermont Transportation Connection when a no-show occurs for a customer in which the Clermont Transportation Connection was to be responsible for the return trip, so that the Clermont Transportation Connection does not send a vehicle to a destination unnecessarily.

- F. In the event a customer no-shows for the first leg of a trip, the successful bidder shall count the second half of the trip as a late cancellation.
- G. The successful bidder agrees to provide the Clermont Transportation Connection access to dispatch staff between the hours of 5:30 A.M. and 7:00 P.M. Monday through Friday and 8:00am to 3:00pm on Saturday.
- H. The successful bidder agrees to have in place a procedure and/or system that the Clermont Transportation Connection can utilize when complaints are received regarding specific staff/drivers. The successful bidder must provide a copy of said procedure/system within the Request for Bid Package. A copy of said procedure/system will also be included in the final executed copy of the Agreement.

#### 4. Calculation of Unit Cost Bid

- A. Base bid shall include the basic pick up fee, **a minimum charge (if applicable)**, a rate per mile and a no-show fee, as identified on the Bid Form enclosed. The successful bidder shall notify the Clermont Transportation Connection of any customers who abuse the service (e.g. no shows). No additional payment will be made or expected from the customer for gratuities for the transportation driver. In the event that more than one customer is a passenger in the vehicle, the successful bidder shall base the mileage charge on the furthest distance driven for pick up of the customer.
- B. There shall be no fee for waiting time.
- C. Cost of insurance shall be paid by the successful bidder and shall not be reimbursed by the County.
- D. Given the instability of the fuel supply and price, the successful bidder must take into consideration the potential for rising fuel costs during the course of any contract that may be awarded as a result of this bid when determining the rates identified in Article 4(A). Under no circumstances will a bid be accepted that includes a statement of conditionality as it relates to the potential for rising fuel costs.

#### 5. Term of Agreement

- A. The term of the initial agreement shall be for not less than one year, unless otherwise terminated as identified in the Purchase of Service Agreement, with the ability to renew for two (2) additional periods of one (1) year each, at the option of the Clermont Transportation Connection.

#### 6. Form of Bid Response

- A. All bids for the initial agreement shall be submitted on the “Clermont Transportation Connection Bid Form” (Initial One Year Contract), a copy of which is enclosed.

- B. All bids for each additional twelve (12) month agreement shall be submitted on the “Clermont Transportation Connection Bid Form” (Optional Second and/or Third Year Contract), a copy of which is enclosed.

## **7. Safeguarding of Customers**

- A. The successful bidder agrees that the use or disclosure by any party of any information concerning customers for any purpose not directly related with the administration of the or successful bidder’s responsibilities with respect to purchased services is prohibited except upon the written consent of the customer. The successful bidder shall endeavor to screen all personnel employed by the successful bidder to insure safe transportation of all customers and shall not assign any driver against whom the Clermont Transportation Connection has filed a formal complaint.
- B. The successful bidder agrees to hire only experienced drivers who are at least 21 years of age. A local and BCI&I background check will be completed for all drivers prior to hire and at least once annually while providing transportation services on behalf of the Clermont Transportation Connection. No driver with a criminal history is to provide service on behalf of the Clermont Transportation Connection. In the event that the Clermont Transportation Connection becomes aware of the fact that a driver may have a criminal history, the successful bidder agrees to run the appropriate background check immediately upon notification to determine if the information obtained is correct and/or if the driver can continue to provide services to customers. All drivers will maintain a professional, ethical and courteous demeanor, and will be specifically sensitive to the needs of any and all transportation customers who are physically or mentally fragile, and will drive within the required speed limits at all times.
- C. The successful bidder will provide the Clermont Transportation Connection with a list of all drivers who will transport CTC customers.
- D. All drivers for the successful bidder will be provided a Clermont County Contractors identification badge. This badge is to be worn by all drivers performing any services to the Clermont Transportation Connection. Badges include the drivers name, photo, and the name of the successful bidder’s company. The first badge will be provided free of charge, in the event a badge is lost or stolen the Clermont Transportation Connection must be notified within 12 hours, a replacement badge will be issued for a fee of \$5.00. If the badge is broken and is returned, it will be replaced free of charge.
- E. All vehicles used by the successful bidder must be clearly marked with the name of the successful bidders company. The Clermont Transportation Connection also retains the right to accept or reject the identification placed on the successful bidders vehicles. The Clermont Transportation Connection retains the right to place non-permanent identification on the vehicles used by the successful bidder at the expense of the Clermont Transportation Connection.

**SECTION 4: REQUIRED AFFIDAVITS, FORMS, & CERTIFICATIONS**

**Required Form i.**

**FEDERAL 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

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

Notary Public

My Commission expires: \_\_\_\_/\_\_\_\_/20\_\_\_\_

**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 \_\_\_\_\_

SS:

COUNTY OF \_\_\_\_\_

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  
(Type of Product or Service)

duly cautioned 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 §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 §9.24 ORC.

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

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

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

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

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

My Commission expires: \_\_\_\_\_.



- a. myself;
- b. any partner or owner or shareholder of the partnership (if applicable);
- c. any owner of more than 20% of the corporation or business trust (if applicable);
- d. each spouse of any person identified in (a) through (c) of this section;
- e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section.

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.**

**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

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 vii.**

**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  
500 DOLLARS, 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 \_\_\_\_\_,  
20\_\_\_\_\_.

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 \_\_\_\_\_, 20\_\_\_\_.

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 5: BID FORMS**

**Clermont Transportation Connection  
BID FORM  
(Initial One Year Contract)**

I (we) do hereby offer to provide transportation services for the Clermont Transportation Connection at the below rates:

**Basic Pick Up Fee of \$** \_\_\_\_\_ (Plus actual miles)

**Minimum Charge of \$** \_\_\_\_\_

**Mileage Rate of \$** \_\_\_\_\_ (Per Mile)

**No Show Rate of \$** \_\_\_\_\_

**(NOTE: There will be no charge for waiting time. In the event that more than one DJFS customer is a passenger in the vehicle, then provider shall base the mileage charge on the furthest distance driven for pick up of customer.)**

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

\_\_\_\_\_  
**Authorized Signature\*\***

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Date**

**NOTE: Any changes to pricing for the optional second and third year renewal must be completed and identified on the separate Bid Forms attached and marked “Optional Second and Third Year Renewal”, and attached to the original bid for the initial One-Year Contract.**

**\*\*Bid must be signed by President or Vice President or Owner of company, or by an authorized agent acting under the authority of a resolution of the company. A certified copy of the resolution must accompany the bid if an authorized agent signs the bid.**

**Clermont Transportation Connection  
BID FORM  
(Optional Second Year Renewal\*)**

I (we) do hereby offer to provide transportation services for the Clermont Transportation Connection at the below rates:

**Basic Pick Up Fee of \$** \_\_\_\_\_ (Plus actual miles)

**Minimum Charge of \$** \_\_\_\_\_

**Mileage Rate of \$** \_\_\_\_\_ (Per Mile)

**No Show Rate of \$** \_\_\_\_\_

**(NOTE: There will be no charge for waiting time. In the event that more than one DJFS customer is a passenger in the vehicle, then provider shall base the mileage charge on the furthest distance driven for pick up of customer.)**

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

\_\_\_\_\_  
**Authorized Signature\*\***

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Date**

**NOTE: Any changes to pricing for the optional second year renewal must be completed and identified on this separate Bid Form marked “Optional Second Year Renewal”, and attached to the original bid for the initial One-Year Contract.**

**\*\*Bid must be signed by President or Vice President or Owner of company, or by an authorized agent acting under the authority of a resolution of the company. A certified copy of the resolution must accompany the bid if an authorized agent signs the bid.**

**Clermont Transportation Connection  
BID FORM  
(Optional Third Year Renewal\*)**

I (we) do hereby offer to provide transportation services for the Clermont Transportation Connection at the below rates:

**Basic Pick Up Fee of \$** \_\_\_\_\_ (Plus actual miles)

**Minimum Charge of \$** \_\_\_\_\_

**Mileage Rate of \$** \_\_\_\_\_ (Per Mile)

**No Show Rate of \$** \_\_\_\_\_

**(NOTE: There will be no charge for waiting time. In the event that more than one DJFS customer is a passenger in the vehicle, then provider shall base the mileage charge on the furthest distance driven for pick up of customer.)**

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

\_\_\_\_\_  
**Authorized Signature\*\***

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Date**

**NOTE: Any changes to pricing for the optional third year renewal must be completed and identified on this separate Bid Form marked "Optional Third Year Renewal", and attached to the original bid for the initial One-Year Contract.**

**\*\*Bid must be signed by President or Vice President or Owner of company, or by an authorized agent acting under the authority of a resolution of the company. A certified copy of the resolution must accompany the bid if an authorized agent signs the bid.**

DRAFT/SAMPLE  
PURCHASE OF SERVICE AGREEMENT

The Board of Clermont County Commissioners dba the Clermont Transportation Connection (hereinafter referred to as "CTC") hereby enter into a contract with \_\_\_\_\_, doing business at \_\_\_\_\_ (hereinafter referred to as "Provider"), for the purchase of secondary transportation service.

The service Provider shall act as an independent contractor and does not, by entering into this contract, become an employee or agent of the CTC.

1.) **PERIOD OF CONTRACT**

This contract shall be effective from \_\_\_\_\_ through \_\_\_\_\_ with the ability to renew for two (2) additional periods of one (1) year each, at the option of the County.

2.) **SERVICE TO BE PROVIDED**

- A. The Provider will provide transportation service to CTC customers as identified & authorized by CTC from their homes to their doctor or clinic, and return, subject to the limitations set below.
  
- B. Provider agrees to provide transportation services to eligible CTC customers 24 hours per day, 7 days per week. Provider also agrees to provide service to any and all geographical locations within a 50 mile radius of Batavia, Ohio. Provider agrees to comply with all requirements of the Americans with Disabilities Act to the extent that they apply to the services that are rendered pursuant to this Agreement, including, but not necessarily limited to, handicap/wheelchair accessible vehicles. Provider agrees that any CTC customer receiving transportation services through this agreement will not be required to ride in excess of two (2) hours prior to and/or after any medical appointment.
  
- C. Provider shall provide transportation services to those CTC customers unable to be served by CTC, due to the time(s) required for service, unavailability of CTC vehicles, etc.

- D. It is the expectation and requirement that the Provider will guarantee on time service delivery to customers to insure that they arrive at and are picked up from their medical appointments on time. A fifteen minute window for pick up must be adhered to. More than two failures per month in this performance area will result in a financial penalty to the Provider in an amount equal to the invoiced amount for that service unit.
- E. The Provider agrees to immediately notify the CTC when a no show occurs for a customer in which the CTC was to be responsible for the return trip, so that CTC does not send a vehicle to a destination unnecessarily.
- F. The Provider agrees to have in place a procedure and/or system that the CTC can utilize when complaints are received regarding specific staff/driver. A copy of said procedure/system will also be included in the final executed copy of this Agreement.

3.)

**PROCEDURE FOR AUTHORIZATION OF SERVICE**

- A. Reimbursement will be made to the Provider for properly authorized trips only. Authorization will be given only for trips from the home of the customer to a clinic/doctor's office for a medical appointment and/or return to his/her home. No authorization will be given nor reimbursement made for any intermediate stops between the CTC customers' home and clinic or doctor's office. Arrangements for the trip will be made by an authorized representative of the CTC. The authorization will be given to the Provider 24 hours in advance of the scheduled trip. Ninety minute pre-notification will be given for same day service.
- B. If no authorization is obtained by the Provider prior to transporting the customer(s), the Provider will not provide transportation services to the customer(s) and/or will not be reimbursed for services provided. The CTC will make every effort to insure that accurate times, dates and addresses are provided to insure efficient service. Emergencies that may affect quality of life will be handled as 911 calls.

- C. The Provider will provide CTC access to dispatch staff between the hours of 5:30 A.M. and 7:00 P.M. Monday through Friday and 8:00am to 3:00pm on Saturday.

4.)

**PAYMENT FOR SERVICE**

- A. Payment will be made at the following rates: Payment will be based on a basic pick up fee of \$\_\_\_\_\_ plus the actual miles driven for a passenger. Mileage rate will be \$\_\_\_\_\_ per mile. There will be a minimum charge of \$\_\_\_\_\_.
- B. In the event that more than one CTC customer is a passenger in the vehicle, then the Provider shall base the mileage charge on the furthest distance driven for pick up of the CTC customer.
- C. It is the expectation and requirement that the Provider will guarantee on time service delivery to CTC customers to insure that they arrive at and are picked up from their medical appointments on time. A fifteen minute window for pick up must be adhered to, 15 minutes before or 15 minutes after the scheduled pickup time. More than two failures per month in this performance area will result in a financial penalty to the successful Provider in an amount equal to the invoiced amount for that service unit.
- D. There will be a charge of \$\_\_\_\_\_ for CTC customers who call for service but do not "show" when the vehicle arrives. The Provider, however, will notify the CTC of any customers who abuse the service in this way. No charge will be made for waiting time.
- E. The Provider agrees to immediately notify the CTC when a no show occurs for a customer in which the CTC was to be responsible for the return trip, so that CTC does not send a vehicle to a destination unnecessarily.
- F. No additional payment will be made or expected from the CTC customer or the CTC for gratuities for the cab driver.

**G.** In the event a customer no-shows for the first leg of a trip, the Provider shall count the second half of the trip as a late cancellation.

**5.) INVOICING FOR SERVICES**

**A.** The Provider agrees to accurately document all trips and charges. This documentation may include, but is not necessarily limited to, a ride slip signed by both the Provider and the customer. The Provider will follow the same system currently in place, utilized by the Clermont Transportation Connection. All records must be retained for a period of six years from the date of receipt of payment, or if an audit is initiated during the six-year period, until the audit is completed and every exception is resolved, whichever is longer.

**B.** The Provider will provide a preliminary invoice to the CTC no later than the 18<sup>th</sup> day of each month for all services provided through and including the 15<sup>th</sup> day of each month. Any required corrections will be faxed back to the Provider by the CTC for inclusion on the final monthly invoice. The Provider will then submit a completed invoice to the CTC on a monthly basis. The invoice shall contain: (a) the dates on which service was provided; (b) department customers' name and program (by number) charged; (c) the location from which the trip originated and where it ended; (d) the reimbursement requested for each individual trip and the total for all the trips; and (e) the signature of an authorized representative by the service Provider.

**C.** The invoice shall be sent to the attention of CTC, ATTN: Medicaid Billing, 4003 Filager Road, Batavia, Ohio 45103. Invoice is to be received by the CTC on or before the 5<sup>th</sup> day of the following month.

**D.** The CTC will review all bills submitted by the Provider for accuracy.

The CTC will then submit said invoice directly to the Department of Job and Family Services for processing for payment, normally on or before the 10<sup>th</sup> day of the following month. Payment will normally be made within four weeks of the date of submission of the invoice to the Department of Job and Family Services by the CTC. The Provider will not hold the CTC responsible for payments received in an untimely manner due to the delay in submitting the invoice either from the Provider to the CTC and/or from the CTC to the Department of Job and Family Services.

6.) **AMENDMENT OF PURCHASE OF SERVICE AGREEMENT**

This agreement may be amended at any time by a written amendment signed by both parties. Either party (CTC or Provider) agrees to inform each other in writing of any intent to amend or modify this agreement 60 days prior to the desired date of amending or modifying this agreement. The aforementioned amending or modifying will only be effective upon the mutual consent of both parties.

7.) **CONTRACT COMPLIANCE/TERMINATION**

Contract compliance will be judged primarily according to the ability of the Provider to deliver the authorized CTC customer(s) to his/her appointments on time. Barring unforeseen and explainable situations out of the ordinary, failure to transport the CTC customer(s) on time and/or meet all requirements contained within this agreement, shall be considered grounds for cancellation of this agreement. Either party may terminate this Agreement without cause upon fifteen (15) days written notice to the other party. This Purchase of Service Agreement shall terminate automatically fifteen days after delivery of notice by the other party, without liability, except for transportation expenses previously incurred.

8.) **CIVIL RIGHTS**

CTC and Provider agree that as a condition of this agreement, there shall be no discrimination against any CTC customer, applicant or an employee because of race, color, sex, religion, national origin, handicap or any other factor as specified in Title

VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this agreement. Any person, firm or agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Federal Transit Administration and termination of this agreement.

9.)

**SAFEGUARDING OF CLIENT**

- A. The provider agrees that the use or disclosure by any party of any information concerning customers for any purpose not directly related with the administration of the Provider's responsibilities with respect to purchased services is prohibited except upon the written consent of the customer. The Provider shall endeavor to screen all personnel employed by the Provider to insure safe transportation of all customers and shall not assign any driver against whom the CTC has filed a formal complaint.
  
- B. The Provider agrees to hire only experienced drivers who are at least 21 years of age. A local and BCI&I background check will be completed for all drivers prior to hire and at least once annually while providing transportation services on behalf of the CTC. No driver with a criminal history is to provide service on behalf of the CTC. In the event that the CTC becomes aware of the fact that a driver may have a criminal history, the Provider agrees to run the appropriate background check immediately upon notification to determine if the information obtained is correct and/or if the driver can continue to provide services to customers. All drivers will maintain a professional, ethical and courteous demeanor, and will be specifically sensitive to the needs of any and all transportation customers who are physically or mentally fragile, and will drive within the required speed limits at all times.

- C. The Provider will provide the CTC with a list of all drivers who will transport CTC customers.
  
- D. All drivers for the Provider will be provided a Clermont County Contractor's identification badge. This badge is to be worn by all drivers performing any services for the CTC. Badges include the drivers name, photo, and the name of the Provider's company. The first badge will be provided free of charge, in the event a badge is lost or stolen the CTC must be notified within 12 hours, a replacement badge will be issued for a fee of \$5.00. If the badge is broken and is returned, it will be replaced free of charge.
  
- E. All vehicles used by the Provider must be clearly marked with the name of the Provider's company. The CTC also retains the right to accept or reject the identification placed on the Provider's vehicles. The CTC retains the right to place non-permanent identification on the vehicles used by the Provider at the expense of the CTC.

10.) **INDEMNITY AND INSURANCE**

- A. **Indemnity:** Provider agrees that it will at all times during the existence of this agreement, indemnify, hold harmless and defend the CTC and the Board of County Commissioners in which the Department is situated against any and all liability, loss, damage and/or related expenses incurred through the provision of services under this agreement, except for the sole negligence of Clermont County.
  
- B. **Insurance:** Provider agrees to contract for and provide a copy of such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which

would cause injury or death. Such insurance shall include automobile liability with minimum limits of \$1,000,000 per person, \$2,000,000 per occurrence, and \$2,000,000 aggregate and Workers' Compensation insurance coverage, and shall be in compliance with applicable laws. Any notice of cancellation or change in coverage shall be provided thirty (30) days in advance of the effective date.

C. The Board of Clermont County Commissioners and the CTC will be named as additional insured on providers' insurance policy.

11.) **LICENSING**

Provider agrees that it will at all times during the existence of this agreement maintain required license(s) by the State of Ohio and/or the city or municipality of service origin. Provider shall also insure that all drivers meet applicable laws and licensing requirements specified by the State of Ohio and/or the city or municipality of service origin.

12.) **GENERAL PROVISIONS**

This Agreement shall consist of the contract and the bid specifications which are incorporated by reference. This agreement shall be construed in accordance with the laws of the State of Ohio.

**IN WITNESS WHEREOF**, the parties have hereunto caused this Contract to be executed by their appointed representatives on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, with the intent to be legally bound thereby.

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

ATTEST:

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

\_\_\_\_\_  
Edwin H Humphrey

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

\_\_\_\_\_  
Archie Wilson

**WITNESS:**

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

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

**CONTRACTOR:**

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

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

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

Approved as to form by the  
Office of the Prosecuting Attorney,  
Clermont County, OH

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

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