

XIII. REQUIRED SIGNATURE DOCUMENTS

OVERALL CERTIFICATIONS AND ASSURANCES

The person signing below hereby certifies that, by signing below, the PROPOSER/CONTRACTOR has duly authorized them to make these certifications and assurances and bind the PROPOSER/CONTRACTOR's compliance. The PROPOSER/CONTRACTOR agrees that it will comply with all Federal and State statutes, regulations, executive orders, and administrative guidance that are applicable to rural public transit.

The PROPOSER/CONTRACTOR affirms that truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submissions made to the COUNTY, and acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with the Non-urbanized Area Formula Program (Rural Transit Program), 49 U.S.C. 531 1, and may apply to any other certification, assurance, or submission made in connection with any other program administered by FTA.

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the PROPOSER/CONTRACTOR are true and correct.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project. Furthermore, if I become aware of circumstances that change the accuracy of the foregoing statements, I will notify ODOT and FTA and the COUNTY promptly.

Signature, title

Date

STANDARD FEDERAL AND STATE ASSURANCES

The PROPOSER/CONTRACTOR assures that it will comply with all applicable Federal and State statutes, regulations, executive orders, FTA circulars, and other Federal and State administrative requirements in carrying out any grant or cooperative agreement awarded. The PROPOSER/CONTRACTOR acknowledges that it is under a continuing obligation to comply with the terms and conditions of the grant or cooperative State laws, regulations, policies, and administrative practices might be modifies from time to time and affect the implementation of the project. The PROPOSER/CONTRACTOR agrees that the most recent Federal and State requirements will apply to the project, unless FTA or ODOT issues a written determination otherwise.

Signature, title

Date

**DISCLOSURE DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS-
PRIMARY COVERED TRANSACTIONS**

As required by U.S. DOT regulations on Government wide Debarment and Suspension (Non-procurement) at 40 CFR 29.5 1 0:

- (1) The PROPOSER/CONTRACTOR certifies to the best of its knowledge and belief, that it and its principles:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this Proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged with a governmental entity (Federal, state, or local) with commission of any of the offenses listed in paragraph (23) of this certification; and
 - (d) Have not within a three-year period preceding this certification had one or more PUBLIC TRANSACTIONS (Federal, state, or local) terminated for cause or default.
- (2) The PROPOSER/CONTRACTOR also certifies that if, later, it becomes aware of any information contradicting the statements or paragraphs (a) through (d) above, it will promptly provide that information to ODOT.
- (3) If the PROPOSER/CONTRACTOR is unable to certify to the statements within paragraphs (1) and (2) above, it shall indicate so on its Signature Page and provide a written explanation to ODOT.

Signature, title

Date

LOBBYING CERTIFICATION

- A. As required by U.S. DOT regulations, “New Restrictions on Lobbying,” at 49 CFR 20.110, the PROPOSER/CONTRACTOR’s authorized representative certifies to the best of his or her knowledge and belief that for each application for a Federal assistance exceeding \$100,000: (1) No Federal appropriated funds have been or will be paid, by or on behalf of the PROPOSER/CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress pertaining to the award of any Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and (2) If any funds or other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application to FTA for Federal assistance, the PROPOSER/CONTRACTOR assures that it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” including the information required by the form’s instructions, which may be amended to omit such information as permitted by 31 U.S.C. 1352.
- B. The PROPOSER/CONTRACTOR understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for PROPOSER/CONTRACTOR also understands that any person who fails to file a 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.

Signature, title

Date

PROCUREMENT COMPLIANCE

The PROPOSER/CONTRACTOR certifies that its procurements and procurement system will comply with all applicable requirements imposed by Federal laws, executive orders, or regulations and the requirements of FTA Circular 4220.1 D, "Third Party Contracting Requirements," and other implementing requirements FTA may issue. The PROPOSER/CONTRACTOR certifies that it will include in its contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

Signature, title

Date

ADA COMPLIANCE

The PROPOSER/CONTRACTOR hereby certifies that it will comply with all required provisions of the “Americans with Disabilities Act (ADA)” as part of its provision of public transit under contract to COUNTY.

Signature, title

Date

**ASSURANCE OF NONDISCRIMINATION ON THE BASIS OF DISABILITY
(SPECIAL EFFORTS)**

As required by U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” at 49 CFR Part 27, implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended, the PROPOSER/CONTRACTOR assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The PROPOSER/CONTRACTOR assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended, at 49 CFR Parts 27,37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

Signature, title

Date

NONDISCRIMINATION ASSURANCE (TITLE VI)

As required by 49 U.S.C. 5332, Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act, “49 CFR Part 21; FTA Circular 4702. 1, “Title VI Program Guidelines for Federal Transit Administration Recipients”; and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the PROPOSER/CONTRACTOR receives Federal assistance awarded by the U.S. DOT or FTA as follows:

The PROPOSER/CONTRACTOR assures that each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.

The PROPOSER/CONTRACTOR assures that it will take appropriate action to ensure that any transferee receiving property financed with Federal assistance derived from FTA will comply with the applicable requirements of 49 U.S.C. 5332 and 49 CFR Part 21.

- The PROPOSER/CONTRACTOR assures that it will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon requests by U.S. DOT or FTA, the Applicant assures that it will submit the required information pertaining to its compliance with these requirements.
- The PROPOSER/CONTRACTOR assures that it will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FTA may request.
- As required by 49 CFR 21.7(a)(2), the PROPOSER/CONTRACTOR will include appropriated clauses in each third party contract or sub-agreement to impose the requirements of 49 CFR Part 21 and 49 U.S.C. 5332, and include appropriate provisions imposing those requirements in deeds and instruments recording the transfer of real property, structures, improvements.

Signature, title

Date

TITLE VI GENERAL REPORTING REQUIREMENTS

- List of all active lawsuits or complaints against the transit provider alleging discrimination on the basis of race, color, or national origin with respect to service or other transit benefits:
- Description of all pending application for financial assistance currently provided by other Federal agencies to the grantee:
- Summary of all civil rights compliance reviews conducted by other local, State or Federal agencies during the last three years:
- The date of the most recent signing of the Annual Certification and Assurances:

Signature, title

Date

EFFECTS ON PRIVATE MASS TRANSPORTATION COMPANIES

A PROPOSER/CONTRACTOR that is a state or local government seeking Federal assistance under 49 U.S.C. chapter 53 to acquire property or an interest in property of a private mass transportation company or operate mass transportation equipment or a facility in competition with or in addition to transportation service provided by an existing mass transportation company must provide the following certification.

As required by 49 U.S.C. 5323(a)(1)(B) or 5323(a)(1)(C), the PROPOSER/CONTRACTOR certifies that before it acquires property or an interest in property of a private mass transportation company or operates mass transportation equipment or a facility in competition with or in addition to transportation service provided by an existing mass transportation company it has or will have:

- Provided for the participation of private mass transportation companies to the maximum extent feasible; and
- Paid or will pay just compensation under state or local law to a private mass transportation company for its franchises or property acquired.

Signature, title

Date

CHARTER COMPLIANCE

PROPOSER/CONTRACTOR hereby certifies that it will not provide any charter service as part of its provision of public transit under contract to the COUNTY.

Signature, title

Date

SCHOOL TRANSPORTATION COMPLIANCE

PROPOSER/CONTRACTOR hereby certifies that it will not provide any school transportation service as part of its provision of public transit under contract to the COUNTY.

Signature, title

Date

CERTIFICATION OF PRE-AWARD AND POST-DELIVERY ROLLING STOCK REVIEWS

As required by 49 U.S.C. 5323(l), and implementing FTA regulations at 49 CFR 663.7, the Proposer certifies that it will comply with the requirements of 49 CFR part 663, in the course of purchasing revenue service rolling stock. Among other things, the Proposer will conduct or cause to be conducted the prescribed pre-award and post-delivery reviews, and will maintain on file the certifications required by 49 CFR part 663, subparts B, C, and D.

Signature, title

Date

BUS TESTING CERTIFICATION REQUIRED FOR NEW BUSES

As required by FTA regulations, "Bus Testing," at 49 CFR 665.7, the Proposer certifies that before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components or authorizing final acceptance of that bus (as described in 49 CFR part 665):

- The model of the bus will have been tested at a bus testing facility approved by FTA; and
- It will have received a copy of the test report prepared on the bus model.

Signature, title

Date

RELOCATION

Proposer hereby certifies that it will comply with all required provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, and will not require the displacement of families, individuals, business concerns, or non-profit organizations.

Signature, title

Date

ASSURANCES REQUIRED FOR PROJECTS INVOLVING REAL PROPERTY

The Proposer must provide the following assurances in connection with each application for Federal assistance to acquire (purchase or lease) real property.

A. Relocation and Real Property Acquisition Assurance

As required by U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," at 49 CFR 24.4, and sections 210 and 305 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. 4630 and 4655, the Proposer assures that it has the requisite authority under applicable state and local law and will comply with the requirements of the Uniform Relocation Act, 42 U.S.C. 4601 et seq., and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24 including, but not limited to the following:

- The Proposer will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24;
- The Proposer will provide fair and reasonable relocation payments and assistance required by 42 U.S.C. 4622, 4623, and 4624; 49 CFR part 24; and any applicable FTA procedures, to or for families, individuals, partnerships, corporations or associations displaced as a result of any project financed with FTA assistance;
- The Proposer will provide relocation assistance programs offering the services described in 42 U.S.C. 4625 to such displaced families, individuals, partnerships, corporations or associations in the manner provided in 49 CFR part 24 and FTA procedures;
- Within a reasonable time before displacement, the Proposer will make available comparable replacement dwellings to displaced families and individuals as required by 42 U.S.C. 4625(c)(3);
- The Proposer will carry out the relocation process in such a manner as to provide displaced persons with uniform and consistent services, and will make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin; and
- In acquiring real property, the Proposer will be guided to the greatest extent practicable under state law, by the real property acquisition policies of 42 U.S.C. 4651 and 4652;
- The Proposer will pay or reimburse property owners for necessary expenses as specified in 42 U.S.C. 4653 and 4654, understanding that FTA will participate in the Proposer's costs of providing those payments and that assistance for the project as required by 42 U.S.C. 463 1;
- The Proposer will execute such amendments to third party contracts and sub-agreements financed with FTA assistance and execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement the assurances provided herein, and;
- The Proposer agrees to make these assurances part of or incorporate them by reference into any third party contract or sub-agreement, or any amendments thereto, relating to any project financed by FTA involving relocation or land acquisition and provide in any affected document that these relocation and land acquisition provisions shall supersede any conflicting provisions.

B. Flood Insurance Coverage

As required by section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4012a(a), the Proposer assures that in the course of implementing each project financed with Federal assistance, the Proposer will obtain appropriate insurance for any real estate acquired or construction undertaken thereon within any special flood hazard area as identified by the Federal Insurance Administrator. The Proposer understands that such insurance is available in the participating area through the U.S. Federal Emergency Management Agency's National Flood Insurance Program.

C. Seismic Assurance

As required by U.S. DOT regulations, "Seismic Safety," 49 CFR 41.117(d), the Proposer assures that before it accepts delivery of any building financed with Federal assistance provided by FTA, the Contractor will obtain a certificate of compliance with the seismic design and construction requirements of 49 CFR part 41.

Signature, title

Date

DRUG AND ALCOHOL TESTING COMPLIANCE

The Proposer shall provide an FTA-compliant drug/alcohol-testing program that will include pre-employment, random, reasonable suspicion, post-accident, return to duty and follow up testing and training for safety sensitive employees.

The Proposer's drug and alcohol testing program shall comply with the Federal Transit Administration's (FTA) 49 CFR Part 655, as amended (Prevention of Alcohol Misuses and Drug use in Transit Operations) and produce any documentation necessary to establish its compliance with 49 CFR Parts 655, as amended (Prevention of Alcohol Misuses and Drug use in Transit Operations) and 49 CFR Part 40, as amended (Procedures for Workplace Drug and Alcohol Testing Programs).

The Proposal/Contractor must permit any authorized representative of the United States Department of Transportation, Ohio Department of Transportation or The Board of Miami County Commissioners to inspect the facilities and records associated with the implementation and administration of the drug and alcohol testing program.

The Proposer/Contractor agrees further to certify annually its compliance with the Parts 655, as amended before entering into a contract with the Board of Miami County Commissioners and to submit the U.S. DOT Drug and Alcohol Testing MIS Data collection Forms (MIS) reports as required to certify compliance.

Signature, title

Date

X. ATTACHMENT 1

Cost Proposal (Required): Integrated Operations-Plus-Maintenance

The Board of Miami County Commissioners requires that all Proposers submit this operations-plus-maintenance integrated package cost proposal.

Unit Cost				
Item	FY 2017	FY 2018	FY 2019	FY 2020
Proposed cost per vehicle hour (1)				
Proposed cost per dispatcher and scheduler hour				
Proposed cost per attendant-hour (1)				
Annual budgeted vehicle hours (2)				
Annual budgeted attendant-hours				
Proposed annual cost of vehicle-hours (3)				
Proposed annual cost of attendant hours (4)				
Proposed annual cost of dispatcher and scheduler				
Proposed total annual cost				

(1) All costs are unit costs and include total costs allocated onto the unit; all vehicle-hour and attendant-hour unit costs are valid for +/- 15% of the units specified in the RFP; the +/- 15% range takes into account the need to add or delete service and vehicles in order to run the service; service changes beyond the +/-15% range may require a renegotiation of the unit cost; all vehicle-hours are revenue + nonrevenue vehicle-hours 5 assuming deadhead is calculated from a location near the heart of Troy; all attendant-hours are revenue + non-revenue vehicle-hours, assuming deadhead is calculated from a location near the heart of Troy, but do not include prep time [2] specified in this RFP, [3] equals proposed cost per vehicle-hour X annual budgeted vehicle-hours [4] equals proposed cost per attendant-hour X annual budgeted attendant-hours, [5] equals sum of proposed vehicle-hour and attendant-hour costs

There shall be no contingent fees included in the cost proposal.

The cost proposal should not include the following items or services (that will be provided by The Board of Miami County Commissioners):

- cost of fuel for revenue vehicles
- promotion and marketing
- cost of procuring new revenue vehicles

The cost proposal should not include any passenger fare revenues collected, since such fares will be passed on directly to The Board of Miami County Commissioners.

Instead of submitting a single-variable [per vehicle-hour] unit cost, the Proposer may instead submit a 2-variable [fixed and variable per vehicle-hour] or a 3-variable cost model, as long as the Proposer and The Board of Miami County Commissioners can easily determine the total cost of the proposed service.

I hereby certify that this project budget covers all costs associated with the provision of services as specified in the Request for Proposals.

Signature, title

Date

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

_____ (the "Subdivision") has entered into a contract for the provision of goods and/or services with _____ (the "Provider"), an individual, partnership, unincorporated business, an association, a professional association, estate, trust, corporation, or business trust, the situs of the principal office and place of operations of which is located at _____.

The undersigned authorized agent of the Provider certifies on behalf of the Provider that all of the following persons, ID applicable, are in compliance with Divisions (I) and (J) of Section 3517.13 of the Ohio Revised Code with respect to all public officials who have or had authority to award that contract and all public officials who may authorize or receive goods and/or services under that contract:

- A. Myself;
- B. Each partner or owner of the partnership or association;
- C. Each shareholder of the association;
- D. Each executor or administrator of the estate;
- E. Each trustee of the trust;
- F. Each owner of more than twenty percent (20%) of the corporation or business trust;
- G. Each spouse of any of the above listed persons;
- H. Each child, between seven (7) and seventeen (17) years of age, or any of the above listed persons;
- I. Any political action committee associated with the partnership, the unincorporated business, the estate, the trust, the corporation, or the business trust; and,
- J. Any combination of the persons and entities identified in (A) through (I) above.

The undersigned certifies such compliance on and since _____ (and on the date the Subdivision and the Provider entered into the Contract referenced above if it has not been entered into fully by them). This certification shall be a part of the above-referenced Contract between the Subdivision and the Provider.

By: _____

AUTHORIZED REPRESENTATIVE

Date Signed: _____

WARNING

By signing this Certification of Compliance with Ohio Revised Code Section 3517.13, you are making a representation as to the truth of the statements contained herein. Making a false certification is a felony crime punishable by up to eighteen months in prison, and/or up to \$2,500.00 for an individual or \$7,500.00 for an organization. R.C. § 3517.992® (3).

MIAMI COUNTY PUBLIC TRANSIT SERVICE CONTRACT FOR THE PROVISION OF OPERATION AND MAINTENANCE BETWEEN THE MIAMI COUNTY COMMISSIONERS AND

BY AND BETWEEN the Board of Commissioners of Miami County, a political subdivision organized and existing under the laws of the State of Ohio, hereinafter referred to as BOARD, for the Miami County Public Transit Service, hereinafter referred to as MCT, and *****, hereinafter referred to as CONTRACTOR, and in accordance with the Proposal submitted for consideration in the provision of public transit services

WHEREAS, the BOARD and MCT wish to obtain the services of the CONTRACTOR for the operations and maintenance of the Miami County Public Transit Service as described in the Request for Proposals for the Operation and Maintenance of the Miami County Public Transit System Issued by the Miami County Board of Commissioners on ***** hereinafter referred to and included as Attachment A.

WHEREAS, it has been determined, by a review and tabulation of the bids submitted in accordance with this project that the CONTRACTOR’s submittal is considered the “Lowest and Best” proposal for the operation and maintenance of the Miami County Public Transit System.

NOW, THEREFORE, in consideration of the mutual covenants and promises stated herein, the BOARD and CONTRACTOR agree as follows:

1. **OF THE PARTIES-** CONTRACTOR and the BOARD are independent entities and neither is an authorized agent or representative of the other. No employer-employee or any other agency relationship is created hereby. Neither party shall have authority to make any contract in the name of the other or otherwise bind the other.
2. **SCOPE OF WORK.** First Transit Services shall perform the work described in Attachment A. There shall be no variation in the services provided, unless authorized by the BOARD in advance of any proposed changes. Any such proposed changes shall be submitted in writing to the BOARD or its representative no later than sixty (60) days prior to the change taking effect. In the event that any modifications are effected to the Agreements as provided hereunder, the CONTRACTOR shall conform to all the other terms of the contract. The contract and all attachments shall constitute the entire agreement between the BOARDS and First Transit Services. There shall be no verbal agreements or understandings.
3. **TERM.** **The term of this contract shall be for the three-year period January 2, 2017 through December 31, 2019. The BOARD may exercise its right to renew the contract for up to two additional one year renewals at the rates specified in Attachment B.**
4. **TERMINATION.** *The contract may be terminated, at the option of the COUNTY, with or without cause, upon sixty (60) days written notice to the CONTRACTOR, The CONTRACTOR shall be*

entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of termination.

5. **COMPLIANCE WITH SUBMITTED PROPOSAL AND SIGNED DOCUMENTS.** First Transit Services shall maintain compliance with all documents submitted, and included in the proposal provided to the BOARD. Specific reference is made herein to Section XII. Standard Contract Language, Certification and Assurances and the documents contained within that section.
6. **INDEPENDENT CONTRACTOR.** First Transit Services, and any providers, agents, and employees of First Transit Services shall act in performance of the contract in an independent capacity, and not as officers or employees or agents of the State of Ohio, or Miami County, Ohio.
7. **CONFLICT OF INTEREST.** *First Transit Services shall state that no person under its employ, who personally exercises any functions or responsibilities in connection with The BOARD or projects or programs funded by The BOARD, has any personal financial interest, direct or indirect, in the contract. First Transit Services further covenants that in the performance of the contract, no person having such conflicting interest shall be employed. Any such interest, on the part of First Transit Services or its employees, must be disclosed in writing to The BOARD.*
8. **PROVIDER'S OTHER SERVICES.** Nothing in this agreement shall limit the CONTRACTOR's right to provide services, or otherwise deal with any person during or after the termination of this agreement.
9. **WARRANTY FOR SERVICE.** The provider warrants that it will use its reasonable best efforts in the performance of the Agreement and that the Services will be of professional quality exceeding or conforming to the generally accepted professional practices, which are standard within the industry.
10. **LIMIT OF LIABILITY.** CONTRACTOR agrees to indemnify, hold harmless, and defend Miami County Public Transit, Miami County, the governing bodies of the same, the Board of Commissioners of Miami County, Ohio, and any and all officers, employees, and agents thereof ("Indemnified Parties") from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by any act, neglect, default, or omission of CONTRACTOR in the performance of this Agreement, except to the extent that such claim or demand arises from and is caused by the negligence or willful misconduct of any of the Indemnified Parties.
11. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provision shall in no way be affected or impaired.
12. **DISPUTE RESOLUTION.** Each party agrees that before any employee, agent or representative or the party files a claim or suit with a federal or state agency or court, it will provide thirty (30) days prior written notice to the other, and that, within such period, or longer if extended by mutual agreement, authorized representatives or the parties shall meet at least once in a good faith attempt to resolve the perceived dispute.
13. **NO HIRE.** Neither party shall solicit for employment the employees of the other, without the other's consent, during the term of this agreement.
14. **FORCE MAJURE.** Failure of a party to timely perform any obligation under this Agreement caused by the governmental restrictions, labor disputes, emergency, or other causes beyond the reasonable control of the party, and which could not have been avoided by the party's use of due care, shall not be deemed a breach of this Agreement, but rather, the other party may thereupon terminate this Agreement without further liability.

15. PROVIDER BILLING. The provider shall provide monthly billing of all trip activity in accordance with the terms and conditions as agreed to by the BOARD, MCT, and CONTRACTOR. Billing shall be delivered to the following address: MIAMI COUNTY TRANSIT, 2036 N Co Rd 25-A, Troy OH 45373.

16. PAYMENT FOR SERVICES. MCT shall execute payment for services through the standard BOARD processes upon receipt of billings, within thirty (30) days.

THE COUNTY agrees to pay, and the CONTRACTOR agrees to accept, in full payment for the performance of this Contract:

<u>Year</u>	<u>Fixed Cost per Month</u>	<u>Cost per Billable Hour</u>	<u>Est. Annual Cost</u>
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**Optional Contract Extensions at the discretion of the Miami County Board of Commissioners*

17. ENTIRE AGREEMENT. This Agreement and Attachment A shall constitute the complete and exclusive statement of the agreement between the BOARD and the CONTRACTOR, related to the subject matter hereof, and may not be altered except by amendment signed by the BOARD and the CONTRACTOR. Attached hereto, by reference, incorporated herein, and made part hereof are the proposal specifications related to the subject of this contract, as submitted by the CONTRACTOR, and final pricing agreements incident hereto.