REQUEST FOR PROPOSALS
MCI BUS OVERHAUL
COBB COUNTY DEPARTMENT OF TRANSPORTATION
SEALED BID #20-6517

The Cobb County Board of Commissioners is soliciting competitive proposals from qualified service providers for MCI Bus Overhaul for the Cobb County Department of Transportation.

Proposals shall be received **before 12:00 PM on April 23, 2020** at the Cobb County Purchasing Department located at 122 Waddell Street NE Marietta, Georgia 30060. Late bids will not be accepted.

**Written inquiries regarding this Request for Proposal must be addressed to:**

Cobb County Purchasing Department  
122 Waddell Street NE  
Marietta, GA  30060  
Fax:  770-528-8428  
Email:  purchasing@cobbcounty.org

An equipment review will be held on **March 26, 2020 at 9:00 AM** at the Transit Maintenance Facility, 431 Commerce Park Drive Marietta, GA 30060. Proposers should RSVP for the vehicle inspection to Thomas Pearson, Asset Manager, at Thomas.Pearson@cobbcounty.org or by calling 770-528-8828 so the County can plan for the group accordingly.

A pre-proposal meeting will be held on **March 27, 2020 at 10:00 AM** at the CobbLinc Paratransit Center, 431 Commerce Park Drive, Marietta, GA 30060.

Attendance is not mandatory for either the equipment review or the pre-proposal meeting but is strongly encouraged.

**The deadline for questions to be submitted is 5:00 PM on April 14, 2020.**

Proposers shall submit one (1) original, one (1) identical paper copy and ten (10) flash drive copies to the Cobb County Purchasing Department. **Each flash drive shall contain an identical, searchable PDF electronic copy.** One (1) hard copy of the Cost Proposal Form shall be submitted with each paper copy of the proposal response, but in a separate envelope clearly marked “Cost Proposal Form”, with the Proposer’s name clearly labeled on the outside.

No Contractors or entity comprising Contractors may submit more than one proposal under the same or different names or as part of multiple organizations. The County reserves the right to disqualify any Contractors or entity comprising Contractors that submit more than one proposal in response to this solicitation. Cobb County reserves the right to reject any or all proposal(s), to waive technicalities, and to make an award deemed in its best interest.
The following attachments **must** be returned as part of your proposal:

- Attachment A  References
- Attachment B  Cost Proposal
- Attachment E  Addendum Acknowledgement
- Attachment G  Debarment and Suspension
- Attachment H  Certification of Restrictions on Lobbying
- Attachment I  Letter of Intent
- Attachment J  DBE Participation Schedule
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SECTION I: INTRODUCTION

I.1 Purpose of the Request

The Cobb County Department of Transportation (“COUNTY”) seeks a qualified company to provide overhaul services in accordance with this RFP for eighteen (18) D-series 45-foot MCI buses.

This section of the RFP sets forth the general information to all potential Offerors to facilitate preparation of suitable proposals for the services identified in this RFP. Section II sets out the General Terms and Conditions applicable to this procurement. The Proposal Requirements are addressed in Section III of this RFP, while the COUNTY’s process for Selection of the Contractor and developing a contract are discussed in Section IV. The Schedule of Prices and Contract Deductions are presented in Section V, while General Specifications for the Overhaul are discussed in Section VI. Section VII contains the Technical Scope of Work that is required to be performed. Section VIII presents Quality Assurance, Inspection, Testing, Acceptance and Warranty Provisions. The requirements and process set forth therein shall be binding on all Offerors. Potential Offerors shall read and become thoroughly familiar with all sections of this RFP, so they are adequately informed of all provisions prior to beginning work on the vehicles. Offerors shall anticipate parts needs in advance, have necessary supplies and parts on hand, and verify correctness of all needed parts and supplies before beginning work on the vehicles.

Throughout this RFP the following terms apply:

- “Offeror” and “Prospective Contractor” are used interchangeably and mean vendors responding to this procurement
- “Successful Contractor” means the Offeror awarded a contract to perform the work that is the subject of this procurement
- “COUNTY” means the Cobb County Department of Transportation or its agent

I.2 Background Information

Cobb County operates a suburban public transportation agency located in Marietta, Georgia, adjacent to the city of Atlanta. The bus fleet currently consists of 121 total vehicles. Among its fleet are eighteen buses which the COUNTY purchased new and intends to have overhauled as a product of this procurement, specifically the D-series 45-foot MCI bus. The MCI vehicles are used for commuter express service in suburban and urban areas with lengthy highway travel in between. MCI vehicles are in service on average about 10 hours per day, of which close to half is spent deadheading (i.e., not carrying passengers); a detailed vehicle list can be found as Attachment C.

The purpose of the overhaul is to ensure vehicles are restored to near new OEM condition so they provide improved safety, reliability, appearance, comfort, and drivability. The COUNTY’s aim is to maintain its current fleet until the fleet can be replaced.

Since purchased new, these buses have been maintained by contracted service providers as an integral part of their bus operations contract with the COUNTY. The COUNTY retains an independent firm that conducts maintenance audits quarterly. Prospective Contractors are strongly urged to inspect the COUNTY fleet and attend the Pre-proposal Conference described herein before submitting bids, to get a first-hand account of the overall fleet condition and configurations.
I.3 Scope of Work

The COUNTY is seeking a firm to provide professional bus overhaul services. Sections VI, VII, and VIII detail the scope of work entailed.

I.4 Period of Contract

The term for this Contract shall begin with the execution of this Contract and end with the expiration of the last accepted overhauled bus’s warranty period. The actual work is expected to be accomplished as stated in Section VI.1 Pick Up and Delivery Schedule.

I.5 Type of Contract

The COUNTY expects to award a Standard Contract for Services.

I.6 Decision Not to Respond

Some recipients of this RFP may elect not to respond with a proposal for a variety of reasons. The COUNTY is very interested in learning whether problems with the solicitation process have discouraged responses, or whether there are other reasons.

Firms electing not to submit a proposal are asked to return the Statement of No Bid included in this package describing what factors led to the decision not to submit a proposal.

I.7 Pre-proposal Conference

A pre-proposal conference will be held at the date, time, and location shown on the cover page for this procurement. The Successful Contractor shall be held accountable for all labor, materials, and other issues identified at this meeting and within the RFP. This meeting will assist the COUNTY in providing the best information on its requirements and resources.

Questions for the meeting may be submitted in advance to the Cobb County Purchasing Department via email address: purchasing@cobbcounty.org or fax number (770) 528-1154. Please include the Bid # and Bid Title on the subject line of any communications. All questions and requests for clarifications sought by Prospective Contractors raised during the meeting will be answered in writing by the COUNTY and provided to attendees, in the form of an addendum, in advance of the proposal due date. Only those questions and clarifications asked at the meeting or presented to the COUNTY in writing will be considered relevant to this RFP.

Offerors will have the opportunity to inspect the designated buses at the COUNTY’s facility prior to submission of proposals. A detailed inspection of vehicles in the bus yard may be performed for a full day beginning at 9:00 AM on Thursday, March 26, 2020 when little if any maintenance work is being performed. Space will be made available inside the maintenance shop via mechanics’ pit and hydraulic lift. The COUNTY strongly encourages Offerors to fully avail themselves of the vehicle inspection and to attend the Pre-Proposal Conference. Prospective Contractors interested in inspecting buses are asked to contact the Asset Manager, listed on the cover sheet, via email or phone, at least one (1) week in advance to indicate their expected time of arrival at the COUNTY; please include the Bid # and Bid Title on the subject line of any communications.
I.8 Clarification of Terms

To ensure an impartial competitive process, questions and private communications with Prospective Contractors during proposal preparation and the evaluation period will not be accepted. All questions must be submitted in writing to the Cobb County Purchasing Department via email address: purchasing@cobbcounty.org or fax number (770) 528-1154. Please include the Bid # and Bid Title on the subject line of any communications. The deadline for questions is 5:00 PM on April 14, 2020. All questions and answers will be provided in the form of an addendum. Any revisions to the solicitation shall be made only in the form of an addendum issued by the COUNTY.

I.9 Timeline

The COUNTY anticipates following the timeline shown below. Changes, if any, will be communicated in the form of an addendum.

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
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<tbody>
<tr>
<td>March 13, 2020</td>
<td>RFP Issued</td>
</tr>
<tr>
<td>March 26, 2020</td>
<td>Vehicle Inspection 9:00 AM</td>
</tr>
<tr>
<td>March 27, 2020</td>
<td>Pre-proposal Conference 10:00 AM</td>
</tr>
<tr>
<td>April 14, 2020</td>
<td>Deadline for Questions 5:00 PM</td>
</tr>
<tr>
<td>April 23, 2020</td>
<td>Proposal Deadline Before 12:00 PM</td>
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SECTION II: GENERAL TERMS AND CONDITIONS

II.1 Proposal and Contract Requirements

Federal funds will be used for this contract. Accordingly, all applicable federal and state requirements will apply. Prospective Contractors are expected to become familiar with these requirements and should not submit proposals if unable to execute a contract containing such provisions.

The COUNTY will provide a contract for execution by the Successful Contractor. A sample contract containing these provisions is included as Attachment L. Successful Contractors will not use their own standard contracts for this engagement. As Federal requirements are subject to change, the Successful Contractor is responsible for complying with the most current regulations. The Successful Contractor agrees that the most recent of such Federal requirements will govern the administration of the contract at any particular time during the contract’s performance, unless the COUNTY issues a written determination otherwise.

II.2 Obligation of Prospective Contractor

By submitting a proposal, the Prospective Contractor agrees that it has satisfied itself from a personal investigation of the conditions to be met, that the obligations herein are fully understood, no claim may be made, nor will there be any right to cancellation or relief from the contract because of any misunderstanding or lack of information. Schedule adherence will be of utmost importance in the performance of these services.

II.3 Qualification of Offerors

The Prospective Contractor must demonstrate to the satisfaction of the COUNTY that it has the necessary experience, skilled personnel, and financial resources to perform the services required under this solicitation and that at time of contract award must be prepared to meet all requirements.

Qualified Offerors shall have substantial recent experience in providing similar services to those that the COUNTY is requesting and will meet the following requirements:

- Have extensive recent experience working under contract overhauling public transit buses.
- Receive high praise from past clients for quality of work, timely delivery, and fair and equitable handling of change orders and warranty claims.
- Employ, or have the ability to hire, the necessary complement of personnel to complete all buses in the specified time.
- Demonstrate that personnel are adequately trained and certified to work on all facets of bus overhauls.
- Provide evidence of a robust quality assurance program designed to ensure thorough, consistent, and top-quality overhauls.
- Have a well-equipped facility and staff large enough to simultaneously overhaul multiple COUNTY buses.
- Have prior successful experience with projects of similar size and scope.

The COUNTY may make such reasonable investigations as deemed proper and necessary to determine the competency and financial stability of the Offeror to perform the contract. The Offeror shall furnish to the COUNTY such information and data for this purpose as may be requested. The COUNTY reserves the right to inspect the Prospective Contractor’s physical facility prior to award to satisfy questions regarding the Prospective Contractor’s capabilities.

If, after the investigation, the evidence of competency and financial stability is not satisfactory, in the sole opinion of the COUNTY, the COUNTY reserves the right to reject the proposal.

### II.4 Additional Information

The COUNTY reserves the right to ask any Prospective Contractor to clarify its offer.

### II.5 Qualification Acceptance Period

The proposal and any modification thereof shall be binding upon the Prospective Contractor for 180 calendar days following the proposal due date. Any proposal for which the Prospective Contractor shortens the acceptance period may be rejected. At the end of that time, the Prospective Contractor may retract its proposal by giving written notice to the COUNTY.

### II.6 Delays in Award

Delays in award of a contract, beyond the anticipated starting date, may result in a change in the contract period indicated in the solicitation. If this situation occurs, the COUNTY reserves the right to award a contract covering the period equal to or less than the initial term indicated in the solicitation.

### II.7 Award for All or Part

Unless otherwise specified, the COUNTY may, if it is in the best interest of the COUNTY to do so, award all or part of the proposal to any Prospective Contractor whose proposal is the most responsible and responsive and whose proposal meets the requirements and criteria set forth in the Request for Proposal with respect to the items in question.
II.8 Rejection of Proposals

The COUNTY expressly reserves the right to reject any or all proposals or any part of a proposal, and to re-solicit the services in question, if such action is deemed to be in the COUNTY’s best interest. The COUNTY will not compensate Offerors for the cost of proposal preparation whether or not an award is consummated.

II.9 Single Proposal

If a single conforming proposal is received, a price and/or cost analysis of the proposal shall be made by the COUNTY. A price analysis is the process of examining and evaluating a prospective price without evaluation of the separate cost element. It should be recognized that a price analysis through comparison to other similar contracts should be based on an established or competitive price of the elements used in the comparison. The comparison shall be made to the cost of similar projects and involve similar specifications.

II.10 Protest of Award

Protests concerning the County's purchasing policies, contract requirements, specifications, the bidding procedure, or the contract award, or any other request for explanation or clarification must be submitted in writing to the attention of the Purchasing Director and must include the following information:

- The name and address of the protester.
- The name and telephone number of the protester's contact person having responsibility.
- A complete statement of the grounds of the protest with full documentation of the protester's claim.

The Purchasing Director will notify the Transit Division Manager of all protests related to FTA funded purchases.

II.10.1 Pre-award Protests

Pre-award protests must be received by the County no less than ten (10) working days before the scheduled bid/proposal opening. The Purchasing Division will respond to protests in writing and render its final decision at least five (5) working days prior to the bid/proposal opening. The Transit Division will report such protests to the FTA regional office.

II.10.2 Post-award Protest

Post-award protests must be received no later than five (5) working days after notification of the award bid/proposal. Post-award protests may only be accepted from bid/proposal responders. The Purchasing Division will have ten (10) working days after receipt of the formal protest package to evaluate and issue a response. The Transit Division will report such protests to the FTA regional office.

II.10.3 Disputes

It is the responsibility of the County to settle contract issues and disputes including resolving all contractual and administrative issues arising from third party contractors. All FTA funded contracts
that exceed $100,000 will include a disputes clause as necessary including administrative, contractual, or legal remedies for violations of contracts by third party contractors. The County shall utilize good administrative practices and sound business judgement in resolving contract disputes.

The FTA has a vested interest in the settlement of disputes, defaults, or breaches involving any federally assisted third party contract. Although FTA does not become involved in the negotiation of a claim, the FTA may review the reasonableness of a negotiated settlement for the purpose of determining the extent of its participation in the settlement. The Transit Division must comply with the project management and notification guidelines of FTA Circular 5010.1 and 4220.1 (latest revisions) in processing contractor claims and disputes against FTA funded contracts.

II.10.4 Appeals to the FTA
The County is committed to using good sound administrative practices and business judgements, as well as professional ethics. Reviews of protests by FTA will be limited to alleged failure by the County to have followed proper protest procedures, or its failure to review a complaint or protest. Protesters dissatisfied with the County’s final decision may appeal to FTA regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation.

II.10.5 Protest Policy
The County procurement policy and procedures for the administrative resolution of protests is set forth in County Purchasing Ordinance, Purchasing Procedures including Appendix B: Federal Transit Authority (FTA) Funding Project Procedures. The Procurement document contains rules for the filing and administration of protests. The Contract Administrator shall furnish a copy upon request.

Chapter VII, Sec. 1.b. of Federal Transit Administration (FTA) Circular 4220.1 F addresses protests where federal funds are involved. FTA will only review protests regarding the alleged failure of the grantee to have a written protest procedure; an alleged failure to follow such procedure; or violations of Federal law or regulation. A protestor must exhaust all administrative remedies with the Commission before pursuing a protest with FTA.

II.11 Debarment Status
By submitting this proposal, the Prospective Contractor further certifies that it is not debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracts with the federal government, and that it will refrain from awarding any subcontract to a debarred or suspended subcontractor. In addition, Successful Contractors agree to comply with the requirements of Executive Orders No. 12549 and 12689, "Debarment and Suspension," 31 USC Section §6101 note; and U.S. DOT regulations, “Government Debarment and Suspension (Non-procurement),” within 49 CFR Part 29.

For all contracts, the prospective contractor shall submit to the COUNTY a signed “Certification of Primary Participants Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion,” (Attachment G) and shall require all subcontractors to submit to the prospective contractor and the COUNTY such signed certifications.
II.12 Disadvantaged Business Enterprise (DBE)

Each Prospective Contractor is required to submit the Disadvantaged Business Enterprise (DBE) Form (Attachment J) to the COUNTY along with its proposal. This submission does not necessarily require the Prospective Contractor to utilize DBEs in the performance of the contract. Where it is practicable for any portion of the awarded contract to be subcontracted, the contractor is encouraged to offer such business to minority and/or women-owned businesses. All proposed DBEs must be certified by the U.S. DOT, another federal agency using essentially the same definition and ownership and control criteria as DOT, or another recipient of DOT funds or Georgia Department of Transportation. If the Prospective Contractor is not itself a DBE nor does it plan to utilize an authorized DBE, the Prospective Contractor shall write "No DBEs" on the DBE form and submit with the response.

The Successful Contractor and its subcontractors agree to ensure that disadvantaged business enterprises as defined in 49 C.F.R. Part 26 have a level playing field on which DBEs can compete fairly and participate fully in contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, the COUNTY and its contractors shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that disadvantaged business enterprises have a level playing field to compete for and perform contracts.

The COUNTY and its contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts. The Successful Contractor cannot terminate a DBE subcontractor for convenience and then perform that work with its own forces or its affiliate. Failure by the contractor or his/her subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the COUNTY deems appropriate.

The Successful Contractor shall be required to submit a schedule of DBE use and payments made to DBEs on a monthly basis as determined by the COUNTY. The contractor is required to maintain records and documents of payments to DBEs for three years following the performance of the contract and will make these records available to the COUNTY upon request.

The Successful Contractor, its agents, employees, assigns or successors, any persons, firms, or agency of whatever nature with whom it may contract or make agreement, in connection with the contract shall cooperate with the COUNTY in meeting its commitment and goals with regard to the creation of a level playing field of disadvantaged business enterprises. The parties to the contract shall use their best efforts to ensure that disadvantaged business enterprises shall have a level playing field to compete for subcontract work under this contract.

Reference: Federal Regulation Sec. 49 CFR 26.49
II.13 Prohibition Against the Use of Federal Funds for Lobbying

The Contractor and all subcontractors agree to comply with the provisions of 31 U.S.C. § 1352, which prohibit the use of federal funds for lobbying any official or employee of any federal agency, or member or employee of Congress; and requires the recipient to disclose any lobbying of any official or employee of any federal agency, or member or employee of Congress in connection with federal assistance. In addition, no federal assistance funds shall be used for activities designed to influence Congress or State Legislature on legislation or appropriations, except through proper, official channels. The Contractor shall comply and assure the compliance of subcontractors at any tier with U.S. DOT regulations, “New Restrictions on Lobbying,” 49 C.F.R. Part 20.

For contracts of $100,000 or more, the Contractor shall submit to the COUNTY a signed “Certification of Restrictions on Lobbying,” (Attachment H) and shall require all subcontractors with contracts of $100,000 or more to submit to the Contractor and the COUNTY such signed certifications.
SECTION III: PROPOSAL REQUIREMENTS

All information requested and required by this RFP must be supplied in writing in order for the COUNTY to consider the proposal complete.

III.1 Effect of Proposal Submission

Submission of a proposal shall constitute agreement to include the provisions contained in this RFP and/or in the Offeror’s proposal in any contract negotiated between the parties unless an exception or clarification specifically refers to the applicable objective or specification included in the Scope of Work.

By submitting a proposal, the Offeror also agrees that it is satisfied from its own investigation of the conditions and requirements to be met, that it fully understands their obligation, and that it will not make any claim for or have the right to cancellation of or relief from the contract because of any misunderstanding or lack of information.

III.2 Due Date and Copies Returned

Responses are due no later than the date and time shown on the cover page of this procurement document. Proposals received by the COUNTY after the date, time and location prescribed shall not be considered for contract award and shall be returned unopened to the Offeror.

III.3 Proposal Submission

Proposers shall submit one (1) original, one (1) identical paper copy and ten (10) flash drive copies to the Cobb County Purchasing Department by the due date/time listed on the cover page of this document. Each flash drive shall contain an identical, searchable PDF electronic copy. One (1) hard copy of the Cost Proposal Form shall be submitted with each paper copy of the proposal response, but in a separate envelope clearly marked “Cost Proposal Form”, with the Proposer’s name clearly labeled on the outside. Submissions shall be clearly labeled for identification with the Bid # and Bid Title on the outside of the package (use enclosed label).

III.4 Proposal Format Instructions

The COUNTY will follow the evaluation process and selection criteria described in Section IV of this RFP. To enhance this process and provide each firm an equal opportunity for consideration, adherence to a standardized proposal format is required.

The Offeror is to strictly follow the proposal outline/format provided below.

The format of each proposal must contain the following elements organized into separate parts and subsections:
Part 1: Understanding County’s Requirements

Part 2: Work Plan and Timetable

Part 3: Project Team Qualifications and Experience

Part 4: Similar Work Experience and References

Part 5: Cost Proposal

Part 6: Other Required Forms

These elements parallel the basis of the COUNTY’s proposal evaluation criteria. The COUNTY is not responsible for failure to locate, consider, and evaluate qualification factors presented outside of this format. The following paragraphs provide guidelines to each Offeror for information to include in the proposal.

Additional information may be provided if absolutely pertinent; however, the information requested and detailed below is to be provided. Failure to provide the information requested and detailed below may be regarded as a non-responsive bid.

Part 1: Understanding COUNTY’s Requirements

This section shall confirm that the Offeror understands this RFP and the planned project. The Offeror:

- Shall outline the scope of the proposed project and the requested product deliverables.

- May comment on any aspect of the RFP and sample contract including suggestions on possible alternative approaches and exceptions to the RFP and contract requirements. Any alternative approaches and exceptions must be itemized in an Alternative Approaches and Exceptions Letter. Details concerning same must be clearly presented by an easily recognizable and unique typeface (e.g., bold, larger font, italics, different font, strikethrough, or some combination). “Alternative approach” means the Offeror is prepared to comply if the proposed change is not acceptable to the COUNTY while “exception” means the Offeror is not accepting of the RFP provision. Offeror’s should be mindful of the possibility that exceptions the COUNTY ends up rejecting could adversely affect the evaluation. Each alternative approach and exception will be considered by the COUNTY as to degree of impact and total effect on the proposal. In the absence of any such proposed alternatives and exceptions, the RFP terms as presented will be applicable.

- Shall clearly reference the specific sections of this document for any exceptions and additions.

- Shall clearly state the rationale for each exception and addition.

- Shall clearly address the financial impacts of any proposed exceptions, additions and/or deletions.

Part 2: Work Plan and Timetable

In this section, the Offeror shall describe in detail how it plans to conduct this project and the timeline it intends to follow. The Offeror shall:
• Present a work plan that clearly explains how it will manage and control all proposed activities and the resulting timetable from first taking possession of the vehicles, including but not limited to:
  o The removal, disassembly, cleaning, and component/subsystem inspection and testing processes;
  o Evaluation and determination of any repairs or work elements required which are outside of the scope of work;
  o Determining whether parts and components shall be repaired or replaced;
  o The ordering process for parts and component replacements to maximize work efficiency and minimize delays;
  o Adherence to the individual bus and overall project schedule;
  o Explanation of quality control throughout the process;
  o Plan to ensure completed buses presented to the Resident Inspector are defect free and ready to ship;
  o Final vehicle inspections;
  o Delivery logistics; and
  o How the Offeror plans to provide after-sales services through the completion of the warranty period.

• Describe the project management, administrative processes, and communication protocols for this project, and explain how they will ensure that work is performed as proposed.

• Describe the full range of the following processes, in compliance with requirements appearing in Section VIII Quality Assurance, Inspection, Testing, and Warranty:
  o Quality control/quality assurance measures,
  o Inspection procedures, and testing methods

• Clearly distinguish tasks the Offeror will undertake as distinct from those that are the COUNTY’s responsibility. Absence of this distinction will mean the Offeror is fully assuming responsibility for all tasks.

• Present the staffing level(s) required to complete each task, as well as the relative effort that each member of the proposed project team will devote to the project.
Include a task-by-task timetable showing the schedule of the time required to complete the project. It is the Offeror’s responsibility to anticipate lead times in ordering parts and to develop the timeline accordingly. The timetable shall include but not be limited to discussing:

- Documentation and/or authorizations that will be required from the COUNTY,
- Lessons learned from prior similar scope and depth projects that may enhance this project.
- Anticipated problem areas, and
- Proposed solutions to the problem areas.

The Work Plan must be completely in sync with Section VI General Specifications for Coach Overhaul, Section VII Technical Scope of Work, and Section VIII Quality Assurance, Inspection, Testing, and Warranty and any exceptions or additions identified in Part 1 above so as to avert contradictions.

**Part 3: Project Team Qualifications and Experience**

This section shall demonstrate to the COUNTY that the Offeror has the capabilities to perform the requested scope of services and has assembled a team that is qualified to execute the contract.

At a minimum, the proposal shall:

- Summarize the organizational structure and size of the company.
- Indicate whether or not the company has an organized practice addressing the requested scope of services, area covered, who formally heads that practice, and where that person is located.
- Outline and briefly discuss the scope of services provided and the approximate percentage of the total business devoted to the type of services requested in this RFP.
- Provide an organizational chart for this project.
- Describe the functional discipline and responsibilities of project team members.
- Provide a resume of prior successful experience for staff that will be responsible for managing the technical workforce and enforcing quality workmanship and schedule adherence.
- Designate a Project Manager.
- Provide resumes for each of the proposed team members including technicians.
- Include minimal hiring qualifications for each category of employee proposed to work on this project.
• For each technician, provide a listing of certifications in the following areas:
  o EPA refrigerant handling
  o Welding
  o ASE (identify current certifications for all areas and whether they are automotive, truck or bus)
  o Paint and Bodywork

• Include a description and pictures and/or video of the principal facility and equipment to be used in this project.

• Provide a description of the equipment to be used in application of undercoating.

• Provide an explanation of how dirt particle intrusion to paint will be prevented.

• Provide an explanation of how the newly refinished interior floors will be protected during the remaining overhaul process.

• Clearly state if Offeror is proposing to subcontract any of the work herein. If subcontracting is proposed:
  o Describe the proposed role(s) in detail, and
  o Include the same information requested above for the subcontractor(s).

Part 4: Similar Work Experience and References

This section of the proposal shall describe the Offeror’s experience with similar projects.

• Using the form labeled Attachment A References, the Offeror shall provide a list of, at a minimum, five (5) contracts that are similar in service type, size, scope and complexity within the past five (5) years.

• The Offeror shall also use Attachment A to provide five (5) references each for any proposed subcontractor. Be sure to clearly note which forms are for the Offeror and which pertain to subcontractors.

• A complete list of all contracts worth over $1,000,000 performed over the past five (5) years or currently being performed will also be submitted and shall include firm name, a brief description of the work performed (including general scope of work and number/make/model/vintage of vehicles), total cost of the contract, contract dates, and a current contact.

Part 5: Cost Proposal (Packaged and Sealed Separately)

Offerors shall complete Attachment B Cost Proposal in its entirety. Cost Proposals must be packaged and sealed separately from the Technical Proposals and must be clearly marked “Cost Proposal.”
Attachment B Part 1 contains the Base Cost and Option Items per coach and for 18 coaches.

Attachment B Part 2 contains Itemized Costs for Change Order Items per coach and for 18 coaches.

When evaluating cost, the COUNTY will consider the Base Cost per Bus plus all other costs. The contract award will be a not to exceed amount to include Base Cost, plus exercised options, as well as 20% of itemized costs for change orders.

Offerors will note, for Attachment B Part 2, Itemized Cost, Change Orders, and parts and labor costs to replace any of these items shall be net of the cost to repair, if the cost of such is already included in the Base Cost proposal.

Offerors will also note the same when preparing “Add-on” Cost Proposals. The cost of each “Add-on” shall only include incremental parts and labor costs, those costs above and beyond those already allotted for meeting the requirements of each section requesting an “Add on.”

While the COUNTY will assist Offerors with parts lists to the extent possible, it is the Offeror’s responsibility to obtain accurate parts lists and prices from manufacturers, and the COUNTY shall in no way be liable for missing parts or inaccurate part numbers.

See Section V Schedule of Prices and Contract Deductions for additional important information needed to develop cost proposals.

Part 6: Other Required Forms

In addition to Attachment A References and Attachment B Cost Proposal, the following forms must be included with the Offeror’s proposal:

- Attachment E   Addendum Acknowledgement
- Attachment G   Certification Regarding Debarment and Suspension
- Attachment H   Certification of Restrictions on Lobbying
- Attachment I   Letter of Intent
- Attachment J   DBE Participation Schedule
- Attachment K   E-Verify Contractor Affidavit and Agreement
SECTION IV: SELECTION OF CONTRACTOR

IV.1 Approving Authority

The Approving Authority for this RFP is the Cobb County Board of Commissioners, and the authority to approve acquisition is contingent upon appropriation of funds for the total amount of the Contract within each fiscal year.

IV.2 Selection Committee

For this RFP, the COUNTY will appoint a Selection Evaluation Committee (SEC) to review and evaluate all proposals received. In turn, the SEC will make its recommendation for selection of the top ranked firm to the Cobb County Board of Commissioners, who have the sole authority to make the final determination as to the award of the project. Members of the Selection Committee may include the assigned County Liaison, select Cobb DOT staff representing various divisions, Purchasing, and staff from other County Departments, which may include Senior Services, Communications, Planning, and others as assigned by the County.

IV.3 Basis for Award

The COUNTY intends to award a contract to the Offeror(s) whose proposal(s) conform(s) to the solicitation and is determined to be the most advantageous to the COUNTY, taking into consideration factors set forth below. Accordingly, the COUNTY may not necessarily make an award to the Offeror with the highest technical ranking nor award to the Offeror with the lowest cost proposal if doing so would not be in the overall best interest of the COUNTY.

To be eligible for the contract award, a proposal must meet all of the following criteria:

- The proposal submitted is responsive to the solicitation.

- The proposal shall be considered responsive if it conforms in all material aspects to the requirements of the solicitation at the scheduled time of submission and does not require further discussions with the Offeror.

- It shall be at the sole discretion of the COUNTY to determine if a proposal conforms in all material aspects to the requirements of the solicitation and if the Offeror who submitted the proposal is a responsible Offeror.

- An Offeror shall be considered responsible if the Offeror possess, at the time of contract award, the ability to perform successfully and a willingness to comply with the term and conditions of the proposed contract (attached as Part 2-Pro Forma Contract to this RFP.)
Based on the results of the preliminary evaluation and, at the SEC’s sole discretion, the highest rated firm(s) may be invited to make oral presentations. Such presentations may include, but are not necessarily limited to, explanations of the proposed approach, Work Plan, and qualifications of the firm. The SEC will then conduct a final evaluation of the firm(s). The COUNTY will not be financially responsible for Offeror’s proposal preparation, subsequent interviews or presentations.

The award shall be made to the responsive and responsible Offeror whose offer conforms to the solicitation and is most advantageous to the COUNTY, cost and other factors considered. For this solicitation, technical quality is more important than cost. As proposals become more equal in their technical merit, the evaluated cost becomes more important.

**IV.4 Evaluation Criteria**

Proposals determined to be responsive and that were submitted by responsible Offerors shall be further evaluated by the SEC to determine the proposal that is most advantageous to the COUNTY. To determine the most advantageous proposal to the COUNTY, the SEC will rank the proposals taking into consideration the following criteria, as explained by the Offeror in their submittal:

<table>
<thead>
<tr>
<th>Points</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>DBE Good Faith Efforts</td>
</tr>
<tr>
<td>10</td>
<td>Cost Proposal</td>
</tr>
<tr>
<td>15</td>
<td>Understanding County’s Requirements</td>
</tr>
<tr>
<td>20</td>
<td>Work Plan and Timetable</td>
</tr>
<tr>
<td>20</td>
<td>Similar Work Experience and References</td>
</tr>
<tr>
<td>30</td>
<td>Project Team Qualifications and Capabilities</td>
</tr>
</tbody>
</table>

In order for the SEC to adequately evaluate respective proposals, Offerors are encouraged to provide clear and concise information that responds distinctly to the information requested. Offerors are cautioned against the insertion of superfluous information.

The SEC may choose to invite selected Offerors to make presentations and participate in interviews with the committee prior to completing its ranking of proposals. It shall be at the sole discretion of the SEC as to whether it will conduct interviews and as to how many and which Offerors will be invited to make presentations and participate in interviews with the committee.

Proposals shall be submitted initially on the most complete and favorable terms from a technical standpoint. Should proposals require clarification and/or supplementary information, firms shall be prepared to submit such clarification and/or supplementary information, in a timely manner, when so requested. The COUNTY may arrange for discussion with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

The SEC may make reasonable investigations it deems proper and necessary to determine the ability of the firm to perform the work. The SEC and/or its representative(s) reserve the right to inspect the firm’s physical premises prior to award to satisfy questions regarding the firm’s capabilities. If site visits are made, the COUNTY may elect to have Offerors make oral presentations at that time.
In addition to the terms and provisions set forth in Section II.8 Rejection of Proposals, after review and evaluation, and based on its sole discretion, the COUNTY reserves the right to reject any or all proposals received in response to this request and will not compensate Offerors for the cost of proposal preparation whether or not an award is made.

**IV.5 Notification of Award**

All Offerors will be notified in writing, electronically or otherwise, as to the selection of a contractor for this project.

**IV.6 Prime Contractor**

The Successful Contractor will be required to assume full responsibility for the complete effort as required by this RFP whether work is performed by the Successful Contractor or subcontractors. The Successful Contractor shall be the sole point of contact regarding all contractual responsibilities.

The COUNTY also reserves the right to contract with more than one firm for specific aspects of the RFP if in the COUNTY’s best interest.

**IV.7 Contract Development**

Once a contractor is tentatively selected based on the Evaluation Criteria, the COUNTY reserves the right to negotiate further with the selected contractor to achieve a binding price and agreement on contract terms.

Offerors are reminded that the Sample Contract, Statement of Work (SOW), and attachments will form the basis of the contract negotiations phase between the COUNTY and the selected contractor. Accordingly, the proposal shall be written in a concise, forthright manner, and respond in the manner described in Section III Proposal Requirements of the RFP. The COUNTY reserves the right to incorporate all statements and claims made in the proposal (including any attachments) in the final contract.

If a satisfactorily proposed contract cannot be negotiated with the highest ranked contractor, negotiations will be formally terminated. Negotiations shall then be undertaken with the contractor ranked second highest, and so on. The Selection Evaluation Committee will make appropriate recommendations to the Approving Authority prior to actual award of the contract.

**IV.8 Contingency of the Contract**

Award of the contract to the selected firm is contingent upon:

- The budget and appropriation of funds (if necessary); and

- The successful negotiation of contractual terms agreeable to both parties. Failure to achieve the foregoing will result in no award at this time.
IV.9 Standard Contract for Services

The COUNTY expects to enter into its “Standard Contract for Services” in a form substantially as attached hereto (Attachment L). The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiation of the final contract, and the COUNTY reserves the right to make changes to the Sample Contract. In no event is a proposer to submit its own standard contract terms and conditions as a response to this RFP.

IV.10 Notice to Proceed

A Notice to Proceed (NTP) shall be issued by the COUNTY Transit Division Manager or designee following execution of the Contract and receipt by the COUNTY of all required documents. Services shall begin until receipt of the NTP by the Successful Contractor.

IV.11 Acceptance, Invoicing, Billing Format and Payment

Tasks and all reports shall be conducted and completed in accordance with recognized and customarily accepted industry practices and shall be considered complete when the products are approved as acceptable by the COUNTY Contract Administrator.

The Successful Contractor shall submit invoices listing the services performed and completed to the COUNTY’s Accounts Payable Department. The invoice shall cite the Purchase Order number, Contract number, bus number, and date of the COUNTY’s acceptance.

The Successful Contractor shall invoice the COUNTY upon the COUNTY’s acceptance of each overhauled vehicle. The COUNTY will make payment to the contractor, net 30 days, or in accordance with discount terms, if offered, after receipt of a properly formatted and acceptably rendered invoice.
SECTION V: SCHEDULE OF PRICES & CONTRACT DEDUCTIONS

V.1 Schedule of Prices

As called for in Section III.5, Part 5 Cost Proposal, Attachment B Cost Proposal must be completed in its entirety. The following information is critical in preparing the Cost Proposal.

V.1.1 Cost Adjustments for Contract Options Exercised

Should the COUNTY elect to exercise “options” to overhaul additional units, the contract rates shall be adjusted based on the final published U.S. Department of Labor, Bureau of Labor Statistics Producer Price Index (PPI) for “Industry: Heavy Duty Truck Manufacturing, Product: Buses, Including Military and Firefighting Vehicles (Chassis of Own Manufacture) (Series ID: PCU3361203361203). For each “option”, the adjustment shall be computed based on the PPI for the month closest to the original contract award date compared to the most recent month when the COUNTY notifies the Contractor that it intends to exercise each “option” (e.g. May 2018 compared to July 2019).

The successful Offeror shall re-solicit engine and transmission quotes when and if the COUNTY elects to exercise “options”.

Regarding transporting buses, the Contractor may choose the PPI adjusted cost to transport “option” buses (assuming the COUNTY elects to have buses transported vs. driven) or to submit three (3) bids for comparable bus transporting. If the Contractor chooses to submit bids, the lowest cost bid shall be selected and the COUNTY shall reimburse the Contractor at that rate for transporting the “option” buses. Otherwise, the transport cost will increase by the PPI rate, as will the cost to drive buses, should the COUNTY select that mode.

V.1.2 Tax Exemption

Deliveries against the Contract shall be free of federal excise and transportation taxes as well as sales tax to the extent permitted by law. The COUNTY excise tax exemption registration number shall be furnished upon request. The COUNTY is exempt from the payment of any Federal excise tax and Georgia sales tax. However, when under established trade practice, any Federal excise tax is included in the list price, the Offeror may quote the list price and shall show separately the amount of Federal tax, as a flat sum, which shall be deducted by the COUNTY.

V.1.3 Vehicle Change Orders

The County desires to greatly reduce the number of change orders during the course of this project. Therefore, the Contractor is instructed to identify ancillary items including, but not limited to filters, component isolation mounts, hoses, fittings, etc. and include the cost for such items in their base proposal.
The County may elect for change order repairs to be performed only on one bus or on each overhaul candidate. For each change order the Contractor shall provide pricing for repair on one bus and pricing for affecting the repair on each overhaul candidate bus.

Due to the nature of work to be performed during the overhaul, various components and assemblies will have to be removed in order to perform the required work. Any of the foregoing items removed shall be re-installed after completion of the work performed.

Vehicle change orders shall consist of items identified in the Cost Proposal as “Itemized Costs for Change Orders” in Attachment B Part 2, which have been extracted from section VII. The cost for change order repairs shall be based on the Contractor’s cost of parts, the overhead rate applied to the parts cost (as indicated on the Part 1 Cost Proposal for “Extra Parts Overhead”) and the labor rate (as indicated on the Part 1 Cost Proposal as “Extra Labor Rate”) multiplied by the number of hours required to complete the additional work.

Each Vehicle Change Order shall be in the form of a written proposal, clearly indicating the nature of the change order, justification for it, potential impact to other bus components and systems estimated impact on timeline, and bus number(s) that the change order applies to. Photos and/or video may be included if helpful. Vehicle Change Orders shall also include complete itemized costs showing a breakdown of labor and parts. In cases where a Vehicle Change Order involves some amount of labor and parts already calculated to meet the requirements of the specification, those costs shall be itemized separately in the form of credits. The COUNTY will review each Vehicle Change Order and reserves the right to negotiate each on a case-by-case basis and to supply some or all parts needed for the change order (which it will ship to the Contactor at its own expense). In cases where the Change Order involves the Contractor having to ship a part or component to an outside vendor or any other location, the cost of the shipping shall be borne by the Contractor and not included in the Change Order. Approval for Vehicle Change Orders shall come only from the COUNTY.

The Successful Contractor shall endeavor to identify such Vehicle Change Orders during the vehicle intake inspection, or as early as otherwise possible, so as to eliminate/minimize delay arising from the extra repairs and time needed to procure parts that are not typically stocked as part of this overhaul project.

There may be cases where work specified in this document is not required, thereby resulting in a Vehicle Change Order credit.

Any other work beyond the scope of the Contract that results from this procurement shall be authorized by a “Contract Change Order” (see Attachment L Section II.2 Modifications or Changes to the Contract).

V.2 Contract Deductions

The COUNTY shall maintain the right to assess Contract Deductions (CDs) against the Successful Contractor, as set forth herein, based on the Successful Contractor’s failure to meet the established standards. It is hereby understood and agreed by the Offeror that time is of the essence for completion of this Contract. In the event of failure to comply with the project schedule specified in Section VI.1
Pick Up and Delivery Schedule, the COUNTY may assess CDs; except that if the work is delayed by any act, negligence, or default on the part of COUNTY, public enemy, war, embargo, fire or explosion not caused by negligence or intentional act of the Successful Contractor or his supplier(s) or by riot or sabotage. CDs are as follows and based on an increasing level of hardship/negative impact to the COUNTY, resulting from delays:

- $125 per bus for each and every weekday that buses are “delivered” after the required “acceptance” date, if the buses are delivered in first class condition, complete and ready for operation based on the final inspection at COUNTY properties.

- $375 per bus for each and every weekday that is needed to perform repairs on buses delivered before the required acceptance date, but not in first class condition, complete and ready for operation based on the final inspection at the COUNTY. The COUNTY may begin assessing this CD following written notification to the Successful Contractor of non-acceptance based on the final inspection at COUNTY properties.

- $500 per bus for each and every weekday that is needed to perform repairs, after the required “acceptance” date, on buses not delivered in first class condition, complete and ready for operation based on final inspection at the COUNTY. COUNTY may begin assessing CDs following written notification to the Successful Contractor of non-acceptance based on the final inspection at COUNTY properties.

On a case-by-case basis and upon receipt of a written request and justification for an extension from the Successful Contractor, the COUNTY may grant an extension. Simply conveying that the Successful Contractor is experiencing a delay does not constitute the COUNTY’s acceptance of such a delay.

V.3 Optional Pricing

The Contractor shall provide optional pricing for the following components or systems and their installation. The Contractor shall coordinate with County staff for any additional information required:

VII.3.1.4.1 Install Hanover destination signs to match the electronic signs across the fleet.

VII.3.2.1.4 Install a Sports Work luggage bay bike rack.

VII.3.6.1 Install USB/Outlets for each passengers seating area. Decals for this additional feature should be included in this option, to be placed at each location and on the outside of the bus at the entrance door. Exact installation location for the USB outlets and decals must be approved by the County or their designated representative.

VII.3.6.4 Install LED reading lights with new lenses.

VII.6.1.2 Install an EMP Power 535 alternator.

VII.6.1.4 All components, brackets and wiring necessary to retrofit electrical system to accept “optional” EMP alternator, installed using manufacturer’s specifications.
SECTION VI: GENERAL SPECIFICATIONS FOR OVERHAUL

VI.1 Pick Up and Delivery Schedule

Schedule is based on allocated funding over one award and two optional projects:

- Award: 18 2006 MCI D4500 Vehicles

Although funding is allocated in specific fiscal years for a certain number of buses, the COUNTY understands that the actual completion of buses could extend into the next fiscal year. In any case, the first two buses will serve as pilots and shall be picked up within two weeks of the COUNTY providing a notice to proceed, and both buses shall be delivered and accepted (see definition below) at the COUNTY within 14 weeks from date of pickup. Once the pilot buses have been delivered, additional MCI vehicles will be made available for the Successful Contractor to pick up. Buses shall be returned as soon as each is completed and shall be delivered and accepted within 12 weeks.

Only legitimate delays due to official holidays and COUNTY-approved change orders will suspend imposition of contract deductions. It shall be the responsibility of the Successful Contractor to determine how best to schedule buses to meet this schedule. The COUNTY anticipates that after completing the two pilots, the Successful Contractor will need to work on multiple buses simultaneously (a maximum of four at any given time). An example schedule is provided below.

Award (MCI 2006)

<table>
<thead>
<tr>
<th>2 Pilots</th>
<th>Pilot Review</th>
<th>4 MCI</th>
<th>4 MCI</th>
<th>4 MCI</th>
<th>4 MCI</th>
<th>18 Buses</th>
</tr>
</thead>
<tbody>
<tr>
<td>14 weeks</td>
<td>2 weeks</td>
<td>12 weeks</td>
<td>12 weeks</td>
<td>12 weeks</td>
<td>12 weeks</td>
<td>64 Weeks</td>
</tr>
</tbody>
</table>

The schedule for the Award will be mutually decided upon by the COUNTY and the Successful Contractor with the understanding that each bus when started will be completed within 12 weeks, with the exception of the pilot bus group for each Award.

The COUNTY will prioritize buses in need of rehab, allocating them to the Successful Contractor by need (i.e., immediate need of engine replacement) rather than by sequential bus number.

If a specific part cannot be procured and installed prior to the bus delivery and its absence will not prevent the bus from being used safely in revenue service, the COUNTY will consider whether it is willing to provisionally accept an unfinished bus on a case-by-case basis.
VI.2 Pick Up and Delivery Procedures

The Successful Contractor shall be responsible for insurance and safeguarding the vehicles from the point of pick up at the COUNTY through their completion and return to the COUNTY. Acceptance of delivery of the equipment shall not release the Successful Contractor from liability for faulty workmanship or material defects even after final payment has been made. Offerors shall provide costs for a) driving and b) transporting (trucking) the COUNTY buses. Transportation costs will be excluded from the RFP cost evaluation and may become part of the negotiation with the Offeror selected for the project. Ultimately, it will be at the COUNTY’s discretion to determine which transportation option to choose for each vehicle.

VI.3 Delivery and Acceptance

Time is of the essence in this Contract. The Successful Contractor shall carry out the work continuously and diligently until contract completion. All overhaul work must be completed and vehicles accepted by the COUNTY no later than described in the timetable as stated above, based on the Notice to Proceed. Delivery and acceptance of the overhauled buses shall occur in accordance with the terms and conditions set out below.

Overhauled buses furnished under this Contract shall be delivered to the COUNTY in first class condition, complete and ready for operation. The Successful Contractor shall assume all costs, responsibilities, and risk of loss incident to the delivery. Prior to delivery, every bus shall be thoroughly cleaned inside and outside and steam-cleaned underneath. Acceptance by the COUNTY shall occur only after final inspection by authorized employees or agents of the COUNTY. The COUNTY shall endeavor to notify the Successful Contractor within two (2) working days after delivery if the overhauled buses have or have not been accepted (extra time will be necessary if multiple vehicles are delivered at or around the same time). Written notification of non-acceptance shall be provided and will include details of deficiencies.

The Successful Contractor shall automatically authorize warranty repairs costing up to $1,500 per bus for overhauled buses delivered to the COUNTY that need repairs prior to being accepted and placed into revenue service, i.e., the COUNTY does not have to seek prior Successful Contractor approval to commence repairing minor items in an effort to expedite acceptance.

Offerors shall be aware that buses delivered with defects will not be accepted until defects are repaired. Past defects include, but are certainly not limited to, the following examples:

- Front bearings not packed with grease
- Rear air bags air lines not installed correctly
- Rear end tracking off
- Rear brakes incorrect, shoes loose on pins and hanging up causing brakes to get hot
• Front brake springs installed incorrectly (one spring in center instead of two springs on the sides), rubbing on hub assembly

• Air compressor intake hose not connected

• Failure to replace seat cushions

• Leaking fluid and air hoses and lines

• Poor paint quality

• Attention to detail including body paint and fit and finish items

• Paint overspray

• Integrity and contamination of AC system

• Loose and misadjusted seats

• Water leaks caused by inadequate water test equipment

ACCEPTANCE IS DEFINED AS WHEN THE BUS HAS BEEN DELIVERED TO THE COUNTY, ITS AGENT HAS INSPECTED AND APPROVED THE BUS FOR USE IN REVENUE SERVICE, AND ALL REQUIRED DOCUMENTATION HAS BEEN SUBMITTED.

VI.4 Interchangeability

All units and components procured under this Contract, whether provided by suppliers or overhauled by the Successful Contractor shall be duplicate in design, manufacture, and installation to assure interchangeability among buses in this procurement. The interchangeability shall extend to the individual components as well as to their locations.

VI.5 Motor Vehicle Safety, Buy America and Pollution

The Successful Contractor shall certify that the overhauled vehicles meet or exceed all current Federal, State, and Local requirements including, but not limited to, requirements of the United States Environmental Protection Agency and the Federal Motor Vehicle Safety Standards.

The COUNTY, or its authorized representatives, will conduct a Buy America audit of the rehab process for each vehicle to determine compliance with provisions contained in the Buy America requirement including domestic content and final assembly. The Successful Contractor shall provide all documentation sufficient to comply with these requirements understanding that Buy America requirements may change (i.e., increased domestic content) during the contract period. It shall be the Successful Contractor's responsibility to stay informed of these changes.
VI.6 Material and Workmanship

All materials, parts, and equipment furnished by the Successful Contractor shall be new, high grade, OEM approved, and free from defects unless otherwise allowed for in these technical specifications (e.g., rebuilt and remanufactured components). Workmanship shall conform to best industry standards. The Successful Contractor shall establish and maintain quality assurance policies and procedures to ensure compliance with these specifications. The Successful Contractor shall extend to the COUNTY, or its authorized representatives, full access to manufacturing facilities during normal working hours to observe workmanship quality assurance procedures in compliance with COUNTY Technical Specifications.

Materials, parts, and workmanship not conforming to the requirements of these specifications shall be considered defective and shall be subject to rejection.

VI.7 Manuals

If any upgrades requested by the COUNTY or if any components are replaced with components of different manufacturer and/or require different PM or different testing procedures, Successful Contractor shall supply maintenance manuals on CD and/or paper for these items. Successful Contractor shall provide a set of maintenance manuals, parts manuals and operating manuals (if applicable) for any and all components or systems that are new or different from the bus system originally submitted, as specified in these Technical Specifications.

Copies of all manuals shall be submitted to the COUNTY project manager for approval no later than 15 days following delivery of the first vehicle. CHANGES, IF ANY, SHALL BE SUBMITTED AS THEY OCCUR.

VI.8 Quality Standards

VI.8.1 OEM Standards

OEM standards/specifications are defined as those standards used in the engineering and design specifications for the “Original Equipment Manufacturer” of the vehicle. This includes the current manufacturer if the original manufacturer is no longer operating under the original organizational name, unless otherwise specified in this scope of work.

All functional parts and materials used in the overhaul process must meet or exceed OEM standards/specifications.

VI.8.2 Documentation

The Successful Contractor shall use the technical specifications in Section VII Technical Scope of Work and create a checklist or series of checklists that it shall use for each vehicle to confirm that each specification item has been fully completed and addressed. Using the same checklist or
other documentation approved by the COUNTY or its agent, the Successful Contractor shall also indicate whether specific parts identified in the specification were rebuilt, repaired, replaced, remanufactured, etc.

This documentation shall be maintained for each vehicle and shall serve as a final record of all activity taking place on each vehicle including the disposition of each part and of all work performed during the overhaul process. This shall include a standard parts list as configured for that unit and additional parts installed due to damage on the vehicle. The parts list shall include all serial numbers and component manufacturer’s information where available. Documentation shall also include all work required on the vehicle, change orders, testing results, copies of any and all correspondence pertaining to that vehicle, and inspection records for the unit. This Final Vehicle Record shall be delivered to the COUNTY when the vehicle is returned to the COUNTY. Vehicles will not be accepted without such documentation. The Successful Contractor shall present its documentation control plan to the COUNTY and its agent no later than two (2) weeks prior to commencing rehab activities.

VI.8.3 Quality Requirements

A. Workmanship

Workmanship shall be professional and shall conform in all respects to the best practices in the automotive body and mechanical repair industry.

B. Welding

Welding procedures, welding materials and qualifications of operator, shall be in accordance with those established by the American Welding Society (AWS). All exposed welds shall be ground smooth after welding to present a smooth finished appearance. Where metal is welded, the contact surfaces shall be free of scale, grease, and dirt before welding is performed.

C. Fasteners

Screws, bolts, nuts, washers and other types of fasteners used in the repair process, or for the attachment of accessories or equipment, shall be of proper size and grade to ensure permanent fastening and be of US manufacture. Fasteners shall be of a material or coating to prevent premature corrosion. On all components removed during the process, new hardware shall be used for reinstallation. Bolt projections through nuts shall be at least two full threads but not excessive.

All rivet holes and bolt holes that are used for connecting members shall be properly spaced and ground to a specific size. Rivet size shall be proper to the hole size they are applied to and concentric. “Pop” rivets shall not be used for stress areas.

D. Sealants

Caulking compounds containing chromate inhibitors shall be used to seal exterior seals, joints, and overlapping panels to prevent premature corrosion. All caulking shall be kept to a minimum and shall not be used to fill any gap larger than 3/16".
E. **Body and Understructure**

Body and understructure damage shall be repaired and reinforced at all joints and points where stress concentration may occur, so that the vehicle will carry the required load and properly withstand road shocks.

All metal parts shall be dressed to remove all burrs and sharp edges to prevent injury to maintenance staff while performing repairs or service of the vehicles.

F. **Undercoating & Rust Prevention**

All exposed under framing, under sides of flooring, compartments, etc. shall first be thoroughly steam cleaned, allowed to completely dry, and then undercoated with an approved weather resistant product to prevent body corrosion and under floor wood rot due to inclement weather and road debris. Any part of the bus showing signs of rust and corrosion shall be shown to the Resident Inspector prior to treatment, and the treatment approach discussed and approved by the Resident Inspector, before commencing any work.

G. **Body**

All damaged, rusted or corroded body components or panels shall be replaced except for components/panels with light rust; these can be reused as long as the surface rust is removed, the component/panel is coated with rust inhibiter, and it is returned to OEM standards. Exterior panel, access doors, rub rails and other trim will be installed in accordance with current manufacturing methods.

H. **Painting**

All repainting shall be of OEM quality and follow the requirements of Section VII.14. Use of spray cans shall not be allowed unless first approved by the Resident Inspector.

I. **Vehicle Preparation**

The Successful Contractor shall have a sufficient amount of lifts available to handle multiple buses without causing delays or inconveniences. Before starting the disassembly process the engine, underbody, and body of the bus shall be thoroughly power washed/steam cleaned to enable the Successful Contractor to inspect for damage or excessive wear and determine what repairs are needed and what parts need to be replaced or reconditioned. The Successful Contractor shall also have enough engine stands available for each engine type and to handle the number of buses being worked on simultaneously without causing delays or inconveniences. The plant shall be equipped with adequate lighting during all work and inspection activities.

**VI.9 Acknowledgement of Delivery**

When vehicles are received by the COUNTY, releases or certificates signed by COUNTY staff are understood to be simple acknowledgements and do not constitute acceptance by the COUNTY.
VI.10 Definitions

The following terms are used in Section VII Technical Scope of Work.

A. “Repair”
To restore an item to OEM specifications by performing all work necessary to fix any non-functioning or failing part or component according to the OEM’s recommendations and specifications.

B. “Rebuild”
To restore an item to OEM specifications by replacing all wear items of a component including cleaning, adjusting, lubricating and painting according to the OEM’s recommendations and specifications.

C. “Replace”
The term “replace” means to substitute a component/part with a new OEM approved component/part. Components/parts shall also be replaced with new OEM approved components/parts in situations where repairing or rebuilding cannot be performed such as to restore an item to OEM specifications and whenever the Successful Contractor determines that replacement is preferable to repairing or rebuilding. All parts replaced must be new OEM approved, regardless of whether or not the term “OEM” is specified in the Technical Scope of Work. OEM approved replacement parts and components are defined as the exact OEM item on vehicles, as originally delivered to the COUNTY, referenced in the MCI build sheets. In cases where that part or component is no longer available from the original build sheet, the replacement approved by MCI, as applicable, shall be used instead. If MCI uses an alternative part/component on similar buses, but it is not listed on the COUNTY build sheet, Offerors shall bid the original part/component or its recommended replacement and include the alternative on Attachment I. Attachment I shall also include reasons why the alternative is being proposed, if there is a cost savings, and what the savings would be, if applicable. Aftermarket replacement parts are not allowed.

Note: Regarding items D and E of the following component definition, the Offeror shall use its best professional judgment and on-site vehicle inspections conducted prior to bid submission to determine the likelihood and frequency that any component will need to be repaired, rebuilt or replaced. Components that the Offeror does not anticipate needing to be replaced, but actually require replacement upon actual inspection, shall be done at no additional cost to the COUNTY. It is encouraged that the Offeror utilize the Pre-proposal Conference and all other available opportunities to become familiar with the MCI vehicles being overhauled, the current condition of these vehicles, and to anticipate any deterioration that might take place on these vehicles from the time of the Offeror’s initial inspection to actual overhauling to submitting a proposal.

D. “If Needed”, “As Needed”
Shall be interpreted to mean any part, component or subassembly, that does not meet or exceed visual or appropriate mechanical examination/testing, shall be repaired, rebuilt, or replaced as necessary to provide safe, dependable service, to return the unit to comply with original equipment specification requirements, and/or restore visually to have a satisfactory appearance.
E. “Repair or Replace”
Shall be interpreted to mean that the Successful Contractor shall have the option of either replacing the unit with a new OEM unit as defined in Section VI.10-C above (or a new OEM alternative identified in Attachment I and approved by the COUNTY) or repairing/rebuilding the unit to comply with original equipment specification requirements. The burden of providing documented proof that parts meet or exceed OEM specifications will be on the Successful Contractor. All such actions are within the scope of this document and will not result in change orders and increased cost if repair or replace is specifically required by this document.

F. “Inspection”
Shall be interpreted to mean standards of quality as defined in the detailed specifications attached herein.

G. “Like New”
Shall be interpreted to mean that form, fit, or function shall be the same as or equivalent to that which was originally installed.

H. “Remanufactured”
OEM factory supplied remanufactured part or one that meets or exceeds OEM specifications. The burden of providing documented proof that parts meet or exceed OEM specifications will be on the Successful Contractor.

I. “New”
New, unused OEM part or one that meets or exceeds OEM specifications. The burden of providing documented proof that parts meet or exceed OEM specifications will be on the Successful Contractor.

VI.11 Missing Parts

Buses may inadvertently be delivered to the Successful Contractor with missing parts or other items. If the Successful Contractor discovers any such parts valued at $100 or more, except for those already called out in this specification to be replaced, and assuming the Resident Inspector agrees such a part should have been installed on the bus when delivered, the Successful Contractor shall issue a Vehicle Change Order. The Vehicle Change Order shall be issued for the part only (no labor) after first contacting the Inspection Project Manager (IPM) to determine if the missing part will be provided by the COUNTY.
SECTION VII: MCI TECHNICAL SCOPE OF WORK

Note: The outline of this section follows that of the MCI maintenance manual.

These technical specifications are intended to describe all the work necessary to ensure vehicles are in top-condition safety-wise, restore excellent reliability, and return appearance, comfort, and driving experience to OEM specifications.

The County desires to greatly reduce the number of change orders during the course of this project. Therefore, the Contractor is instructed to identify ancillary items including but not limited to filters, component isolation mounts, hoses, fittings, etc. and include the cost for such items in their proposal.

If any out of scope repairs are determined to be necessary or desirable upon inspection or teardown, these shall be directed to the County with a description of the work, cost and time required. Photos shall be required if deemed necessary by the County. Any additional work requirements found to be necessary due to in-process inspections shall be addressed as a change in scope. Each change in scope must be pre-approved by the County’s Project Manager or designee. The cost shall be based on the Offeror’s labor rate, price of materials and overhead rate. The labor and overhead rate shall be provided as part of the submitted document.

The County may elect for change order repairs to be performed only on one bus or on each overhaul candidate. For each change order the Contractor shall provide pricing for repair on one bus and pricing for affecting the repair on each overhaul candidate bus.

Due to the nature of work to be performed during the overhaul, various components and assemblies will have to be removed in order to perform the required work. Any of the foregoing items removed shall be re-installed after completion of the work performed.

Removal and re-installation of components require that all fasteners (bolts, nuts, screws, washers, straps and locking plates) be replaced with new parts. All fasteners shall be torqued to MCI requirements specified in the maintenance manual. All fasteners that are torqued shall have torque witness marks applied after being torqued in accordance with the maintenance manual specification.

All components, surfaces, parts, etc. shall be thoroughly cleaned to remove dirt, rust, grease, chemicals, etc. and shall be polished, painted, repaired or replaced to restore original look and functionality. The entire understructure and components are to be undercoated to prevent rusting and corrosion. The engine compartment after powertrain removal shall be cleaned, inspected, repaired as specified and repainted the original MCI color.

All moving or sliding points throughout the buses, which the MCI maintenance manual identify as requiring lubrication, shall be lubricated with the MCI specified products during the overhaul. Grease zerks shall be replaced throughout the bus.

In the case of contradictory requirements, the more stringent condition applies.
Proposed components, if different from required specifications, are subject to review and final approval by the COUNTY.

The technical requirements below follow the layout of the applicable MCI Maintenance and Parts manuals.

**VII.1  Front Axle**

**VII.1.1  Wheel Steering Knuckle (Spindle) and King Pin Assembly**

VII.1.1.1 The front axle kingpins, thrust bearing assemblies, seals, shims and kingpin bushings shall be inspected and replaced as necessary. The steering knuckle assembly shall be inspected for damage and rebuilt, repaired or replaced, as needed. Seal surface damage may result in the use of a seal sleeve or knuckle replacement. If during the inspection of the front axle beam defects are discovered the beam shall be replaced as repairs are not permissible. If axle related components require replacement it shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.1.1.2 All mounting hardware removed during overhaul shall be replaced at a minimum with the same grade as installed from OEM.

**VII.1.2  Tie Rods**

VII.1.2.1 All tie rod ends, nuts, clamps and fasteners and the tie rod center link shall be inspected and replaced if damaged. The tie rod arms shall be inspected and replaced if damaged or the bore is out round. If repair or replacement is required, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.1.2.2 At the completion of the overhaul, the bus shall be aligned to OEM specifications. The alignment data sheet shall be provided to the COUNTY with bus delivery.

**VII.1.3  Lubrication**

VII.1.3.1 After overhaul of each system on the bus, Contractor shall ensure that complete chassis lubrication is performed in accordance with MCI Maintenance Manual specifications. This includes all grease fittings, bearings, races, etc. Any component, including grease zerts, not accepting lubrication shall be replaced.

**VII.2  Rear Axle**

**VII.2.1  Rear Axle and Differential**

VII.2.1.1 The entire Meritor rear axle shall be inspected and dye penetrant tested to ensure housing cracks are not present. Housing cracks shall be repaired. If the housing requires repair or replacement it shall be done as a change order based on the cost to be provided in
Attachment B Part 2. The housing shall be treated to prevent rust.

VII.2.1.2 The rear drive axle housing tube seal surfaces, mounting plates, fill/drain threads shall all be inspected and repaired as necessary. If the housing requires repair or replacement it shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.2.1.3 All seals, wheel and differential bearings shall be replaced. Wheel seals shall be replaced with OEM or equivalent (“CR” (Chicago Rawhide) or “National” brand”) seals. Bushings shall be replaced.

VII.2.1.4 The differential carrier assembly shall be removed and inspected. If replacement is necessary, the carrier shall be replaced with a new factory unit of the same final drive ratio (4.30:1) and it shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.2.2 Tag Axle and Linkages

VII.2.2.1 The lock cylinder, high riser control and tag dump, tie rod ends, kingpins, shocks, air bags, leveling valves, bump stops radius rods and all hardware shall be replaced.

VII.2.2.2 The tag axle spindles shall be inspected for cracks, condition of the bearing surfaces and repaired, resurfaced or replaced as necessary. Seal surface damage may result in the use of a seal sleeve or knuckle replacement. If the spindles require repair or replacement, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.2.3 Lubrication

VII.2.3.1 After overhaul of each system on the bus, Contractor shall ensure that complete chassis lubrication is performed in accordance to MCI Maintenance Manual specifications. This includes all grease fittings, bearings, races, etc. Any component, including grease zerks, not accepting lubrication shall be replaced.

VII.3 Body

All vehicle damage shall be repaired including, but not limited, to exterior, interior, structural, frame, and rust. All repairs will restore vehicles to OEM standards including, but not limited to, original configuration, appearance, and structural integrity. Damage shall be repaired using materials, workmanship, and design, conforming to MCI manufacturing processes and best practices known in the transit industry. Functionally damaged, cracked or corroded panels and body frame structures will be replaced; in instances where judgment is required to determine whether damaged components can be adequately repaired or replaced the Successful Contractor will err on the side of replacement (e.g., a long and/or deep gouge along an external body panel where extensive body filler would be used). Final determination as to whether damaged components can be adequately repaired or replaced will be made by the Resident Inspector.
Minor individual scratches, individual dents, and similar damage will be considered normal wear and tear and will fully be the Successful Contractor’s responsibility to repair without additional remuneration.

VII.3.1 Exterior

VII.3.1.1 Body

The body of the vehicle shall be inspected thoroughly for any damage. Damage shall be repaired using materials, workmanship, and design, conforming to MCI manufacturing processes and the best practices known in the transit industry. Fiberglass panels with defects shall either be replaced or be repaired with fiberglass resin and cloth. Functionally damaged, cracked or corroded panels shall be replaced. Fitment and gaps between panels shall adhere to MCI published requirements.

VII.3.1.1.1 Front cap upper reinforcement retention brackets currently available on newer MCI buses that limit wind vibration around the head signs while reducing water leaks from that area shall be installed. The final result shall be a vehicle durable in construction in all respects.

VII.3.1.1.2 Note that if a bus has what the COUNTY considers to be substantial body damage (beyond scratches and minor dents, which are considered to be normal wear and tear and shall be included in the Base Cost), it will skip that bus and send the next vehicle. The skipped bus will only be sent for overhaul once the significant damage has been repaired. If, during the removal of panels or other items, the Contractor discovers hidden body frame damage, the COUNTY will authorize repair as a change order, assuming the Contractor and Resident Inspector agree such repair is necessary.

VII.3.1.1.3 All exterior graphics and decals shall be removed and replaced with new, like OEM decals supplied by the Successful Contractor. The County reserves the right to make adjustments in the graphic and decals in the event branding changes.

VII.3.1.2 Entrance Door

VII.3.1.2.1 All door seals, including door glass seals and door window seals shall be replaced.

VII.3.1.2.2 Damaged door panels shall be replaced. If the door panels require repair or replacement it shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.3.1.2.3 Door shaft bushings and bearings shall be replaced. All grease fittings shall be functional and accept grease.

VII.3.1.2.4 All entrance door mounting hardware shall be replaced.
VII.3.1.2.5 Door shafts shall be cleaned, inspected, repainted or replaced as necessary. If the shafts require repair or replacement it shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.3.1.2.6 The entrance door air cylinders and all linkage rods and ends shall be replaced.

VII.3.1.2.7 The door control valves, air solenoids, relays and brackets shall be replaced. All micro switches relays and hand control valve shall be replaced.

VII.3.1.2.8 Door operation shall be adjusted to OEM manufacture’s specifications.

VII.3.1.2.9 Missing hinge covers shall be replaced and installed as necessary. If the hinge covers require replacement it shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.3.1.3 Windows, Glazing Material and Window Frames

VII.3.1.3.1 Any cracked, damaged, or permanently fogged windows and related glazing material (weather-stripping, seals, etc.) shall be replaced as approved by the Resident Inspector. Damaged window frames shall be replaced as needed. If windows or frames require replacement it shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.3.1.3.2 All window seals shall be replaced.

VII.3.1.3.3 If the driver’s window assembly needs to be replaced, new fasteners and, as required, sealant shall be used in the replacement. This work shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.3.1.3.4 All emergency egress window release bars shall be properly adjusted and lubricated with light oil that will not attract dirt and debris. All windows shall close properly, not leak when closed, and require minimal force to open.

VII.3.1.4 Electronic Signs

VII.3.1.4.1 Install Hanover destination signs to match the electronic signs across the fleet (To Be Priced as an Option – See Section V.3).

VII.3.2 Understructure

VII.3.2.1 Prior to any overhaul work being performed, each vehicle’s understructure shall be thoroughly cleaned and inspected for damage, broken welds and supports, etc.

VII.3.2.1.1 After powertrain removal, the engine bay area shall be thoroughly cleaned and all bulkheads and all engine compartment frame and rail assemblies shall be inspected for
cracks and rust. Cracks shall be repaired using industry accepted standards for repair of structural material. Required repairs shall be made to return the engine compartment frame, rail, and bulkhead to OEM condition. Costs to completely replace a bulkhead, when necessary, shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.3.2.1 All welding repairs shall be repaired by a welder with a valid and current American Welding Society (AWS) certification.

VII.3.2.3 Structural components shall be tested using an ultrasonic thickness tester, to measure metal thickness. Where greater than 15 percent of the original material thickness is removed by corrosion, wear, etc., parts shall be replaced. For the purposes of this section, structural components shall include all longitudinal, transverse and diagonal metal components, and members that form the underside of the bus and provide structural support for chassis, body, drivetrain, and suspension. If the Contractor discovers hidden structural damage, the COUNTY will authorize repair as a change order, assuming the Contractor and Resident Inspector agree such repair is necessary. If structural items require repair or replacement it shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.3.2.4 Install a Sports Work luggage bay bike rack (To Be Priced as an Option – See Section V.3).

VII.3.3 Exterior Paint

VII.3.3.1 Each coach shall receive a full re-paint, including bumpers. Paint and paint products shall be as indicated on following painting scheme. Repainting shall be of OEM quality and shall be free of visible defects, dust deposits, and orange peel. Paint and paint products shall be as indicated on attached painting scheme. The paint process, using a base-coat, clear-coat application shall include all exterior components normally painted and shall include the roof of the bus. Paint finish shall be a minimum of 3 mil thickness per coat and shall be free of visible defects, dust deposits and orange peel. All exterior surfaces shall be uniform and smooth while being free of wrinkles and dents. Exterior surfaces to be painted shall be properly prepared as required by the paint system supplier prior to application of paint, to assure a proper bond between the basic surface and successive coats of original paint for the service life of the bus. Body filler materials may be used for surface dressing, but not for repair of damaged or improperly fitted panels. All exterior finished surfaces shall be impervious to diesel fuel, gasoline and commercial cleaning agents. Finished surfaces shall resist damage by controlled applications of commonly used graffiti-removing chemicals. Use of spray cans for painting must be authorized by the Resident Inspector. Paint shall be applied smoothly and evenly with the finished surface free of visible dirt and other imperfections as follows:

- blisters or bubbles appearing in the topcoat film
- chips, scratches, or gouges of the surface finish
- cracks in the paint film
- craters where paint failed to cover due to surface contamination
- overspray
• peeling
• runs or sags from excessive flow and failure to adhere uniformly to the surface
• chemical stains and water spots
• dry patch due to incorrect mixing of paint activators
• buffing swirls

VII.3.4 Water Test

VII.3.4.1 Upon completion of work described above and after installation of all equipment, the entire exterior surface of the bus shall be subjected to a water test before being allowed to be shipped to the procuring agency. The water test shall be conducted with all HVAC blower motors turned off. The roof, hatches, destination signs, windows, glazing, windshields, and doors of all vehicles shall be water tested for a minimum of 30 continuous minutes in order that leaks may be detected and corrected. The water test should replicate a sustained driving rain. Water spray nozzles shall be located to provide an overlapping pattern to effectively test the full length of the roof, sides, and front and back of the vehicle at a flow rate of 2.5 gallons per minute per nozzle. If water leaks are found in the passenger or other dry compartments or if moisture is found between double panes of glass, repairs shall be affective and the bus retested until it passes. A complete description of the water test equipment including operating pressures, number and location of nozzles, photographs/drawings and other information shall be provided with this proposal.

VII.3.5 Interior

VII.3.5.1 Seats

VII.3.5.1.1 The Operator seat shall be replaced with the Recaro Ergo Metro air ride seat without a seat alarm. Exceptions will be seats that have been most recently replaced previous to overhaul. Decisions to forgo a particular seat replacement will be made by the Resident Inspector.

VII.3.5.1.2 Seats which require repair or replacement shall be done as a change order based on the cost to be provided in Attachment B Part 2. If the original upholstery fabric is unavailable, the Contractor shall provide fabric swatches to County staff to select a new fabric. The arm rests shall be changed using same type.

VII.3.5.1.3 If seats are to be repaired or replaced, the passenger seat frames shall be cleaned to a like new condition and inspected for defects. If the seat frames require repair or replacement it shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.3.5.1.4 If the seat padding requires repair or replacement it shall be done as a change order based on the cost to be provided in Attachment B Part 2. All seat padding shall be replaced with a durable padded seat insert of OEM thickness and composition.
VII.3.5.1.5 If the plastic components of the passenger seats require repair or replacement it shall be done as a change order based on the cost to be provided in Attachment B Part 2. Plastic components of the passenger seats shall be replaced or refinished per OEM specifications to match original color scheme.

VII.3.5.1.6 If the seat reclining mechanisms require repair or replacement it shall be done as a change order based on the cost to be provided in Attachment B Part 2. Passenger seat reclining mechanisms shall be replaced to restore to original operational function. Seats shall be securely reattached to the body of the bus per OEM specifications.

VII.3.6 Passenger Amenities

The COUNTY would like to add additional passenger amenities beyond the original OEM specifications of the vehicles, as follows.

VII.3.6.1 The Contractor shall provide optional pricing for USB/Outlets for each passenger seating area. Decals for this additional feature shall be included to be placed at each location and on the outside of the bus at the entrance door. Exact installation location for the USB outlets and subject decals must be approved by the County or its designated representative.

VII.3.6.2 The overhead parcel lights and racks shall be replaced if they are broken, cracked, or defaced. If the parcel lights and racks require repair or replacement, then it shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.3.6.3 The individual reading light assemblies in the overhead parcel rack service modules shall be repaired as necessary. If the reading lights or modules require repair or replacement it shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.3.6.4 Install LED reading lights with new lenses (To Be Priced as an Option – See Section V.3).

VII.3.6.5 The passenger light on/off and momentary switches shall be replaced as necessary. If the reading light switches require replacement it shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.3.6.6 The individual air vents in the overhead parcel rack service modules shall be repaired or replaced as necessary. If the reading individual air vents require repair or replacement, then it shall be done as a change order based on the cost to be provided in Attachment B Part 2.
VII.3.7 Operator’s Barrier

VII.3.7.1 Operator’s barriers shall be restored to OEM specifications and replaced, if cracked or otherwise damaged, as a change order based on the cost to be provided in Attachment B Part 2. The barrier rails shall be cleaned and fasteners replaced and torqued to the proper specification.

VII.3.8 Interior and Flooring

The interior of the vehicle shall be inspected for damage and excessive wear and repaired/replaced as necessary.

VII.3.8.1 Safety and convenience items (mirrors, sun visors) shall be replaced with equivalent original OEM specification parts.

VII.3.8.2 The dash and drivers compartment shall be cleaned, and a state-of-the-art, plural urethane coating system shall be applied to repair cracks and chips and to provide a durable interior finish on all plastic panels and trim pieces. This work shall be done only if the dash is not replaced with new materials.

VII.3.8.3 All knobs, switches and other such controls shall be replaced with OEM components. Dash, knob, and switch markings, including those added to any switches installed after production (e.g., Radio/P.A. switch), shall be replaced per OEM specifications.

VII.3.8.4 The baggage door air control locks shall be inspected for operation and repaired as necessary. Missing or damaged palm buttons shall be replaced. If the palm buttons or air valves require replacement, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.3.8.5 When replaced, all switch markings shall look as if they were originally provided by the manufacturer (e.g., the Radio/P.A. switch shall no longer be a stick-on label).

VII.3.8.6 All dash warning lights, audible indicators, etc. must be fully functional and shall be cleaned, repaired, or replaced as needed to restore OEM specifications. If the dash lights, indicators, etc. require replacement, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.3.8.7 If the dash requires replacement, it shall be done with OEM new gauges as a change order based on the cost to be provided in Attachment B Part 2. If replaced, the odometer shall be set to the current mileage.

VII.3.8.8 The fabric applied to the rear panel assembly above the rear seats shall be replaced as a change order based on the cost to be provided in Attachment B Part 2, as originally constructed. All new fasteners shall be used for trim in this area.
VII.3.8.9 The seals and sound insulation for the inspection access doors under the five-position rear seat shall be replaced.

VII.3.8.10 Damaged engine access door assemblies or latches shall be replaced on an as needed basis. If the doors or latches require replacement it shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.3.8.11 Sidewalls shall be cleaned and polished. Plastic side panels, mullions and miscellaneous trim shall be replaced if cracked, broken, missing or discolored. Repair of any plastic trim piece will not be allowed unless otherwise accepted by the Resident Inspector. The sidewall panels shall be OEM matching the original installation. If the trim or sidewall panels require replacement it shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.3.8.12 If the floor covering material requires replacement, it shall be done as a change order based on the cost to be provided in Attachment B Part 2. The floor covering shall be OEM in the stepwell, entrance area, driver’s area, center isle and under seats as originally fitted.

VII.3.8.13 The entrance area step treads, landing areas, standee line and nosing shall be replaced. The standee line and nosing shall be yellow.

VII.3.8.14 Glue and sealant used to secure flooring shall be equivalent to original OEM specifications.

VII.3.8.15 Stanchions, grab rails, and all related hardware shall be cleaned and polished. Any stanchions or grab rails that are loose shall be repaired and made secure. Stanchion and grab rail fasteners shall be torqued to manufacturers specifications. Replacement of any stanchions or grab rails shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.3.9 Overhead Parcel Racks

VII.3.9.1 The overhead parcel racks shall be cleaned, inspected, and replaced if necessary. If the parcel rack, trim, cords or covering require replacement, then it shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.3.9.2 Parcel racks that are loose shall be repaired and made secure. If extensive repairs are required for the parcel racks, then it shall be done as a change order based on the cost to be provided in Attachment B Part 2 and with approval of the Resident Inspector.

VII.3.10 Decals

VII.3.10.1 Interior decals identified will be removed and the area cleaned to remove remnants of adhesive materials prior to cleaning and repairing the remaining interior. New interior decals shall be supplied by and installed by the Contractor.
VII.3.11 Public Address System

VII.3.11.1 Public address system elements, including speakers, microphone, PA/Radio switch, foot pedal, stop annunciation system, etc., shall be inspected and tested understanding that the PA system is controlled at least in part by the CAD/AVL system. If extensive repairs are required they must be approved by the Resident Inspector and shall be done as a change order based on the cost to be provided in Attachment B Part 2. As required, components shall be replaced as required to return system to OEM specified functionality.

VII.3.12 Camera System

VII.3.12.1 The video camera system shall be upgraded to an Apollo system.

VII.3.13 Automatic Passenger Counter System

VII.3.13.1 The passenger counter system shall be upgraded.

VII.3.14 Stop Request Sign

VII.3.14.1 The stop request sign and all passenger request activation devices shall be inspected and repaired or replaced as needed. If replacement is required, then it shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.3.14.2 All passenger activation touch tapes shall be repaired or replaced as needed. If replacement is required, then it shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.3.15 Wheelchair Positions

VII.3.15.1 Wheelchair and occupant restraints shall be replaced or cleaned and returned to OEM specifications, as required. Replacement of the restraints shall be on an as-needed basis and done as a change order based on the cost to be provided in Attachment B Part 2.

VII.4 Brakes and Air System

VII.4.1 Air Brakes

VII.4.1.1 All flexible brake hoses shall be replaced. The system shall be tested and repaired as needed to restore OEM specified functionality.

VII.4.1.2 Brake performance tests shall be performed as part of the final inspection of each overhauled bus. The results shall be documented in hard copy and electronic version and included with vehicle documentation.
VII.4.2 Service Brake Treadle and Valves

VII.4.2.1 A complete air system flush shall be completed on each bus per MCI Service Bulletin No. 2914B or updated bulletin using MCI field kit 04-07-1033, D4500 Carbon Removal Kit. The cleaning procedure shall be completed prior to replacement of air system components.

VII.4.2.2 All air system tanks shall be cleaned, inspected, pressure tested, and painted. If tanks are found to leak or to be corroded they shall be replaced. Replacement tanks shall be the same size and volume as supplied by the OEM. All drain cocks, pressure relief valves and air connection fittings connected to the air tanks shall be replaced with new parts.

VII.4.2.3 Air system strainers or filters shall be replaced. All safety and pressure protection valves shall be replaced with original OEM components.

VII.4.2.4 The low air switches and pressure protection valves shall be replaced.

VII.4.2.5 The flexible air compressor discharge line and the discharge air muffler (Ping) tank shall be replaced with new components and fittings.

VII.4.3 Air Compressor and Governor

VII.4.3.1 The engine driven air compressor, governor and associated air lines shall be replaced. The air governor cut out pressure shall be adjusted to 130 psi.

VII.4.3.2 The air dryer and purge valve shall be replaced using Bendix type AD IP.

VII.5 Cooling System

VII.5.1 Radiator and Surge Tank

VII.5.1.1 The engine cooling radiator, including piping, shall be replaced with new components.

VII.5.1.2 All radiator mounts shall be replaced with new parts. All bolts, washers, locknuts etc. removed during the repair process shall be replaced with new hardware of the same grade.

VII.5.1.3 The surge tank pressure relief valve and sight glass shall be replaced. The surge tank, if constructed of non-stainless material, shall be painted to resist rusting.

VII.5.1.4 Radiator inlet and outlet hoses and constant torque clamps shall be replaced. “Hump” hoses shall be installed in the original OEM locations.

VII.5.1.5 All coolant and heater hoses shall be replaced with OEM silicone hoses and clamps. All coolant lines shall be routed and bracketed in the original OEM configuration.

VII.5.1.6 All cooling system warning decals shall be replaced with new decals.
VII.5.1.7 The cooling system shall be refilled with a permanent ethylene glycol anti-freeze authorized by the engine manufacturer with protection to -40-degree F.

VII.5.1.8 The cooling system pump (marine pump) shall be replaced.

VII.5.2 Charge Air Cooling

VII.5.2.1 The engine charge air cooler shall be replaced with a new core. All charge air core mounts and fasteners shall be replaced with new. If replacement is required, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.5.2.2 The charge air piping shall be inspected and damaged piping replaced. If the charge air piping is replaced, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.5.2.3 All charge air hoses shall be replaced with new OEM hoses and clamps.

VII.5.2.4 After installation of the engine and charge air system, a pressure and leak down test shall be performed using a charge air cooler test kit while following MCI maintenance manual instructions. The charge air system test pressure is 30 psi and leak down shall not exceed 5 psi in 15 seconds. Leak down exceeding the 5 psi in 15 seconds shall require repair of the system and a retest until the test results are in accordance with the requirements.

VII.5.3. Cooling Fans and Drive System

VII.5.3.1 The radiator cooling fans, drive hubs, and idler pulley with cover assembly shall be replaced with new components. The fan belt shall be replaced. If replacement is required, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.5.3.2 The idler pulley tensioner arm assembly shall be inspected and replaced as necessary. If the tensioner assembly is replaced, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.6 Electrical System

VII.6.1 Alternator

VII.6.1.1 The alternator shall be replaced with a new unit. If replacement is required, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.6.1.2 Install an EMP Power 535 alternator (To Be Priced as an Option – See Section V.3).

VII.6.1.3 Alternator drive belt shall be replaced.
VII.6.1.4 Provide all components, brackets and wiring necessary to retrofit electrical system to accept “optional” EMP alternator, installed using manufacturer’s specifications *(To Be Priced as an Option – See Section V.3).*

VII.6.2 Starting System

VII.6.2.1 The starting motor shall be replaced with a factory remanufactured starter.

VII.6.2.2 All power and ground cables in the engine compartment shall be replaced. Brackets and supports shall be installed in accordance with the OEM maintenance/parts manual (and the EMP installation instructions if selected).

VII.6.2.3 The junction block assembly at the bulkhead shall be replaced.

VII.6.3 Batteries

VII.6.3.1 The batteries shall be replaced with new batteries having a date code no older than three (3) months prior to installation.

VII.6.3.2 The battery hold downs and bolts shall be replaced.

VII.6.3.3 The battery disconnect switch shall be replaced.

VII.6.3.4 All positive and negative battery cables shall be replaced. Cables shall have color coded covers to identify polarity. When all battery compartment and bulkhead cable connections are cleaned, applied, and torqued, a battery protector and sealant shall be applied.

VII.6.3.5 The battery trays, rollers and slides shall be cleaned and inspected per MCI technical specifications and service. Battery trays, rollers and slides identified with defects shall be repaired or replaced. If the battery trays, rollers or slides are replaced, then it shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.6.3.6 Battery trays shall be painted and lubricated.

VII.6.3.7 All electrical decals shall be replaced.

VII.6.4 Lighting

VII.6.4.1 All exterior lamps shall be replaced with LED type lamps where available, including stepwell lamps. Where LED type lamps are not available, they shall be replaced with new OEM equivalent components. Mounting hardware shall be replaced. All exterior lenses and shields shall be replaced including the two flush-mounted curbside lights. If replacement is required, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.
VII.6.4.2 Headlights and turn signal lights shall be replaced. If replacement is required, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.6.4.3 Driver’s switches for turn signals and dimmer shall be replaced.

VII.6.4.4 All electrical connections shall be carefully inspected and replaced with new if found to be defective. All electrical connections shall be both crimped and soldered. Replacement of wiring and connections shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.6.4.5 All interior lamps, including dash lamps, passenger reading, and drivers’ lamps shall be replaced with LED type lamps where available. Where LED type lamps are not available they shall be replaced with OEM equivalent components. If replacement is required, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.6.4.6 All interior lighting lenses shall be replaced.

VII.6.4.7 All interior light ballasts shall be replaced with new components if applicable. All fuses, circuit breakers, and fusible links shall be replaced.

VII.6.5 Wiring

VII.6.5.1 All wiring, regardless of whether it was repaired, replaced or unsecured during the overhaul process, shall be routed and bracketed in the original OEM configuration.

VII.6.5.2 Wiring shall be secured to prevent chaffing with heat shielding installed in high heat areas.

VII.6.5.3 Wiring shall not be clamped or strapped to fuel or fluid lines.

VII.7 Engine

VII.7.1 Engine

VII.7.1.1 The COUNTY plans to change all engines as part of this Scope of Work. Other exceptions may be made as stated below. The engines shall have the same ratings as supplied from MCI during the original build. The replacement engines shall be Cummins ReCon factory remanufactured ISM engines. THE ISM engine shall be electronically controlled, 410 horsepower with engine brake. This shall include a new turbocharger, engine control module (ECM) and all items normally delivered from Cummins when a complete factory remanufactured engine is ordered. A new ECM and engine wiring harness shall be supplied with the remanufactured engine.
VII.7.1.2 All replacement remanufactured engines shall include the standard base two-year unlimited mileage warranty plus an extended warranty resulting in a five year, 300,000-mile term. Warranty coverage shall be 100% parts, labor and towing throughout the term. Warranty repairs shall be available at any Cummins distributor or authorized dealer.

VII.7.1.3 During engine replacement all isolators and engine mounts shall be replaced. All mounting hardware shall be replaced.

VII.7.1.4 The front crankshaft pulley, key and bolt shall be replaced.

VII.7.1.5 All interface parts between the engine and transmission shall be replaced. These include items such as transmission adapters, attachment bolts, and flex plates.

VII.7.1.6 The contractor shall thoroughly clean and repaint the engine bay using professional painting equipment (not spray cans) prior to reinstalling the engine. The engine bay shall be painted the original MCI grey color.

VII.7.1.7 Any deformed or illegible informational metal plaque or plate used in the engine compartment shall be replaced. No decals are allowed unless originally equipped.

VII.7.2 Exhaust System

VII.7.2.1 All flex pipes/sections shall be replaced with stainless steel product. All exhaust system clamps and mounting brackets shall be replaced.

VII.7.2.2 All fire/heat blankets and shields shall be replaced.

VII.7.3 Fire Detection & Suppression System

VII.7.3.1 The fire detection system shall be inspected and repaired or replaced as needed to restore to OEM specified functionality. The Amerex V-25 fire suppression system shall be inspected and repaired or replaced as needed to restore to OEM specified functionality.

VII.7.3.2 The agent tanks shall be hydrostatically tested and the system shall be charged. The nitrogen cylinder shall be charged as necessary. All system pressure gauges shall be readable. Fire suppression system components that require replacement shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.7.3.3 The fire and suppression system sensors shall be replaced with the correct temperature rating for the area they are located. The activation squib shall be replaced.

VII.7.3.4 The fire suppression system is to be tested per OEM procedures to ensure the system is fully functional. Documentation of this testing is required to be attached to the agent bottle and in the project documentation. The system shall be armed at the completion of the overhaul for the delivery.
VII.8  Fuel System

VII.8.1  Fuel System

VII.8.1.1  Fuel filters and all fuel lines within the engine compartment shall be replaced.

VII.8.1.2  All fuel lines shall be bracketed and mounted to replicate the original OEM configuration.

VII.8.1.3  The fuel tank shall be drained, flushed with a solvent designed for cleaning fuel tanks, pressure tested and repaired or replaced as needed. The fuel tank filler neck gasket shall be replaced. The level control valve and whistle shall be replaced.

VII.8.1.4  All flexible fuel lines shall be replaced. All solid lines shall be inspected and pressure tested for leaks and replaced as needed. All lines shall be bracketed and routed in the original OEM configuration. If solid fuel lines need to be replaced, then it shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.8.1.5  All buses supplied with an aluminum fuel tank shall have the tank mounting board replaced and undercoated with OEM approved material on all sides prior to reinstallation of the fuel tank. Fuel tanks shall have new strap assembly fasteners installed.

VII.8.2  Air Intake System

VII.8.2.1  The air cleaner housing assembly shall be disassembled, cleaned and inspected. Housings with damage, voids in seams or visible rust shall be replaced. Housing assemblies needing to be replaced shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.8.2.2  The air intake piping shall be cleaned and inspected. Piping with damage, voids or visible rust shall be replaced. Air piping needing to be replaced shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.8.2.3  A new air filter element shall be installed.

VII.8.2.4  The air intake rubber hoses, elbows, couplers and 20-inch Filter Minder shall be replaced.

VII.8.2.5  All air intake system brackets and clamps shall be re-installed in the OEM configuration using new fasteners.
VII.9  Steering

VII.9.1  Power Steering Pump and Reservoir

VII.9.1.1  The power steering pump, mounting gasket, drive linkage, reservoir, fittings and power steering lines in the engine compartment shall be replaced.

VII.9.1.2  The power steering fluid line filter shall be replaced.

VII.9.1.3  The power steering system shall be flushed. The fluid shall be replaced with fluid matching original OEM specifications.

VII.9.1.4  The entire system shall be tested and all leaks repaired.

VII.9.2  Power Steering Gearbox

VII.9.2.1  The power steering gearbox shall be replaced with new parts. All mounting hardware shall be replaced using original OEM grade fasteners. The attaching steering gear pitman arm shall be replaced with new parts. The pitman arm clamping bolt lock washer and nut shall be replaced with new parts. If replacement is required, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.9.2.2  All fluid hard piping (tubing) connected to the steering system shall also be cleaned and inspected for defects and replaced if necessary. Hard piping needing to be replaced shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.9.2.3  All flexible hoses for the power steering gear box shall be replaced.

VII.9.2.4  All tubing and hose support p-clamps shall be replaced with new fasteners and supported per OEM routing.

VII.9.3  Steering Wheel and Column

VII.9.3.1  The steering column bearings, bushings, horn button, contact ring, plunger, and steering column lower shaft assembly shall be replaced.

VII.9.3.2  The steering wheel shall be replaced with new parts.

VII.9.3.3  The in-bus steering column covers shall be returned to like new condition, either through cleaning or replacement of covers. Covers requiring replacement shall be done as a change order based on the cost to be provided in Attachment B Part 2.
VII.9.4  Steering Linkage

VII.9.4.1  All rod ends on the drag link and steering gear pitman arm shall be replaced. The drag link end clamps and fasteners shall be replaced with new.

VII.9.4.2  The drag link rod shall be cleaned and inspected. If defects in the threads or damage/bends in the rod are discovered, the rod shall be replaced with new. Drag link rods needing to be replaced shall be done as a change order based on the cost provided in Attachment B Part 2.

VII.9.4.3  Procedures found in the MCI Maintenance Manual shall be used in the replacement and set-up of the drag link ends.

VII.9.4.4  Each drag link boot shall be replaced.

VII.10  Suspension

VII.10.1  Air Springs, Shock Absorbers and Bump Stops

VII.10.1.1  The air spring assemblies shall be replaced. Air spring assemblies needing to be replaced shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.10.1.2  The shock absorbers shall be replaced. Shock absorbers needing to be replaced shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.10.1.3  The axle bumpers shall be replaced.

VII.10.2  Suspension Air System

All control valves for the air suspension system shall be replaced including but not limited to:

- Leveling valves and links,
- Check valves,
- All associated hardware.

Once completed before alignment, the suspension system ride height shall be set to original OEM specifications.

VII.10.3  Front Anti-Sway Bar

The front anti-sway bar shall be cleaned and inspected. In the event defects are discovered, it shall be replaced. Anti-sway bars needing to be replaced shall be done as a change order based on the cost to be provided in Attachment B Part 2.
The anti-sway bar bushings and links shall be replaced including all fasteners.

**VII.10.4 Radius Rods**

All front, rear and tag axle upper, lower, and transverse radius rods, complete with bushings, shall be replaced using standard OEM specified equipment. If replacement is required, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.

The radius rod mounting washers, studs, Stover lock hex nuts, and strap locks shall be replaced with new parts. If replacement is required, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.

**VII.11 Transmission**

**VII.11.1 Description**

If replaced, the existing Allison B500 transmission shall be replaced with a remanufactured Allison B500. Only transmissions remanufactured by Allison Transmissions (branded ReTran) or an Allison authorized service facility shall be installed in the COUNTY’s buses.

**VII.11.2 Requirements**

**VII.11.2.1** Each transmission shall be evaluated for need of replacement. All replacement new or remanufactured transmissions shall include the standard base two-year unlimited mileage warranty plus an extended warranty resulting in a five year, 300,000-mile term. Warranty coverage shall be 100% parts, labor and towing throughout the term. Warranty repairs shall be available at any Allison Transmission distributor or authorized dealer. Remanufactured transmissions shall include 100% genuine Allison parts, include a new torque converter and be dynamometer tested for Allison performance specifications. If replacement is required, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.

**VII.11.2.2** Transmissions shall be programmed to work with the same final drive ratio as fitted to the bus (this distinction is made because the buses were originally equipped with a different final drive ratio).

**VII.11.2.3** The transmission wiring harness shall be replaced with new OEM harness.

**VII.11.2.4** The transmission oil cooler shall be replaced; however, the cooler shall be pressure tested before installation.

**VII.11.2.5** All transmission fluid hose assemblies, coolant straight and hump hoses, clamps and fasteners between the engine, cooler and transmission shall be replaced. The transmission fluid and coolant lines shall be supported as per the OEM manual to prevent chaffing and vibration.
VII.11.2.6 The dash mounted electronic transmission shift selector shall be replaced with a new Allison shift selector. If replacement is required, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.11.2.7 The bus shall be delivered with Castrol TranSynd fluid in the transmission.

VII.11.2.8 Structure brackets supporting transmission shall be inspected and replaced as necessary using OEM parts. All mounting hardware shall be replaced using new original OEM grade hardware.

VII.12 Driveshaft

VII.12.1 Requirements

VII.12.1.1 The driveshaft shall be thoroughly inspected using the MCI inspection criteria listed in the Maintenance Manual. The condition of the slip joint splines, twists of the tube, and u-joint cap bore condition during inspection may result in replacement of the driveshaft. Driveshaft tubes or slip joints needing to be replaced shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.12.1.2 Overhaul of the driveshaft will require installation of new u-joints, lock straps, bolts, dust cap and alignment. Assembly of the driveshaft and components requires alignment arrows of the slip joint and yoke for proper alignment. U-joint grease zerks shall be aligned with the zerk on the driveshaft tube.

VII.12.1.3 The overhauled driveshaft shall be lubricated per the MCI Maintenance Manual instructions and be balanced prior to re-assembly.

VII.12.1.4 The driveshaft guard shall be re-installed with new fasteners after installation of the driveshaft in the bus.

VII.13 Wheels and Hubs

VII.13.1 Wheels

VII.13.1.1 Aluminum wheels shall be checked for damage or cracks and fully polished to a high luster, which for the purposes of this section means that when placed side-by-side and viewed from a distance of no more than five feet, refinished wheels shall have nearly the same visual appearance as a new wheel with high luster and free of major scratches, irregularities, and other deformities. Refinished wheels shall also have the same ability to repel dirt, brake dust, etc., respond to cleaning, and retain luster as a new wheel. Damaged or cracked wheels shall be replaced, with approval of the on-site resident inspector, with a new wheel of the same material and style, polished on both sides.
VII.13.2 Hubs

VII.13.2.1 Wheel hubs shall be cleaned, inspected and replaced if necessary. The hubs shall be painted using OEM specified paint code. Hubs needing to be replaced shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.14 HVAC Systems

VII.14.1 HVAC System

VII.14.1.1 Inspect the HVAC system to ensure OEM operation. Correct any defects as required and with approval of Resident Inspector. Additional AC parts found to be defective shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.14.2 Air Conditioning Evaporator and Condenser

VII.14.2.1 The system’s main drivers and parcel rack evaporator and condenser coils shall be removed, cleaned, inspected, and pressure tested. Coils with leaks or damaged/missing cooling fins shall be replaced. Coils needing to be replaced shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.14.2.2 All mounts, brackets, and clamps shall be replaced.

VII.15 Wheelchair Lift

VII.15.1 Wheelchair Lift Service

VII.15.1.1 The wheelchair lift shall receive a preventive maintenance (PM) inspection and servicing done in accordance with the Original Equipment Manufacturers (OEM) most stringent schedule.

VII.15.1.2 If a wheelchair lift is not functioning to OEM specifications after conducting an OEM PM inspection and servicing and requires repairs, the Contractor shall provide the COUNTY with the cost to make needed repairs. Depending on the cost to repair a particular wheelchair lift, the COUNTY may decide to have the Contractor repair, rebuild, or replace the lift as a change order. Costs to rebuild the wheelchair lift or replace the wheelchair lift shall be provided in Attachment B, Part 1.

Note: When/If a wheelchair lift is rebuilt, it shall be removed from the bus, disassembled, and rebuilt by an OEM authorized facility. All components including frame, tracks, housings, etc. shall be cleaned and inspected for wear and damage and repaired or replaced if worn or damaged beyond manufacturer’s specifications. All moving parts including but not limited to bushings, shafts, chains and pivot point shall be cleaned and replaced if worn beyond manufacturer’s specifications. All electronics i.e. micro switches/proximity switches shall be replaced including the threshold pressure sensitive mat when installed. All components shall
be lubricated and re-assembled, and all painted surfaces shall be re-painted to match original. The wheelchair lifts hydraulic pump, gasket, drive linkage, reservoir filter elements, reservoir gaskets, and supply and return lines shall be replaced. The fluid filter shall be replaced. The reservoir shall also be inspected and either cleaned and repainted or replaced as required. The sight glass and seal shall also be cleaned and replaced if required. The hydraulic fluid shall be replaced with fluid matching original OEM specifications.

VII.15.3 Regardless of the COUNTY’s decision to repair, rebuild or replace the wheelchair lift, all exterior doors shall be sealed on all four sides to prevent water entering the interior of the door. All lift restraint belts shall be replaced.
SECTION VIII: QUALITY ASSURANCE, INSPECTION, TESTING & ACCEPTANCE, & WARRANTY PROVISIONS

VIII.1 Quality Assurance

VIII.1.1 Structure

- In-Plant Control: The Successful Contractor must have and maintain an effective in-plant quality assurance program. The program must be in writing and have defined objectives and procedures. The quality assurance function shall exercise quality control over all phases of overhaul from initiation of design through preparation for delivery. The function shall also control the quality of supplied articles.

- Authority and Responsibility: The quality assurance management shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control system, and acceptance/rejection of materials and manufactured and remanufactured equipment. This group must be properly trained in the overhaul process specific to COUNTY buses as well as the inspection and quality standard requirements. Quality assurance must report directly to senior management.

VIII.1.2 Functions

At a minimum, the quality assurance program shall:

- Verify inspection operation instructions to ascertain that the bus overhaul product meets all prescribed requirements.

- Maintain and use records/data that are essential to the effective operation of its program. These records and data shall be available for review by the Resident Inspector(s). Inspection and test records for this procurement shall be available to the COUNTY for a minimum of three (3) years after inspections and tests are completed.

- Detect and promptly assure correction of any conditions that may result in defective equipment. These conditions may occur in designs, purchases, manufacture, repair, recondition, remanufacture, tests or operations that culminate in defective supplies, services, facilities, technical data or standards.

VIII.1.3 Standards and Facilities

The following standards and facilities shall be basic to the quality assurance process.

- Configuration Control: The Successful Contractor shall maintain drawings and other
documentation that completely describe a qualified system that meets all the requirements of this procurement. The quality assurance program shall verify that the system and its components are produced in accordance with these control drawings and documentation. Information pertinent to this section shall be available to the COUNTY upon request.

- Measuring and Testing Facilities: The Successful Contractor shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance program to verify that the components conform to all specification requirements. These devices shall be calibrated at established periods against certified measurement standards that have known valid relationships to national standards.

- Production Tooling as Media of Inspection: When production jigs, fixtures, tooling masters, templates, patterns and other devices are used as media of inspection, they shall be proved for accuracy at formally established intervals and adjusted as necessary.

- Equipment Use by Resident Inspector(s): The Successful Contractor’s gauges and other measuring and testing devices shall be made available for use by the Resident Inspector(s) to verify that the components conform to all specification requirements. The Successful Contractor’s personnel shall be made available to operate the devices and to verify their condition and accuracy.

VIII.1.4 Control of Purchases

Supplier Control: The Successful Contractor shall require that each supplier maintain a quality control program for the services and supplies that it provides. The Successful Contractor’s quality assurance program shall inspect and test materials provided by suppliers for conformance to specification requirements. Materials that have been inspected, tested and approved shall be identified as acceptable to the point of use in the bus overhaul process. Control shall be established to prevent inadvertent use of nonconforming materials.

Purchasing Data: The Successful Contractor shall ensure that all applicable specification requirements are properly included or referenced in purchase orders of articles to be used on the equipment.

VIII.1.5 Overhaul Control

The Successful Contractor shall ensure that all basic overhaul operations as well as all other processing and fabricating are performed under controlled conditions. Establishment of these controlled conditions shall be based on the documented work instructions, adequate equipment, and special working environments if necessary.

- Completed Item: A system for final inspection and test of completed components shall be provided by the quality assurance program. It shall measure the overall quality of each completed component.
• Non-Conforming Materials: The quality assurance program shall monitor the Successful Contractor's system for controlling non-conforming materials. The system shall include procedures for identification, segregation and disposition.

• Statistical Techniques: Statistical analysis, tests and other quality control procedures may be used when appropriate and generally accepted in the quality assurance process.

• QA Inspection Status: A system shall be maintained by the quality assurance program for identifying the inspection status of completed components. Identification may include cards, tags, or other normal quality control devices.

VIII.1.6 Quality Assurance Inspection System

The quality assurance program shall establish, maintain and periodically audit a fully documented inspection system. The system shall prescribe inspection and test of materials, work in progress and completed articles. At a minimum, it shall include the following:

• In-Process Inspection: Visual and road test inspections shall be conducted for documentation purposes and evaluation on the overhaul site. Continuous inspections shall be conducted in accordance with predetermined overhaul sequences. These inspections verify the condition of the existing structure and functional components, and the quality of the work being performed.

• Repairs, rework, rebuild, or replacement shall be conducted in accordance with Successful Contractor’s Maintenance Manuals specifications and procedures, or in non-standard cases, by Successful Contractor’s engineering directive or Service Bulletins.

• Inspection Stations: Inspection stations shall be at the best locations to provide for work content and characteristics to be inspected. Stations shall provide the facilities and equipment to inspect structural, electrical and other components and assemblies for specification compliance. Stations shall also be at the best locations to inspect or test characteristics before they are concealed by subsequent fabrication or assembly operations. These locations shall minimally include:

  o underbody structure completion,
  o body framing completion,
  o body prior to paint preparation,
  o water test before interior trim and insulation installation,
  o engine installation completion,
  o underbody dress-up and completion,
  o bus prior to final paint touchup,
  o final paint quality
  o bus prior to road test, and
  o bus final road test completion

• Inspection Personnel: Sufficient trained inspectors shall be used by the Successful Contractor to ensure that all materials, components and assemblies are inspected for conformance with
the qualified bus design.

- Inspection Records: Rework or rejection identification shall be attached to inspected articles. Articles rejected as unsuitable or scrap shall be plainly marked and controlled to prevent inadvertent installation on COUNTY buses. Articles that become obsolete as a result of engineering changes or other actions shall be controlled to prevent unauthorized assembly or installation. Unusable articles shall be isolated and then scrapped.

- Quality Assurance Audits: The quality assurance program shall establish and maintain a quality control audit program. Records of this program shall be subject to review by the COUNTY or its assigned designee.

- Inspection Audits of Major Component Rebuilds: Rebuild of major components shall be provided by original OEM supplier or authorized designee. Test data, certificates and warranties are required, and become a part of the final vehicle overhaul record. The OEM suppliers’ warranty, only, will apply to its rebuild work. The COUNTY or its designated representative shall have access to and review authority of all such documentation.

Inspection audits may be performed by the COUNTY or its assigned designee and Successful Contractor’s management or designees routinely during the overhaul process of subcontracted work.

**VIII.2 Third Party In-Plant Project Oversight**

**VIII.2.1 In-Plant Representation**

COUNTY representative(s) will represent the COUNTY at the Successful Contractor’s plant. In-plant inspector(s), referred to as Resident Inspector(s), shall monitor, in the Successful Contractor's plant, the complete overhaul of buses under this procurement. Upon request to the Successful Contractor's quality assurance supervisor, COUNTY representative(s) shall have access to the Successful Contractor's quality assurance files related to this procurement. These files shall include drawings, material standards, parts lists, inspection processing and reports, and records of defects.

The Resident Inspector(s) shall meet with the Successful Contractor's quality assurance manager and review the inspection procedures and checklists. COUNTY representative(s) may begin monitoring bus overhaul activities prior to the start of work on COUNTY buses.

The Successful Contractor shall provide office space for the Resident Inspector(s) in close proximity to the bus overhaul area. This office space shall provide an acceptable working environment and be equipped with:

- Desk, chairs
- Connection to internet services (inspection staff to provide computer(s))
- Printer
- Copier
The presence of these Resident Inspector(s) in the plant shall not relieve the Successful Contractor of its responsibility to meet all of the requirements of this procurement.

**VIII.2.2 In-Plant Inspection Project Management**

Resident Inspector(s) will report to an off-site Inspection Project Manager (IPM) on a daily basis, verbally or electronically. The IPM shall be employed by the same third-party firm as the Resident Inspector(s).

**VIII.2.2.1 Communication Protocol**

The Successful Contractor shall meet with the Resident Inspector(s) each morning to review rehab work to be performed that day. Based on daily contact with Resident Inspector(s), the IPM shall immediately inform the COUNTY as needed to apprise the staff of potential production delays and when specification compliance or other issues arise that requires the COUNTY’s intervention.

The Successful Contractor shall identify staff, preferably one contact person, to communicate directly with the IPM to clarify and help resolve issues. That person shall immediately notify the Residential Inspector as soon as any potential issues arise. If needed, the IPM will initiate a call with the COUNTY, the Successful Contractor, the COUNTY’s maintenance contractor, and/or the Resident Inspector(s) to resolve issues. Photographs and video will be taken by the Resident Inspector and forwarded to the IPM, the COUNTY, and the COUNTY’s maintenance contractor as needed. Resident Inspector(s) shall not have the authority to approve change orders or production delays, nor accept on the COUNTY’s behalf any defects, quality issues or specification of non-conformance items.

Regarding whether a particular part or component requires repair or replacement, it shall be up to the Successful Contractor to make that determination. The Resident Inspector(s) will endeavor to respond with a decision within one (1) working day to approve or disagree with the Successful Contractor’s determination assuming all information needed to make a decision such as OEM specifications, drawings, photographs, etc. are provided to the Resident Inspector in a timely manner.

If the Resident Inspector concurs, action as determined by the Successful Contractor is approved. If the Resident Inspector disagrees with the Successful Contractor’s determination, both sides shall work to resolve their differences. In cases where the Resident Inspector(s) and the Successful Contractor cannot agree on a mutually acceptable course of action, a qualified engineer (minimum B.S. degree in engineering plus at least 10 years’ experience in transit bus engineering with backgrounds in manufacturing, bus testing and specification review and compliance) from the third-party firm will make the final determination and all parties shall abide by that decision.
Together with input provided by the engineer and the COUNTY’s maintenance contractor, the Resident Inspector(s) and Successful Contractor will make most determinations for buses to be overhauled going forward. Thereafter, when questions arise the engineer and a representative from the COUNTY’s maintenance contractor will be available for remote consultation and, if necessary, will travel to the plant.

VIII.2.2.2 Files and Records

The Resident Inspector(s) shall maintain all records, files, correspondence, memorandum and documentation related to the bus overhaul project. The Resident Inspector(s) shall also maintain individual bus files. These files shall include, at a minimum: Successful Contractor’s final inspection sheets; list of items replaced, repaired or remanufactured; test result certificates; a signed authorization to ship; and weight slip.

Discrepancies noted by the Successful Contractor or Resident Inspector during the bus overhaul process shall be included in these files by the inspection personnel on a record that accompanies the vehicle, major component, subassembly or assembly from the start of the overhaul process through final inspection. The Resident Inspector(s) shall package original bus files and include them in a clearly marked container with each bus. The Resident Inspector(s) shall retain copies of all files and send them to the third-party inspection firm after the last bus has been accepted to be retained as copies for a minimum of three (3) years.

Resident Inspector(s) will at all times keep the Successful Contractor informed of deficiencies noted during inspections by providing a copy of the inspection results at least daily. Status of deficiencies will be summarized weekly by the Resident Inspector(s) to the IPM, who will, in turn, forward them to the COUNTY in the form of a weekly status report. As noted above, deficiencies affecting the production schedule or that require the COUNTY’s immediate intervention shall be communicated by the Resident Inspector or IPM immediately to the COUNTY.

VIII.2.2.3 Weekly Status Reports

The Resident Inspector(s) shall submit a written weekly progress status report to the IPM, which in turn shall be edited by the IPM and sent to the COUNTY via email by every Monday morning until all buses have been released. The weekly status report shall include at a minimum, but not be limited to, the following items:

- Buses in process of overhaul
- Summary status of each bus being overhauled
- List of Open Issues that exist for each or all buses, defined as defects, quality issues or specification non-conformance items unacceptable in current form
- List of Closed Issues, defined as previously Open Issues that were resolved including a
description of how the issues were resolved

- List of buses accepted and released for shipment including those with certain conditions

- A narrative summary of other project activities. This should include, but is not limited to, technical and programmatic accomplishments, plant shutdowns for holidays and other reasons, identification of general problem area(s) and deficiencies identified during the week affecting all buses, and the Successful Contractor’s solutions, performance forecast, recommendations, and other salient information that would provide the COUNTY the necessary information with which to assess the project’s progress.

- Any additional reports per request of the county.

**VIII.3 Testing and Acceptance**

**VIII.3.1 Testing**

The Successful Contractor shall conduct fully documented tests on each vehicle during and following the overhaul to determine its acceptance to overall quality and specification compliance. These acceptance tests shall include pre-delivery inspections and testing. The Resident Inspector shall monitor these procedures and tests during all phases of the overhaul process. The testing shall include at a minimum:

- Brake Test (Decelerometer)
- Water test as outlined in APTA’s Standard Bus Procurement Guidelines (SBPG)
- Shift points documentation
- HVAC testing
- Road tested for a minimum of 75 miles over a variety of surfaces, under various conditions, and with sustained speeds of 65 mph, to simulate COUNTY service operations

Buses shall not be accepted until the results of all of the above tests are thoroughly documented and meet the minimum OEM performance requirements and are satisfactory to the COUNTY project manager or agent(s) of the COUNTY. The documents shall be in a clear format and shall be easy to draw appropriate conclusions. No buses will be shipped until this information has been submitted to the COUNTY.

Additional tests may be conducted at the discretion of Successful Contractor’s management to ensure that the completed vehicles have attained the desired quality and have met requirements of the Successful Contractor’s and the COUNTY’s technical specifications. This additional testing shall be recorded on the appropriate pre-approved test forms, and, at the COUNTY’s
discretion, may be done under the observation of COUNTY personnel or designee.

The results of the pre-delivered tests, and any other tests, shall be filed with the work and material records for each vehicle. Authorization forms for the release of each vehicle for delivery shall be provided by the Successful Contractor. An executed copy of the authorization shall accompany the delivery of each vehicle along with other files. The above inspection is in addition to any and all tests and inspections required by the COUNTY. The Successful Contractor shall also conduct tests to verify compliance with all applicable current Federal, State, and Local requirements as indicated in Section

VIII.3.2 Acceptance

VIII.3.2.1 Final Acceptance by Resident Inspector

After the Successful Contractor has performed all testing and inspections, the Resident Inspector(s) shall conduct a final inspection when the bus is presented by the Successful Contractor. The final inspection and all other inspections by the Resident Inspector shall take place under conditions of adequate lighting.

Discrepancies noted by the Resident Inspector(s) during the bus overhaul process shall be resolved by the Successful Contractor and approved by the Resident Inspector(s).

When all noted defects, specification deviations and other issues have been corrected by the Successful Contractor, the Resident Inspector(s) will verify all of these items before accepting the bus and releasing it for shipment. At each stage of the final inspection process, the Resident Inspector(s) will send reports to the Successful Contractor and IPM who will, in turn, summarize findings in weekly reports to the COUNTY as described above.

In cases where the Successful Contractor refuses to take actions to correct discrepancies or deficiencies or take necessary steps to bring conditions or articles in conformity with the requirements of the contract specifications, the Resident Inspector and IPM will work with the Successful Contractor to settle the dispute(s). If discrepancies cannot be resolved to the third-party inspection team’s satisfaction, the IPM will inform the COUNTY, explain the dispute, and act as technical advisor to COUNTY if needed. The IPM will communicate the COUNTY’s decision to the Successful Contractor. If discrepancies cannot be corrected to the COUNTY’s satisfaction or the COUNTY does not authorize conditional release, the Resident Inspector(s) shall not accept the vehicle(s).

For those defects that will cause long delays or are the type best corrected by the Successful Contractor at the COUNTY’s facilities (if available, near COUNTY if not), the COUNTY’s project manager will decide as to how they should be handled and whether or not to authorize releasing the bus with conditions. COUNTY’s Project Manager, or designee, will inform the Successful Contractor, with copies to the Transit Division Manager, the IPM and the Resident Inspector(s), when each bus is authorized for release with conditions. If buses are accepted with certain conditions the Resident Inspector(s) will note this on the appropriate file; the IPM will also note the conditional release on the next weekly report.
III.3.2.2 Final Acceptance at COUNTY

The final acceptance inspection, conducted at the COUNTY facilities in Georgia, will be performed by the COUNTY Quality Assurance Manager who will provide copies of the report to the COUNTY’s Maintenance Manager, the COUNTY’s Project Manager and the IPM. The IPM will then provide the Contactor with a copy of defects uncovered during the final inspection and will also convey when each bus has been accepted. Acceptance at the County facility in Georgia constitutes the beginning of the warranty period and the end date for each bus overhaul. The final inspection defect report(s) will be provided to the Resident Inspector(s) and IPM. All items defined in these reports shall be corrected on all units prior to shipment of any remaining buses being overhauled. If needed, the IPM will hold teleconferences with the Successful Contractor and Resident Inspector(s) to determine the cause of defects and ways to reduce them.

Information regarding all defects discovered during the final inspection processes shall be transmitted to the Contractor’s production shop staff for their education and to eliminate the opportunities for repeats of the same type defects on subsequent County buses.

VIII.4 Warranty Requirements

The Successful Contractor shall assume all warranty responsibility for workmanship, parts and equipment involved in the overhaul process whether performed by the Successful Contractor or purchased from an outside source. Under no conditions shall the Successful Contractor delegate warranty responsibility to suppliers and/or other outside sources, except for engine and transmission warranties that will be provided directly by the manufacturer.

Warranties in this document are in addition to any statutory remedies available to the COUNTY or warranties imposed on the Successful Contractor. Consistent with this requirement, the Successful Contractor warrants and guarantees to the COUNTY each complete overhauled bus, and specific subsystems and components as follows:

VIII.4.1 Warranty Period

All work performed by the Successful Contractor or under the Successful Contractor’s control on overhauled buses shall be warranted and guaranteed to be free from defects and related defects for one year beginning on the date the bus is accepted by the COUNTY. During this warranty period, the overhauled bus shall maintain its structural and functional integrity. In cases where the Successful Contractor determines that a part or component identified in this specification as requiring repair or replacement on an “as needed” basis does not require repair or replacement, that part or component shall still be covered by the warranty, except for glass. The warranty is based on regular operation of the overhauled bus under the operating conditions prevailing in the COUNTY’s locale.

VIII.4.2 Subsystems and Components

If longer warranties are offered as standard for subsystems and components, these warranties shall be
passed on to the COUNTY. The Successful Contractor shall provide a report containing full warranty information including the contact, expiration date, other pertinent information, and arrange transfer of warranty administration to the COUNTY or its agent.

**VIII.4.3 Warranty Continuation and Extension**

During the warranty period, if any component, unit, or subsystem is repaired, rebuilt, or replaced, the component, unit or subsystem shall retain the unexpired warranty period of the original component, unit or subsystem. If, during the warranty period, repairs, rebuilding, or replacement of a component, unit or subsystem are not completed due to lack of material or inability to provide the proper repair for thirty (30) or more calendar days, the applicable warranty period shall be extended by the number of days equal to the delay period.

**VIII.4.4 Voiding of Warranty**

The warranty shall not apply to any part or component of the bus that has been subject to misuse, negligence, accident, or that has been repaired or altered in any way as to affect adversely its performance or reliability, except insofar as such repairs were in accordance with the original OEM maintenance manuals and the workmanship was in accordance with recognized standards of the industry. The warranty shall also be void if the COUNTY (or its agent) fails to conduct inspections and scheduled preventive maintenance.

**VIII.4.5 Items Excepted from Warranty**

The warranty shall not apply to:

1. Failures due to lack of performance of maintenance in accordance with preventative maintenance schedules or lack of normal maintenance service as specified in the applicable manufacturer’s maintenance instructions or manuals.

2. Any part of the vehicle not supplied as original equipment to the COUNTY with the vehicle (e.g., radios, fareboxes, cameras) except insofar as such equipment may be damaged by the Successful Contractor or damaged due to failure of a part or component for which the Successful Contractor is responsible.

3. Defect(s) as a result of improper conversion or installation of equipment and part(s) by other manufacturer(s) or supplier(s) after acceptance of the overhauled vehicle by COUNTY.

4. Glass breakage unless caused by body and structural modifications made by the Successful Contractor.

5. Damage as a result of the use of unreleased or unapproved lubricants and/or cooling mixture (anti-freeze and anti-corrosion additives) or the release of lubricants.

6. Any vehicle that has had the odometer mileage changed or tampered with.
7. Damage from the environment, such as airborne fallout (chemicals, tree sap, etc.) salt, hail, windstorm, lightening.

**VIII.4.6 Detection of Defects**

Buses experiencing defects need to be repaired as quickly as possible in order to minimize down time. Certain defect repairs, such as those affecting the safety, reliability, and/or comfort of an in-service bus or those discovered during a routine preventive maintenance inspection, preclude the COUNTY (or its agent) from providing the Successful Contractor advance notice of such repairs. Therefore, the COUNTY (or its agent) will handle warranty repairs in a fashion similar to the process used for new bus warranties; in general, this means that defects will be repaired right away and the COUNTY (or its agent) will not provide advance notice to the Successful Contractor. The COUNTY will endeavor to provide advanced notice for repairs that may or will require substantial labor or replacement of costly components. In any event, the COUNTY (or its agent) will, within two (2) working days of work order closeout, discuss, email or otherwise notify the Successful Contractor of the warranty event. Information will include enough detail to complete the warranty claim including cause, troubleshooting method, and correction, including providing the Successful Contractor with the following information:

1. Last five digits of the VIN number.
2. Overhaul acceptance date.
4. Part numbers for the required components, if known.
5. The nature of the problem.
6. Symptoms exhibited that led to the diagnosis of the problem.
7. Cause of the problem
8. Action that was or will be taken to correct the problem.

**VIII.4.7 Scope of Warranty Repairs**

Should the Successful Contractor believe a warranty claim (in whole or in part) is outside the scope of covered repairs and/or improperly performed, written notice shall be given to the COUNTY’s designated representative, via email or fax, within two (2) working days after the COUNTY’s (or its agent’s) notification of warranty claim. In cases where the COUNTY (or its agent) and the Successful Contractor cannot reach agreement within an additional two (2) working days, a qualified engineer (with 10 years of experience in transit bus engineering with backgrounds in manufacturing, bus testing, specification review, and compliance) from the COUNTY’s third-party inspection firm will make the final determination and all parties shall abide by that decision. The total cost for this action shall be paid by the Successful Contractor including but not
limited to compensation for the engineer’s time at the COUNTY’s TBD contract rate for that position. Should the engineer uphold the successful Contractor’s position that a warranty claim (in whole or in part) is in fact outside the scope of covered repairs and/or improperly performed, the COUNTY will pay all costs associated with making the engineering determination.

VIII.4.8 Repair Performance

The COUNTY (or its agent) may require the Successful Contractor or its designated representative to perform warranty-covered repairs. At the COUNTY’s sole discretion the work may be performed by the COUNTY (or its agent), with reimbursement by the Successful Contractor. Expediency of quality repairs is critical for the County to maintain buses in revenue service and shall be of paramount importance to the Successful Contractor.

VIII.4.8.1 Repairs by Successful Contractor

If the COUNTY (or its agent) requires the Successful Contractor to perform warranty-covered repairs, the Successful Contractor's representative must begin work necessary to affect repairs, within two (2) working days after receiving notification of a defect from the COUNTY (or its agent). The COUNTY (or its agent) shall make the overhauled bus available to enable the Successful Contractor to complete repairs. The Successful Contractor shall provide at its own expense all spare parts, tools, and space required to complete repairs. At the COUNTY’s (or its agent’s) option, the Successful Contractor may be required to remove the overhauled bus from COUNTY property while repairs are being affected. Regardless of where repairs are performed work must be diligently pursued in a timely manner by the Successful Contractor or its representatives.

VIII.4.8.2 Repairs by COUNTY (or its agent)

VIII.4.8.2.1 COUNTY-supplied Parts

The Contractor shall automatically authorize the COUNTY to make repairs costing up to $1,000 per bus for rebuilt or overhauled buses delivered to the COUNTY that need repairs prior to being accepted and placed into revenue service.

If the COUNTY or its agents perform the warranty-covered repairs, it shall correct or repair the defect and any related defects using Contractor-specified spare parts available from its own stock or those supplied by the Contractor specifically for this repair. Monthly, or at an alternative period to be mutually agreed upon, reports of all repairs covered by this warranty shall be submitted by the COUNTY to the Contractor for reimbursement or replacement of parts. The Contractor shall provide forms for these reports.

VIII.4.8.2.2 Successful Contractor-supplied Parts

The COUNTY (or its agent) may request that the Successful Contractor supply replacement (new, rebuilt, and/or remanufactured) parts consistent with the requirements in this RFP for warranty-covered repairs being performed by the COUNTY (or its agent). Should replacement, re-built, and/or remanufactured parts fail multiple times, either on the
same or different vehicle, the Successful Contractor will, if requested by the COUNTY (or its agent) supply new parts for subsequent replacements. These parts shall be received, prepaid to the COUNTY, from any source selected by the Successful Contractor within three (3) working days of receipt of the request for said parts provided that the source can supply the parts within this time-frame and Successful Contractor supplies evidence of attempting to obtain parts from all OEM approved vendors (as defined in this document) if parts cannot be supplied within three (3) working days. If requested by the COUNTY (or its agent) and authorized by the Successful Contractor, the part(s) may be expedited with special delivery to a repair facility if the bus is in need of emergency warranty parts to make it drivable.

VII.4.8.3 Defective Components Return

The Successful Contractor may request that parts covered by the warranty be returned. Materials shall be returned in accordance with Successful Contractor's instructions. If the Successful Contractor determines that a returned part was not defective the Successful Contractor shall provide justification for the rejection based on OEM specifications, and the returned part may be charged back to the COUNTY (or its agent), at the Successful Contractor’s discretion. In cases where the COUNTY (or its agent) and the Successful Contractor disagree about whether or not a part was defective, a qualified engineer (with 10 years of experience in transit bus engineering with backgrounds in manufacturing, bus testing and specification review and compliance) from the COUNTY’s third-party inspection firm will make the final determination and all parties shall abide by that decision. The total cost for this action shall be paid by the Successful Contractor including but not limited to return shipping costs and compensation for the engineer’s time at the COUNTY’s TBD contract rate for that position. Should the engineer uphold the successful Contractor’s position that a returned part was in fact not defective, the COUNTY will pay all costs associated with making the engineering determination.

VIII.4.8.3.1 Reimbursement for Labor

The COUNTY (or its agent) shall be reimbursed by the Successful Contractor for labor. The amount shall be determined by multiplying the number of actual man-hours required to correct the defect by the current hourly rate of the COUNTY’s agent, currently First Transit, plus the cost of towing the bus if such action was necessary and if the bus was in the normal service area.

VIII.4.8.3.2 Reimbursement for Parts

The COUNTY (or its agent) shall be reimbursed by the Successful Contractor for defective parts and for parts that must be replaced to correct the defect. The reimbursement shall be at the invoice cost of the part(s) at the time of repair and shall include taxes where applicable and twenty-five percent (25%) handling costs.

VIII.4.8.3.3 Repairs by Third Party

In the event that repairs must be made by a third-party repair facility, the COUNTY will
coordinate with the Contractor who, having ultimate responsibility, must arrange for the third-party repair shop to affect the repairs. The County or its agent, currently First Transit, will arrange for local transportation of a bus up to 40 miles, one way. Transportation over 40 miles one way will be the responsibility of the Contractor.

VIII.4.9 Filing Warranty Claims

Following acceptance, the COUNTY’s service provider will file all claims. Monthly reports of all repairs covered by this warranty shall be submitted by the COUNTY to the Successful Contractor for reimbursement. The Successful Contractor shall provide forms for these reports. Reports may be submitted for an alternative period of time if mutually agreed upon by the County and the Contractor. Response to submitted claims shall be issued by the Successful Contractor within ten (10) business days and the Successful Contractor shall pay all claims via check within 30 calendar days.

VIII.4.10 COUNTY’s Responsibilities

The COUNTY (or its agent), shall be responsible for:

1. Performing maintenance on the vehicle as described in the applicable coach maintenance manual, engine maintenance manual, or transmission maintenance manual.

2. Providing service items, such as fluids, filters, lubricants, bulbs, fuses, wiper blades, brake linings, and normal wear and tear items. Such items replaced during the overhaul by the Contractor are excluded.

3. Paying for small adjustments, repairs of less than one-half hour without parts.

4. Keeping preventative maintenance records and repair records, which may be required to substantiate a warranty claim.

5. Using good judgment in the handling of warranty matters.
ATTACHMENT A: REFERENCES

Describe previous work experience for a minimum of five (5) contracts that are similar in-service type, size, scope, and/or complexity within the past five (5) years. Information shall include, but is not limited to, the following.

Client Company’s Name: 

Address: 

Contract Administrator during overhaul process: 

Phone: email: 

Contract administrator during warranty administration: 

Phone: email: 

Detailed scope of Services: 

Beginning and ending dates: 

Contract value: $ Number of vehicles: 

Make and model 

Ages of vehicles 

Other information: 


ATTACHMENT B: COST PROPOSAL

See Section V.1, Schedule of Prices, for important information needed to prepare cost proposal.

Attachment B Part 1 (4 pages)
Rebuild Itemized Cost Sheet

Note: Details and requirements of all categories are located in the referenced section of the RFP Technical Specification.

<table>
<thead>
<tr>
<th>Specification Required Items:</th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>No.</td>
<td>Section</td>
<td>Additional Description</td>
<td>Parts Cost</td>
<td>Labor Hours</td>
</tr>
<tr>
<td>VII.1</td>
<td>Front Axle</td>
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<tr>
<td>VII.2</td>
<td>Rear Axle</td>
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<tr>
<td>VII.3</td>
<td>Body</td>
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<tr>
<td>VII.4</td>
<td>Brakes and Air System</td>
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<tr>
<td>VII.5</td>
<td>Cooling System</td>
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<tr>
<td>VII.6</td>
<td>Electrical System</td>
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<tr>
<td>VII.7</td>
<td>Engine</td>
<td></td>
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<tr>
<td>VII.8</td>
<td>Fuel System</td>
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<tr>
<td>VII.9</td>
<td>Steering</td>
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<tr>
<td>VII.10</td>
<td>Suspension</td>
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<tr>
<td>VII.11</td>
<td>Transmission</td>
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<tr>
<td>VII.12</td>
<td>Driveshaft</td>
<td></td>
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### VII.13 Wheels, Hubs and Tires

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<tr>
<th>Parts Cost</th>
<th>Labor Hours</th>
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### VII.14 HVAC System

<table>
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<tr>
<th>Parts Cost</th>
<th>Labor Hours</th>
<th>Labor Cost</th>
<th>Total</th>
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### VII.15 Wheelchair Lift

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<tr>
<th>Parts Cost</th>
<th>Labor Hours</th>
<th>Labor Cost</th>
<th>Total</th>
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</table>

### VI.2 Transportation Costs | Transportation Cost Round Trip

<table>
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<tr>
<th>Parts Cost</th>
<th>Labor Hours</th>
<th>Labor Cost</th>
<th>Total</th>
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</table>

**Note:** This section shall include totals of only Specification Required Items above.

Total Specification Required Items Per Coach:

<table>
<thead>
<tr>
<th>Parts Cost</th>
<th>Labor Hours</th>
<th>Labor Cost</th>
<th>Total</th>
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Total Specification Required Items Cost for 19 Coaches:

<table>
<thead>
<tr>
<th>Parts Cost</th>
<th>Labor Hours</th>
<th>Labor Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>No.</td>
<td>Section</td>
<td>Additional Description</td>
<td>Parts Cost</td>
</tr>
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<td>---------------------------------------------------------------------------------------</td>
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<tr>
<td>VII.3.1.4.1</td>
<td>Electronic Signs</td>
<td>Install Hanover destination signs to match the electronic signs across the fleet. TO BE PRICED AS AN OPTION ITEM</td>
<td></td>
</tr>
<tr>
<td>VII.3.2.1.4</td>
<td>Understructure</td>
<td>The Contractor shall provide Optional Pricing for installation of a Sports Work luggage bay bike rack</td>
<td></td>
</tr>
<tr>
<td>VII.3.6.1</td>
<td>Passenger Amenities</td>
<td>The Contractor shall provide Optional Pricing for USB/Outlets for each passengers seating area. Decals for this additional feature should be included to be placed at each location and on the outside of the bus at the entrance door. Exact installation location for the USB outlets subject decals must be approved by the County or their designated representative</td>
<td></td>
</tr>
<tr>
<td>VII.3.6.4</td>
<td>Passenger Amenities</td>
<td>The Contractor shall provide Optional Pricing for LED reading lights to be installed with new lenses</td>
<td></td>
</tr>
<tr>
<td>VII.6.1.2</td>
<td>Electrical System</td>
<td>The Contractor shall provide Optional Pricing for installing an EMP Power 535 alternator</td>
<td></td>
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</tbody>
</table>
The Contractor shall provide Optional Pricing for components, brackets and wiring necessary to retrofit electrical system to accept “optional” EMP alternator shall be included and installed using manufacturers specifications.

<table>
<thead>
<tr>
<th>VII.6.1.4</th>
<th>Electrical System</th>
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Note: This section shall include totals of only Change Order Items above.

<table>
<thead>
<tr>
<th>Part Cost</th>
<th>Labor Hours</th>
<th>Labor Cost</th>
<th>Total</th>
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</table>

Total Change Order Items Per Coach: 
Total Change Order Items Cost for 19 Coaches: 

<table>
<thead>
<tr>
<th>Part Cost</th>
<th>Labor Hours</th>
<th>Labor Cost</th>
<th>Total</th>
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</table>

Total Specification Required and Change Order Items:

Note: This section shall include totals of pricing from Specification Required Items and Change Order Items above.

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<tr>
<th>Part Cost</th>
<th>Labor Hours</th>
<th>Labor Cost</th>
<th>Total</th>
</tr>
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</table>

Grand Total Rebuild Per Coach: 
Grand Total Rebuild Cost for 19 Coaches: 

<table>
<thead>
<tr>
<th>Part Cost</th>
<th>Labor Hours</th>
<th>Labor Cost</th>
<th>Total</th>
</tr>
</thead>
</table>

Cost/Rate for Unspecified Change Orders

Extra Parts Overhead

Extra Labor Rate (per hour)

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</table>

Payment Discount Terms
<table>
<thead>
<tr>
<th>Ref #</th>
<th>Item from Section VII of Specification</th>
<th>Parts Cost</th>
<th>Labor Cost</th>
<th>Total Cost One Bus</th>
<th>Total Cost All Candidates</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>VII.1.1.1 The front axle kingpins, thrust bearing assemblies, seals, shims and kingpin bushings shall be inspected and replaced as necessary. The steering knuckle assembly shall be inspected for damage and rebuilt, repaired or replaced, as needed. Seal surface damage may result in the use of a seal sleeve or knuckle replacement. If during the inspection of the front axle beam defects are discovered, the beam shall be replaced as repairs are not permissible. If axle related components require replacement it shall be done as a change order based on the cost to be provided in Attachment B Part 2.</td>
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<tr>
<td>2</td>
<td>VII.1.2.1 All tie rod ends, nuts, clamps and fasteners and tie rod center link shall be inspected and replaced if damaged. The tie rod arms shall be inspected and replaced if damaged or the bore is out round. If repair or replacement is required, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.</td>
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<tr>
<td>3</td>
<td>VII.2.1.1 The entire Meritor rear axle is to be inspected and dye penetrant tested to ensure housing cracks are not present. Housing cracks shall be repaired. If the housing requires repair or replacement, it shall be done as a change order based on the cost to be provided in Attachment B Part 2. The housing shall be treated to prevent rust.</td>
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<tr>
<td>4</td>
<td>VII.2.1.2 The rear drive axle housing tube seal surfaces, mounting plates, fill/drain threads shall all be inspected and repaired as necessary. If the housing requires repair or replacement, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.</td>
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<tr>
<td>5</td>
<td>VII.2.1.4 The differential carrier assembly shall be removed and inspected. If replacement is necessary, the carrier shall be replaced with a new factory unit of the same final drive ratio (4.30:1) and it shall be done as a change order based on the cost to be provided in Attachment B Part 2.</td>
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<tr>
<td>Ref #</td>
<td>Item from Section VII of Specification</td>
<td>Parts Cost</td>
<td>Labor Cost</td>
<td>Total Cost One Bus</td>
<td>Total Cost All Candidates</td>
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<tr>
<td>6</td>
<td>VII.2.2.2 The tag axle spindles shall be inspected for cracks, condition of the bearing surfaces and repaired, resurfaced or replaced as necessary. Seal surface damage may result in the use of a seal sleeve or knuckle replacement. If the spindles require repair or replacement, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.</td>
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<tr>
<td>7</td>
<td>VII.3.1.2.2 Damaged door panels shall be replaced. If the door panels require repair or replacement, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.</td>
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<tr>
<td>8</td>
<td>VII.3.1.2.5 Door shafts shall be cleaned, inspected, repainted or replaced as necessary. If the shafts require repair or replacement, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.</td>
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<tr>
<td>9</td>
<td>VII.3.1.2.9 Missing hinge covers shall be replaced and installed as necessary. If the hinge covers require replacement, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.</td>
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<tr>
<td>10</td>
<td>VII.3.1.3.1 Any cracked, damaged, or permanently fogged windows and related glazing material (weather-stripping, seals, etc.) shall be replaced as approved by the Resident Inspector. Damaged window frames shall be replaced as needed. If windows or frames require replacement, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.</td>
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<td>11</td>
<td>VII.3.1.3.3 If the driver’s window assembly needs to be replaced, new fasteners and, as required, sealant shall be used in the replacement. If replacement is required, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.</td>
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<td>VII.3.2.1.1 After powertrain removal, the engine bay area shall be thoroughly cleaned and all bulkheads and all engine compartment frame and rail assemblies shall be inspected for cracks and rust. Cracks shall be repaired using industry accepted standards for repair of structural material. Required repairs shall be made to return the engine compartment frame, rail, and bulkhead to OEM condition. Costs to completely replace a bulkhead, when necessary, shall be done as a change order per the cost to be provided in Attachment B Part 2.</td>
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<td>VII.3.2.1.3 Structural components shall be tested using an ultrasonic thickness tester, to measure metal thickness. Where greater than 15 percent of the original material thickness is removed by corrosion, wear, etc., parts shall be replaced. For the purposes of this section, structural components shall include all longitudinal, transverse and diagonal metal components and members that form the underside of the bus and provide structural support for chassis, body, drivetrain, and suspension. If the Contractor discovers hidden structural damage, the COUNTY will authorize repair as a change order, assuming the Contractor and Resident Inspector agree such repair is necessary. If structural items require repair or replacement, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.</td>
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<td></td>
<td>VII.3.5.1.2 Seats which require repair or replacement shall be done as a change order based on the cost to be provided in Attachment B Part 2. If the original upholstery fabric is unavailable, the Contractor shall provide fabric swatches to County staff so they can select a new fabric. The arm rests shall be changed using same type.</td>
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<td>VII.3.5.1.3 If seats are to be repaired or replaced, the passenger seat frames shall be cleaned to a like new condition and inspected for defects. If the seat frames require repair or replacement, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.</td>
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<td>VII.3.5.1.4 If the seat padding requires repair or replacement, it shall be done as a change order based on the cost to be provided in Attachment B Part 2. All seat padding shall be replaced with a durable padded seat insert of OEM thickness and composition.</td>
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<td>17</td>
<td>VII.3.5.1.5 If the plastic components of the passenger seats require repair or replacement, it shall be done as a change order based on the cost to be provided in Attachment B Part 2. Plastic components of the passenger seats shall be replaced or refinished per OEM specifications to match original color scheme.</td>
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<td>18</td>
<td>VII.3.5.1.6 If the seat reclining mechanisms require repair or replacement, it shall be done as a change order based on the cost to be provided in Attachment B Part 2. Passenger seat reclining mechanisms shall be replaced to restore to original operational function. Seats shall be securely reattached to the body of the bus per OEM specifications.</td>
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<td>19</td>
<td>VII.3.6.2 The overhead parcel lights and racks shall be replaced if they are broken, cracked or defaced. If the parcel lights and racks require repair or replacement, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.</td>
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<td>20</td>
<td>VII.3.6.3 The individual reading light assemblies in the overhead parcel rack service modules shall be repaired as necessary. If the reading lights or modules require repair or replacement, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.</td>
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<td>21</td>
<td>VII.3.6.5 The passenger light on/off and momentary switches shall be replaced as necessary. If the reading light switches require replacement, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.</td>
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<td>22</td>
<td>VII.3.6.6 The individual air vents in the overhead parcel rack service modules shall be repaired or replaced as necessary. If the reading individual air vents require repair or replacement, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.</td>
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<td>23</td>
<td>VII.3.7.1 Operator’s barriers shall be restored to OEM specifications and replaced if cracked or otherwise damaged as a change order based on the cost to be provided in Attachment B Part 2. The barrier rails shall be cleaned, fasteners replaced and torqued to the proper specification.</td>
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<td>24</td>
<td>VII.3.8.4 The baggage door air control locks shall be inspected for operation and repaired as necessary. Missing or damaged palm buttons shall be replaced. If the palm buttons or air valves require replacement, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.</td>
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<td>25</td>
<td>VII.3.8.6 All dash warning lights, audible indicators, etc. must be fully functional and shall be cleaned, repaired, or replaced as needed to restore OEM specifications. If the dash lights, indicators etc. require replacement, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.</td>
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<td>26</td>
<td>VII.3.8.7 If the dash require replacement it shall be done with OEM new gauges as a change order based on the cost to be provided in Attachment B Part 2. If replaced, the odometer shall be set to the current mileage.</td>
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<td>27</td>
<td>VII.3.8.8 The fabric applied to the rear panel assembly above the rear seats shall be replaced as a change order based on the cost to be provided in Attachment B Part 2, as original constructed. All new fasteners shall be used for trim in this area.</td>
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<td>28</td>
<td>VII.3.8.10 Damaged engine access door assemblies or latches shall be replaced on an as needed basis. If the doors or latches require replacement, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.</td>
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<td>29</td>
<td>VII.3.8.11 Sidewalls shall be cleaned and polished. Plastic side panels, mullions and miscellaneous trim shall be replaced if cracked, broken, missing or discolored. Repair of any plastic trim piece will not be allowed unless otherwise accepted by the Resident Inspector. The sidewall panels shall be OEM matching the original installation. If the trim or sidewall panels require replacement, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.</td>
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<td>30</td>
<td>VII.3.8.12 If the floor covering material requires replacement, it shall be done as a change order based on the cost to be provided in Attachment B Part 2. The floor covering shall be OEM in the stepwell, entrance area, driver’s area, center isle and under seats as originally fitted.</td>
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<tr>
<td>31</td>
<td>VII.3.8.15 Stanchions, grab rails, and all related hardware shall be cleaned and polished. Any stanchions or grab rails that are loose shall be repaired and made secure. Stanchion and grab rail fasteners shall be torqued to manufacturer’s specifications. Replacement of any stanchions or grab rails shall be done as a change order based on the cost to be provided in Attachment B Part 2.</td>
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<tr>
<td>32</td>
<td>VII.3.9.1 The overhead parcel racks shall be cleaned, inspected, and replaced if necessary. If the parcel rack, trim, cords or covering require replacement, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.</td>
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<tr>
<td><strong>33</strong></td>
<td>VII.3.9.2 Parcel racks that are loose shall be repaired and made secure. If extensive repairs are required for the parcel racks, it shall be done as a change order based on the cost to be provided in Attachment B Part 2 and with approval of the Resident Inspector.</td>
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<td><strong>34</strong></td>
<td>VII.3.11.1 Public address system elements, including speakers, microphone, PA/Radio switch, foot pedal, stop annunciation system, etc., shall be inspected and tested understanding that the PA system is controlled at least in part by the CAD/AVL system. If extensive repairs are required, they must be approved by the Resident Inspector and shall be done as a change order based on the cost to be provided in Attachment B Part 2. As required, components shall be replaced as required to return system to OEM specified functionality.</td>
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<tr>
<td><strong>35</strong></td>
<td>VII.3.14.1 The stop request sign and all passenger request activation devices shall be inspected and repaired or replaced as needed. If the stop request sign or trim require replacement, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.</td>
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<td><strong>36</strong></td>
<td>VII.3.14.2 All passenger activation touch tapes shall be repaired or replaced as needed. If replacement is required, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.</td>
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<td><strong>37</strong></td>
<td>VII.3.15.1 Wheelchair and occupant restraints shall be replaced or cleaned and returned to OEM specifications, as required. Replacement of the restraints shall be on an as-needed basis and done as a change order based on the cost to be provided in Attachment B Part 2.</td>
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<tr>
<td><strong>38</strong></td>
<td>VII.5.2.1 The engine charge air cooler shall be replaced with a new core. All charge air core mounts and fasteners shall be replaced with new. If replacement is required, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.</td>
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<tr>
<td><strong>39</strong></td>
<td>VII.5.2.2 The charge air piping shall be inspected and damaged piping replaced. If the charge air piping is replaced, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.</td>
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<tr>
<td><strong>40</strong></td>
<td>VII.5.3.1 The radiator cooling fans, drive hubs, and idler pulley with cover assembly shall be replaced with new. The fan belt shall be replaced. If replacement is required, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.</td>
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</table>
VII.5.3.2 The idler pulley tensioner arm assembly shall be inspected and replaced as necessary. If the tensioner assembly is replaced, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.6.1.1 The alternator shall be replaced with a new unit. If replacement is required, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.6.3.5 The battery trays, rollers and slides shall be cleaned and inspected per MCI technical specifications and service. Battery trays, rollers and slides identified with defects shall be repaired or replaced. If the battery trays, rollers or slides are replaced, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.6.4.1 All exterior lamps shall be replaced with LED type lamps where available, including stepwell lamps. Where LED type lamps are not available they shall be replaced with new OEM equivalent components. Mounting hardware shall be replaced. All exterior lenses and shields shall be replaced including the two flush-mounted curbside lights. If replacement is required, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.6.4.2 Headlights and turn signal lights shall be replaced. If replacement is required, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.6.4.4 All electrical connections shall be carefully inspected and replaced with new if found to be defective. All electrical connections shall be both crimped and soldered. Replacement of wiring and connections shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.6.4.5 All interior lamps, including dash lamps, passenger reading, and drivers’ lamps shall be replaced with LED type lamps where available. Where LED type lamps are not available they shall be replaced with OEM equivalent components. If replacement is required, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.

VII.7.4.2 The agent tanks shall be hydrostatically tested and the system shall be charged. The nitrogen cylinder shall be charged as necessary. All system pressure gauges shall be readable. Fire suppression system components that require replacement shall be done as a change order based on the cost to be provided in Attachment B Part 2.
<table>
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<tr>
<th></th>
<th>VII.8.1.4</th>
<th>All flexible fuel lines shall be replaced. All solid lines shall be inspected and pressure tested for leaks and replaced as needed. All lines shall be bracketed and routed in the original OEM configuration. If solid fuel lines need to be replaced, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.</th>
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<tbody>
<tr>
<td>50</td>
<td>VII.8.2.1</td>
<td>The air cleaner housing assembly shall be disassembled, cleaned and inspected. Housings with damage, voids in seams or visible rust shall be replaced. Housing assemblies needing to be replaced shall be done as a change order based on the cost to be provided in Attachment B Part 2.</td>
</tr>
<tr>
<td>51</td>
<td>VII.8.2.2</td>
<td>The air intake piping shall be cleaned and inspected. Piping with damage, voids or visible rust shall be replaced. Air piping needing to be replaced shall be done as a change order based on the cost to be provided in Attachment B Part 2.</td>
</tr>
<tr>
<td>52</td>
<td>VII.9.2.1</td>
<td>The power steering gearbox shall be replaced with new. All mounting hardware shall be replaced using original OEM grade fasteners. The attaching steering gear pitman arm shall be replaced with new. The pitman arm clamping bolt lock washer and nut shall be replaced with new. If replacement is required, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.</td>
</tr>
<tr>
<td>53</td>
<td>VII.9.2.2</td>
<td>All fluid hard piping (tubing) connected to the steering system shall also be cleaned and inspected for defects and replaced if necessary. Hard piping needing to be replaced shall be done as a change order based on the cost to be provided in Attachment B Part 2.</td>
</tr>
<tr>
<td>54</td>
<td>VII.9.3.3</td>
<td>The in-bus steering column covers shall be returned to like new condition, either through cleaning or replacement of covers. Covers requiring replacement shall be done as a change order based on the cost to be provided in Attachment B Part 2.</td>
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<tr>
<td>55</td>
<td>VII.9.4.2</td>
<td>The drag link rod shall be cleaned and inspected. If defects in the threads or damage/bends in the rod are discovered the rod shall be replaced with new. Drag link rods needing to be replaced shall be done as a change order based on the cost provided in Attachment B Part 2.</td>
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<tr>
<td>56</td>
<td>VII.10.1.1</td>
<td>The air spring assemblies shall be replaced. If replacement is required, it shall be done as a change order based on the cost to be provided in Attachment B Part 2.</td>
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<tr>
<td></td>
<td>VII.10.1.2</td>
<td>The shock absorbers shall be replaced. If replacement is required, it shall be done as a change order based on the cost to be provided in <strong>Attachment B Part 2</strong>.</td>
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<tr>
<td>58</td>
<td>VII.10.3.1</td>
<td>The front anti-sway bar shall be cleaned and inspected. In the event defects are discovered, it shall be replaced. Anti-sway bars needing to be replaced shall be done as a change order based on the cost to be provided in <strong>Attachment B Part 2</strong>.</td>
</tr>
<tr>
<td>59</td>
<td>VII.10.4.1</td>
<td>All front, rear and tag axle upper, lower, and transverse radius rods, complete with bushings, shall be replaced using standard OEM specified equipment. If replacement is required, it shall be done as a change order based on the cost to be provided in <strong>Attachment B Part 2</strong>.</td>
</tr>
<tr>
<td>60</td>
<td>VII.10.4.2</td>
<td>The radius rod mounting washers, studs, Stover lock hex nuts and strap locks are required to be replaced with new parts. If replacement is required, it shall be done as a change order based on the cost to be provided in <strong>Attachment B Part 2</strong>.</td>
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<td>61</td>
<td>VII.11.2.1</td>
<td>Each transmission shall be evaluated for need of replacement. All replacement new or remanufactured transmissions shall include the standard base two-year unlimited mileage warranty plus an extended warranty resulting in a five year, 300,000-mile term. Warranty coverage shall be 100% parts, labor and towing throughout the term. Warranty repairs shall be available at any Allison Transmission distributor or authorized dealer. As CO as needed. Remanufactured transmissions shall include 100% genuine Allison parts, include a new torque converter and be dynamometer tested for Allison performance specifications. If replacement is required, it shall be done as a change order based on the cost to be provided in <strong>Attachment B Part 2</strong>.</td>
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<tr>
<td>62</td>
<td>VII.11.2.6</td>
<td>The dash mounted electronic transmission shift selector shall be replaced with a new Allison shift selector. If replacement is required, it shall be done as a change order based on the cost to be provided in <strong>Attachment B Part 2</strong>.</td>
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<td>63</td>
<td>VII.12.1.1</td>
<td>The driveshaft shall be thoroughly inspected using the MCI inspection criteria listed in the Maintenance Manual. The condition of the slip joint splines, twists of the tube, and u-joint cap bore condition found during inspection may result in replacement of the driveshaft. Driveshaft tubes or slip joints needing to be replaced shall be done as a change order based on the cost to be provided in <strong>Attachment B Part 2</strong>.</td>
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<tr>
<td>Page</td>
<td>VII.13.2.1</td>
<td>Wheel hubs shall be cleaned, inspected and replaced if necessary. The hubs shall be painted using OEM specified paint code. Hubs needing to be replaced shall be done as a change order based on the cost to be provided in Attachment B Part 2.</td>
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<tr>
<td>64</td>
<td>VII.14.1.1 Inspect the HVAC system to ensure OEM operation. Correct any defects as required and with approval of Resident Inspector. Additional AC parts found to be defective shall be done as a change order based on the cost to be provided in Attachment B Part 2.</td>
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<tr>
<td>65</td>
<td>VII.14.2.1 The systems main, drivers and parcel rack evaporator and condenser coils shall be removed, cleaned, inspected and pressure tested. Coils with leaks or damaged / missing cooling fins shall be replaced. Coils needing to be replaced shall be done as a change order based on the cost to be provided in Attachment B Part 2.</td>
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<td>66</td>
<td>VII.15.1.2 If a wheelchair lift is not functioning to OEM specifications after conducting an OEM PM inspection and servicing and requires repairs, the Contractor shall provide the COUNTY with the cost to make needed repairs. Depending on the cost to repair a particular wheelchair lift, the COUNTY may decide to have the Contractor repair, rebuild, or replace the lift as a change order. Costs to rebuild the wheelchair lift or replace the wheelchair lift shall be provided in Attachment B Part 1.</td>
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## ATTACHMENT C: VEHICLE LIST

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<tr>
<th>Bus Number</th>
<th>Model Year</th>
<th>Model</th>
<th>Vin Number</th>
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ATTACHMENT D: INSURANCE REQUIREMENTS

A. Requirement:

Contractor shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

B. Minimum Limits of Insurance:

Contractor shall maintain insurance policies with coverage and limits no less than:

i. Commercial General Liability: $1,000,000 combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage for premises/operations, products/completed operations, independent contractors and contractual liability (specifically covering the indemnity), broad-from property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on “an occurrence” basis (“claims made” coverage is not acceptable).

ii. Commercial Automobile Liability (owned, non-owned and hired): $1,000,000 combined single limit per occurrence and for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

iii. Workers' Compensation and Employers Liability: Workers’ Compensation limits as required by the State of Georgia and Employers Liability of $1,000,000 per occurrence or disease.

iv. Professional Liability (Errors and Omissions) Coverage: $1,000,000 per claim and in the aggregate, is required, in the event a contractor is performing design, engineering or other professional services.

v. Commercial Umbrella or Excess Liability Coverage: $2,000,000 in liability excess coverage per occurrence above the contracts stated minimum coverage limits for Commercial General Liability, Commercial Automobile Liability, and the Workers' Compensation and Employers Liability policies of insurance. This may be satisfied by having the underlying liability limits that equal or exceed the combined amount of the underlying liability limits and umbrella coverage.

vi. Builder's "All Risk" Insurance: In the event Contractor is performing construction services under the Contract, Contractor shall procure and maintain “All-Risk” Builder’s insurance, written on a commercially recognized policy form, providing coverage for the Work performed under the contract, and the materials, equipment or other items incorporated therein, while the same are located at the construction site, stored off-site, or at the place of manufacture. The policy limit shall be in a minimum amount equal to the "full insurable
value" of such equipment and 100% of the value of the Contract, including any additional costs which are normally insured under such policy. The insurance coverage shall include boiler and machinery insurance on a comprehensive basis and include coverage against damage or loss caused by earth movement (including but not limited to earthquake, landslide, subsidence and volcanic eruption), fire, flood, hurricanes, explosion, hail, lighting, weather, vandalism, malicious mischief, wind, collapse, riot, aircraft, smoke, or other cataclysmic events, and coverage against damage or loss caused by machinery accidents and operational and performance testing, commissioning and start-up, with extended coverage, and providing coverage for transit, with sub-limits sufficient to insure the full replacement value of the property or equipment removed from its site and while located away from its site until the date of final acceptance of the Work.

The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its subcontractors or insurance carriers providing the coverage described herein for responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance of the Work.

C. Deductibles and Self-Insured Retention:

Any deductibles or self-insurance retentions must be declared to and approved by Owner so that Owner may ensure the financial solvency of the Contractor. At the option of Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Owner, its officers, officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Contractor shall pay all deductibles and be liable for all claims, losses and damages for which it self-insures.

D. Other Insurance Provisions:

The policies are to contain, or be endorsed to contain, the following provisions:

i. General Liability, Automobile Liability, and Umbrella/Excess Insurance

a) Additional Insured Requirement. Cobb County, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, volunteers and agents (hereinafter referred to as “Insured Party” or “Insured Parties”) are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, leased, or used by the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its sole negligence.

b) Primary Insurance Requirement. The Contractor's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
c) Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.

d) Separate Coverage. Coverage shall state that the Contractor's insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.

e) Defense Costs/Cross Liability. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion.

E. Workers' Compensation and Employers Liability Coverage:

The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. The insurer shall agree to waive all rights of subrogation against Owner, and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for Owner.

F. Waiver of Subrogation:

The insurers shall agree under each policy of insurance required by this Contract to waive all rights of subrogation against the Insured Parties for losses arising from work performed by the Contractor for Owner.

G. All Coverages:

i. Notice Requirement.
   Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Owner, in care of the Cobb County [insert department name and address]. Owner reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Georgia law.

ii. Acceptability.
   The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurers with a Best's Policyholder’s Rating of “A” or better and with a financial rating of Class VII or greater or be otherwise acceptable to Cobb County. All policies shall be subject to approval by Cobb County Attorney’s Office as to form and content.

iii. Failure of Insurers.
   The Contractor shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form
H. Verification of Coverage:

Contractor shall furnish Owner with certificates of insurance and endorsements to the policies evidencing all coverages required by this Contract. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to Owner. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements shall be received and approved by Owner before any work commences. Owner reserves the right to require complete, certified copies of all required insurance policies at any time. The contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.
**ATTACHMENT E: ADDENDUM ACKNOWLEDGEMENT**

This form is for the acknowledgement of addendum and the date the Contractor received the addendum.

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ATTACHMENT F: FEDERAL CONTRACT CLAUSES

1. **NO OBLIGATION BY THE FEDERAL GOVERNMENT.**

   The No Obligation clause extends to all third-party contracts and their contracts at every tier and subrecipients and their subcontracts at every tier. The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

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

2. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.**

   The Program Fraud clause extends to all third-party contracts and their contracts at every tier and subcontractors and their subcontracts at every tier. These requirements flow down to Contractors and subcontractors who make, present, or submit covered claims and statements.

   The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

   The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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

3. **ACCESS TO THIRD PARTY CONTRACT RECORDS.**

   Under 49 U.S.C. § 5325(g), FTA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53. The recordkeeping and access requirements extend to all third-party contracts and their contracts at every tier and subrecipients and their subcontracts at every tier.
1. **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and have readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

2. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

3. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

4. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

4. **CHANGES TO FEDERAL REQUIREMENTS.**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. **TERMINATIONS.**

a. **Termination for Convenience**

The County may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to County to be paid the Contractor. If the Contractor has any property in its possession belonging to the County, the Contractor will account for the same, and dispose of it in the manner the County directs.

b. **Termination for Default**

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate this contract for default. Termination shall be effective by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

c. **Opportunity to Cure**

The County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the Contractor fails to remedy to the County’s Satisfaction, the breach or default or any terms, covenants, or
conditions of the Contract within (10) days after receipt by Contactor or written notice from the County setting forth the nature of said breach, the County shall have the right to terminate the Contract without any further obligation to the Vendor. Any such termination for default shall not in any way operate to preclude the County from pursuing all available remedies against the Contractor and its sureties for said breach or default.

6. **CIVIL RIGHTS LAWS AND REGULATIONS.**

The Civil Rights requirements flow down to all third-party Contractors and their contracts at every tier.

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

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

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 § 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

7. **DISADVANTAGED BUSINESS ENTERPRISE (DBE).**

The DBE contracting requirements flow down to all third-party Contractors and their subcontracts at every tier. It is the prime Contractor’s responsibility to ensure the DBE requirements are applied across the board to all subrecipients/Contractors/subcontractors.

The following contract clause is required in all USDOT-assisted prime and subcontracts: The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of USDOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Contractors who subcontract a portion of their work, shall pay their subcontractors for satisfactory performance of their contracts no later than 30 calendar days from receipt of each payment made to them. Any delay or postponement of payment among the parties may take place only for good cause with prior written approval from the County. The Contractor shall utilize the specific DBEs listed unless the Contractor obtains the County’s written consent. Unless the County’s consent is provided, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

**Overview**

It is the policy of the COUNTY and the United States Department of Transportation (“USDOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in USDOT-assisted contracts. It is also the policy of the COUNTY to:

1. Ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. Create a level playing field on which DBE’s can compete fairly for USDOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to
participate as DBE’s;
5. Help remove barriers to the participation of DBEs in USDOT-assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This contract is subject to 49 C.F.R. part 26. Therefore, the Contractor is strongly encouraged to satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The COUNTY shall make all determinations with regard to whether or not a Proposer is in compliance with the requirements stated herein. In assessing compliance, the COUNTY may consider during its review of the Proposer’s submission package, the Proposer’s documented history of non-compliance with DBE requirements on previous contracts with the COUNTY.

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of USDOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the COUNTY deems appropriate.

For the purpose of this Contract, the COUNTY will accept only DBE’s who are certified, at the time of bid opening or proposal evaluation, by the Georgia Department of Transportation (GDOT) Georgia Unified Certification Program (GUCP).

**DBE Participation Goal**
The DBE participation goal for this Contract is set at 7%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling not less than 7% of the total Contract price.

**Submission**
Each Proposer shall supply the following information:

1. A list of those qualified DBE’s with whom the Proposer intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule** (attached). No work shall be included in the Schedule that the Proposer has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. The Proposer may not deviate from the DBE Participation Schedule submitted. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the COUNTY.

2. An original **DBE Letter of Intent** (attached) from each DBE listed in the **DBE Participation Schedule**.

**Good Faith Efforts**
If the Proposer is unable to meet the goal set forth above (DBE Participation Goal), the COUNTY will consider the Proposer’s documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the COUNTY will consider as part of the Proposer’s
good faith efforts include, but are not limited to, the following:

1. Documented communication with the COUNTY’s DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);

2. The Proposer’s own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBE’s to respond to the solicitation;

3. Written notification to DBE’s encouraging participation in the proposed Contract; and

4. Efforts made to identify specific portions of the work that might be performed by DBE’s.

The Proposer shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE’s for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE’s that were contacted;

2. A description of the information provided to targeted DBE’s regarding the specifications and bid proposals for portions of the work;

3. Efforts made to assist DBE’s contacted in obtaining bonding or insurance as required by the County and/or the FTA.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Proposer has made good faith efforts, the County and/or the FTA may take into account the performance of other Proposers in meeting the Contract goals. For example, if the apparent successful Proposer failed to meet the goal but meets or exceeds the average DBE participation obtained by other Proposers, the County and/or the FTA may view this as evidence of the Proposer having made good faith efforts.

**Administrative Reconsideration**

Within five (5) business days of being informed by the COUNTY that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Proposer may request administrative reconsideration. The Proposer should make this request in writing to the COUNTY’s DBE Coordinator. The DBE Coordinator will forward the Proposer’s request to a reconsideration official who will not have played any role in the original determination whether or not the **Proposer documented sufficient good faith efforts**.

As part of this reconsideration, the Proposer will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Proposer will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The COUNTY will send the Proposer a written decision on its reconsideration, explaining the basis for finding that the Proposer did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the USDOT.
Termination of DBE Subcontractor
The Contractor shall not terminate the DBE subcontractor(s) listed in the DBE Participation Schedule (see below) without the COUNTY’s prior written consent. The COUNTY may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the COUNTY in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with the following:

Sanctions for Violations
If at any time the COUNTY has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with the terms of this Section, the COUNTY may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

1. Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor’s compliance are resolved; and

2. Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

Continued Compliance
The COUNTY shall monitor the Contractor’s DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, it will be the responsibility of the Contractor to submit quarterly written reports to the COUNTY that summarize the total DBE value for this Contract. These reports shall provide the following details:

1. DBE utilization established for the Contract;
2. Total value of expenditures with DBE firms for the quarter;
3. The value of expenditures with each DBE firm for the quarter by race and gender;
4. Total value of expenditures with DBE firms from inception of the Contract; and
5. The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the Project Manager and Contract Administrator. Prompt payment compliance forms shall be completed and submitted upon request. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The Contractor shall permit:
1. The COUNTY to have access to necessary records to examine information as the COUNTY deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the Contractor and other DBE parties entered into during the life of the Contract.

2. The authorized representative(s) of the COUNTY, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.

3. All data/record(s) pertaining to DBE shall be maintained as stated in the Access to Records and Reports section of these Special Notification requirements.

8. **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.**

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

9. **DEBARMENT AND SUSPENSION.**

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

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

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

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

10. **BUY AMERICA.**

The Contractor agrees that steel, iron, and manufactured products used in this Contract are, have been, or will be produced in the United States to the full extent required by the Federal Public Transportation Act of 1982 (P.L. 97-424), effective January 6, 1983, as amended, and the implementing regulations, 49 C.F.R., Pt. 661. The County may investigate the Contractor's and any sub-contractors' or contractors' compliance with this provision. If an investigation is initiated, the Contractor shall document his compliance and cooperate with the investigation. The Contractor
shall include the terms of this provision in every sub-contract or purchase order as necessary to enforce such provision.

The Contractor's non-compliance with all or any portion of this provision shall constitute a material breach of contract for which the County may, in addition to all other remedies provided by law, by the Contract, or otherwise, terminate the Contract for default. The Contractor further agrees to indemnify and hold the County free and harmless from and against any and all liability, loss, costs, claim, demand, damage, or expense of every kind of nature whatsoever (including, without limitation, reasonable attorneys' fees and costs of litigation) that the County suffers or incurs arising from, or out of, or by reason of the Contractor's non-compliance or alleged non-compliance with the foregoing.

11. **RESOLUTION OF DISPUTES, BREACHES OR OTHER LITIGATION.**

In event a dispute arises between the County and the Contractor in the performance on this Contract, the County’s representative, as set forth the Contract, and the Contractor’s counterpart/designated representative shall expeditiously undertake, through direct, good faith negotiations to resolve the dispute or controversy. The nature of said controversy shall be documented in writing by the party initiating the negotiations.

In the event the dispute cannot be resolved by those individuals within fifteen (15) days after negotiation are undertaken, the dispute shall be referred to the County’s Transit Division Manager and the Contractor’s counterpart.

If the dispute cannot be resolved by those parties with fifteen (15) days of the dispute being brought to their attention, either party may pursue any other remedy available under Georgia law.

Unless otherwise directed by the non-performing party, each party shall continue performance of their respective obligations under this Contract while matters in dispute are being resolved.

12. **LOBBYING.**

The Contractor agrees to comply with the requirements of 31 U.S.C. § 1352(a), the Byrd Anti Lobbying Amendment, which prohibits the use of Federal assistance to pay the costs of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress or employee of a member of Congress, in connection with making or extending the Grant Agreement or Cooperative Agreement.


13. **CLEAN AIR.**
(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7571q. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

14. **CLEAN WATER.**

(1) The Contractor agrees to comply with all applicable Federal laws and regulations in accordance with applicable Federal directives implementing the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

15. **CARGO PREFERENCE.**

To the extent applicable, the Contractor agrees to comply with 46 U.S.C. § 55305 and U.S. Maritime Administration regulations, “Cargo Preference-U.S.-Flag Vessels,” 46 C.F.R. Part 381. Accordingly, the Contractor agrees (a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; (b) to furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, “on board” commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor’s bill-of-lading.) (c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

16. **FLY AMERICA.**

To the extent applicable, the Contractor agrees to comply with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. GSA regulations, “Use of United States Flag Air Carriers,” 41 C.F.R. §§ 301-10.131 through 301-10.143, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of
compliance with the Fly America requirements. Further, the Contractor agrees to include the requirements of this Article in all subcontracts that may involve international air transportation.

17. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.**


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

18. **ENERGY CONSERVATION.**

The Contractor agrees to comply with applicable mandatory energy efficiency standards and policies of applicable state energy conservation plans issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 et seq., except to the extent that the Federal Government determines otherwise in writing. To the extent applicable, the Contractor agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, “Requirements for Energy Assessments,” 49 C.F.R. Part 622, Subpart C.

19. **PATENT AND RIGHTS IN DATA**

A. **Rights in Data** - This following requirement apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)₁ and (2)(b)₂ of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - This following requirement apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

20. CARGO PREFERENCE.

To the extent applicable, the Contractor agrees to comply with 46 U.S.C. § 55305 and U.S. Maritime Administration regulations, “Cargo Preference-U.S.-Flag Vessels,” 46 C.F.R. Part 381. Accordingly, the Contractor agrees (a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; (b) to furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, “on board” commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) (c) to include these
requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

21. **ADA ACCESS.**

The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Contractor agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing.

22. **VETERAN’S PREFERENCE/EMPLOYMENT.**

Contractor, working on a capital project funded using FTA assistance, shall give a hiring preference, to the extent practicable, to veterans (as defined in Title 5, United States Code, Section 2108) who have the requisite skills and abilities to perform the construction work required under the contract. This provision shall not be understood, construed or enforced in any manner that would require the Contractor to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.
ATTACHMENT G: GOVERNMENT-WIDE DEBARMENT
AND SUSPENSION
49 CFR Part 29
Executive Order 12549
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS

The Contractor, ____________________________, certifies to the best of its knowledge and belief, that its principals;

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this bid been convicted of or had a civil judgment 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 statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with the commission of any offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this Contractor had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Bid.

THE CONTRACTOR, ____________________________, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTSSubmitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq. are applicable thereto.

__________________________________________  ____________________________
Signature of Authorized Official                Witness

__________________________________________  ____________________________
Title of Authorized Official                    Date
ATTACHMENT H: LOBBYING RESTRICTIONS

The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

The undersigned 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 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “ Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, 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 section 1352, title 31, U.S. Code. 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.

________________________________________ Signature of Consultant's Authorized Official

________________________________________ Name and Title of Consultant's Authorized Official

________________________________________ Date
Disadvantaged Business Enterprises (DBE): The following provisions should be carefully read to determine applicability to your business.

Cobb County Government encourages the participation of all businesses in offering their services and/or products. The Cobb County Government has the goal to fairly and competitively procure the best product at the most reasonable cost.

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. The Federal Government has long had program in place to ensure participation of DBE vendors and suppliers. The State of Georgia has established a similar program whereby DBE firms are defined, certified and made known. This effort is managed by the Georgia Department of Transportation (GDOT). More information can be obtained from GDOT web site:


The Cobb County Government addresses DBE business participation (frequency and dollar value) in the following ways:

1. Cobb County wishes to identify all DBE participation; both at the contractor and sub-contractor levels in the following ways.
   a. DBE businesses are requested to identify such status at the time they register as a vendor.
   b. DBE businesses are requested to identify themselves at the time they propose to do business. Please complete Attachment J if applicable and return with bid submittal.
   c. All businesses will receive with each Purchase Order an instruction sheet for use of the furnished Cobb County Government DBE Participation Report. Businesses are requested to complete this report and submit it with each invoice for the time period billed.

2. Cobb County has established a Disadvantaged Business Enterprise Plan in accordance with the regulations of the U.S. Department of Transportation (U. S. Department of Transportation (USDOT), 49 CFR Part 26.) The Cobb County Department of Transportation is the lead agency for implementing the USDOT DBE Program for the County.

   The Plan applies only to projects which are clearly indicated by the County.
ATTACHMENT I: LETTER OF INTENT
Disadvantaged Business Enterprise
(This page shall be submitted for each DBE firm)

Proposer:
Name: ____________________________________________
Address: _________________________________________
City: __________________ State: __________ Zip: __________

DBE Firm:
DBE Firm: _________________________________________
Address: _________________________________________
City: __________________ State: __________ Zip: __________

DBE Contact Person:
Name: __________________________ Phone: (_____ ) __________

DBE Certifying Agency: ___________________________ Expiration Date: __________
Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

Classification:
☐ Prime Contractor ☐ Subcontractor ☐ Joint Venture
☐ Manufacturer ☐ Supplier

<table>
<thead>
<tr>
<th>Work item(s) to be performed by DBE</th>
<th>Description of Work Item</th>
<th>Quantity</th>
<th>Total</th>
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The Proposer is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount: $ ________________ Percent of total contract: __________ %

AFFIRMATION:
The above-named DBE firm affirms that it will perform that portion of the contract for the estimated dollar value as stated herein above.

By: ____________________________
    (Signature) (Title)

* In the event the Proposer does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.
ATTACHMENT J: DBE PARTICIPATION SCHEDULE

The Contractor shall complete the following information for all DBE’s participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Contractor shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

<table>
<thead>
<tr>
<th>CONTRACTOR’S COMPANY NAME:</th>
<th>PROJECT NAME:</th>
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<tr>
<td>Contract No.</td>
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<tr>
<td>Cobb County No.</td>
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<td>LET DATE:</td>
<td>TOTAL BID:</td>
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THE DBE GOAL ON THIS CONTRACT IS: 7.00%

I PROPOSE TO UTILIZE THE FOLLOWING DBE CONTRACTORS:

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<tr>
<th>Name and Address</th>
<th>Contact Name and Telephone Number</th>
<th>Participation Percent</th>
<th>Description of Work</th>
<th>Race and Gender of Firm</th>
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ATTACHMENT K: CONTRACTOR AFFIDAVIT & AGREEMENT  
(EXHIBIT A)

This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, the bid will be determined non-responsive and will be disqualified.

By executing this affidavit, the undersigned Contractor verifies compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

(1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);

(2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;

(3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;

(4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;

(5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and

(6) Maintain such records for a period of five (5) years.

___________________________________  ______________________________
EEV (E-Verify) Program Number  EEV Program Date of Authorization

BY: Authorized Officer or Agent  Contractor Business Name
[Contractor Name]

____________________________
Printed Name

____________________________
Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF ____________, 2020

_______________________________________
Notary Public Commission Expires: _______

Effective 09-20-2013
SUBCONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A-1)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

1. Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
2. Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on this Subcontractor Affidavit form (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
3. Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
4. Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
5. Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
6. Maintain such records for a period of five (5) years.

---

EEV (E-Verify) Program Number

BY: Authorized Officer or Agent
[Subcontractor Name]

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF ____________, 2020

Notary Public Commission Expires: ______

Effective 09-20-2013
IMMIGRATION COMPLIANCE CERTIFICATION
(Required to be completed by Contractors and all Subcontractors)
(EXHIBIT A-2)

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:

____________________________________________________________________________
(Project Name/Description)

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
- We have not received a Final Non-confirmation response from E-Verify for any of the employees listed.
- If we receive a Final Non-confirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee’s involvement with the project.
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9s are accurate.
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States.
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by:  

Employer Name & Address:

_________________________________  
Signature of Officer

_________________________________  
Printed Name/Title

_________________________________  
Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF ____________, 202_

Notary Public
Commission Expires: _____

Effective 09-20-2013