



August 21, 2019

## REQUEST FOR PROPOSALS: MCI BUS OVERHAUL

### RP019-19

The Gwinnett County Board of Commissioners is soliciting competitive proposals from qualified service providers for **MCI BUS OVERHAUL for the Gwinnett County Department of Transportation.**

Proposals should be typed or submitted in ink and returned to the Attention of Chris Duncan, Purchasing Associate III. Proposals should be received by **2:50 PM Thursday, October 3, 2019** by fax (770-822-8735), email to [christopher.duncan@gwinnettcounty.com](mailto:christopher.duncan@gwinnettcounty.com) or sent to the Gwinnett County Department of Finance, Purchasing Office, 75 Langley Drive, 2<sup>nd</sup> Floor, Lawrenceville Georgia 30046.

A pre-bid conference is scheduled for **10:00 AM on Monday, September 16, 2019** at the Gwinnett County Purchasing Office listed above. All contractors are urged to attend. Questions regarding proposals should be directed to Chris Duncan, Purchasing Associate III at [christopher.duncan@gwinnettcounty.com](mailto:christopher.duncan@gwinnettcounty.com) or by calling 770-822-8741 no later than **3:00 PM on Tuesday, September 17, 2019**. On **Sunday, September 15, 2019 from 9:00AM to 3:00PM** a review of the equipment will be possible at the Transit Maintenance Facility located in Norcross, Georgia. Questions regarding the RSVP for the vehicle inspection should be directed to Chris Duncan, Purchasing Associate II at [christopher.duncan@gwinnettcounty.com](mailto:christopher.duncan@gwinnettcounty.com), or by calling 770-822-8741. Proposals are legal and binding upon the bidder when submitted.

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to Michael Plonowski, Gwinnett County Justice and Administration Center, 770-822-8015.

The written quote documents supersede any prior verbal or written communications between the parties.

Award will be made to the supplier(s) submitting the lowest responsive and responsible proposal. Gwinnett County reserves the right to reject any or all quotes, to waive technicalities and to make an award deemed in its best interest. Quotes may be split or awarded in entirety.

We look forward to your quote and appreciate your interest in Gwinnett County.

Chris Duncan CPPB

Purchasing Associate III



The following pages should be returned as part of your proposal:

- Attachment D Certification Regarding Debarment
- Attachment E Federal Contract Clauses
- Attachment F Disadvantaged Business Enterprise
- Attachment H RFP Submission Form
- Attachment I Alternative Approaches and Exceptions
- Attachment J Insurance Checklist
- Attachment K E-Verify Contractor Affidavit

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## **SECTION I: INTRODUCTION**

### **I.1 Purpose of the Request**

The Gwinnett County Department of Transportation (“COUNTY”) seeks a qualified company to provide overhaul services in accordance with this RFP for forty-three (43) 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 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 Gwinnett County Department of Transportation or its agent

### **I.2 Background Information**

COUNTY is a suburban public transportation agency located 30 miles’ northeast of Atlanta, GA. The bus fleet currently consists of 83 total vehicles. Among its fleet are forty-three buses which COUNTY purchased new and intends to have overhauled as a product of this procurement, specifically 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. COUNTY's aim is to ensure that overhauled buses have an active service life of not less than 12 years and remain in the agency's contingency fleet for approximately six additional years.

Since purchased new, these buses have been maintained by Transdev as an integral part of their bus operations contract with COUNTY. COUNTY retains an independent firm that conducts maintenance audits annually. Prospective Contractors are strongly urged to inspect the COUNTY fleet and attend the Pre-proposal Conference described in I.7 before submitting bids to get a first-hand account of the overall fleet condition and configurations.

### **I.2.1 Base Contract and Options**

At this time funding in-hand will cover roughly 32 of the 43 units, based on COUNTY management's estimated unit cost for the overhauls; additional funding for the overhaul program would be approved in the next fiscal year (beginning January 2020).

Given the funding scenario, this procurement is structured as follows:

- The initial award, known as the base contract, will include nine vehicles.
- Upon successful completion, additional overhauls will be awarded.
- Remaining bus overhauls will be awarded in the form of "options" that COUNTY may, at its sole discretion, award when and if additional funding becomes available.

Cost proposals will be submitted on a per unit basis, as noted in Section V.1.1, unit rates will be adjusted by on a Producer Price Index (PPI) rate, should COUNTY elect to exercise the "option" to overhaul the additional units.

### **I.3 Scope of Work**

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

COUNTY expects to award a fixed unit rate contract.

## I.6 Decision Not to Respond

Some recipients of this RFP may elect not to respond with a proposal for a variety of reasons. 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 RFP package with a statement 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 COUNTY in providing the best information on its requirements and resources.

Questions to be discussed at the meeting may be submitted in advance to the Contract Administrator via the email address or fax number shown on the cover page, or may be presented orally at the meeting. Please write "Attention: MCI Bus Overhaul RFP No. RP019-19" on the subject line of any communications. All questions and requests for clarifications sought by Prospective Contractors raised during the meeting will be presented to COUNTY in writing following the meeting and then answered in writing by COUNTY and provided to attendees significantly in advance of the proposal due date. Only those questions and clarifications presented to COUNTY in writing will be considered relevant to this RFP.

Offerors will have the opportunity to inspect buses to be overhauled at COUNTY's facility prior to submission of proposals. A detailed inspection may be performed of vehicles in the bus yard for a full day (9:00 AM – 3:00 PM) on the Sunday preceding the pre-proposal conference when little if any maintenance work is performed. Space will be made available inside the maintenance shop via mechanics' pit and hydraulic lift. **COUNTY strongly encourages Offerors to fully avail themselves of these vehicle inspection opportunities and to attend the Pre-Proposal Conference.** Prospective Contractors interested in inspecting buses are asked to contact the Project Manager, listed on the cover sheet, via email or fax at least one week in advance; to indicate expected time of arrival at COUNTY; and to write "Attention: MCI Bus Overhaul RFP No. RP019-19" on the subject line.

## I.8 Clarification of Terms

In order to ensure an impartial competitive process, questions and private communications with Prospective Contractors during proposal preparation and the evaluation period will not be accepted. If a Prospective Contractor has questions about the specifications or other solicitation documents, the Prospective Contractor should contact the Contract Administrator whose name appears on the cover page of this solicitation. Please write "Attention: MCI Bus Overhaul RFP No. RP019-19" on the subject line of any communications. Inquiries regarding this RFP will be allowed up to one week after the pre-proposal meeting (see date, time, and location on the cover) and the inquiries together with the responses shall be distributed to all RFP recipients. Any revisions to the solicitation shall be made only by addendum issued by COUNTY.

## I.9 Timeline

COUNTY anticipates following the timeline shown below. Changes, if any, will be communicated to all parties receiving this procurement package.

<b>August 21, 2019</b>	<b>RFP Issued</b>
<b>September 15, 2019</b>	<b>Vehicle Inspection 9:00 PM – 3:00 PM</b>
<b>August 27, 2019</b>	<b>Pre-proposal Conference 10:00 AM</b>
<b>September 27, 2019</b>	<b>Final questions due 3:00 p.m.</b>
<b>October 3, 2019</b>	<b>Proposals due 2:50 PM</b>
<b>October 2019</b>	<b>Review &amp; evaluate proposals, possible site visit, negotiate</b>
<b>November 2019</b>	<b>Board Meeting Contract Award Recommendation, with Notice to Proceed</b>

## **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.

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. 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 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, and 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 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 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 similar size and scope projects.

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 COUNTY such information and data for this purpose as may be requested. COUNTY reserves the right to inspect the Prospective Contractor's physical plant 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 COUNTY, COUNTY reserves the right to reject the proposal.

## **II.4 Additional Information**

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 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, 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, COUNTY may, if it is in the best interest of 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**

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 COUNTY's best interest. 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 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 Director 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 Protect Policy**

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 Nos. 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 COUNTY a signed "**Certification of Primary Participants Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion,**" (Attachment D) and shall require all subcontractors to submit to the prospective contractor and COUNTY such signed certifications.

## II.12 Disadvantaged Business Enterprise (DBE)

Each Prospective Contractor is required to submit the **Disadvantaged Business Enterprise (DBE) Form (Attachment F)** to the COUNTY along with its proposal. This submission does not necessarily require the Prospective Contractor to utilize DBE's 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 DBE's proposed 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, nor plans to utilize an authorized DBE, the Prospective Contractor should write on the DBE Form "No DBE's" and submit the form.

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, 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 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 COUNTY. The contractor is

required to maintain records and documents of payments to DBE's for three years following the performance of the contract and will make these records available to 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 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 E)** 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 the requirements of this RFP must be supplied in writing in order for 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 Offer 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 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**

One (1) original, five (5) copies, and a searchable .pdf (e.g., Adobe) electronic version of Offerors' proposals will be submitted to the Procurement Agent listed at the mailing address and by the due date/time listed on the cover page of this procurement document. Submissions will be clearly labeled "COUNTY MCI Bus Overhaul, RFP No. RP019-19." Cost Proposal must be packaged and sealed separately from the Technical Proposal and must clearly be marked "Cost Proposal."

### **III.4 Proposal Format Instructions**

COUNTY will follow the evaluation process and selection criteria described in Section IV of this RFP. In order 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 sub-sections:

Part 1: Understanding COUNTY 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 COUNTY proposal evaluation criteria. 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 Requirements**

This section should 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 RFP and contract requirements. Any alternative approaches and exceptions must be itemized using **Attachment I Alternative Approaches and Exceptions**. 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. If no alternative approaches or exceptions are proposed, Offerors shall submit **Attachment I** with the word "None."
- Clearly reference the specific sections of this document for any exceptions and additions.
- Clearly state the rationale for each exception and addition.
- Clearly address the financial impacts of any proposed exceptions, additions and/or deletions.

## **Part 2: Work Plan and Timetable**

In this section, the Offeror will 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 and including but not limited to:

- The removal, disassembly, cleaning, and component/subsystem inspection and testing processes;
- Evaluation and determination of any repairs or work elements required which are outside of the scope of work;
- Determining whether parts and components shall be repaired or replaced;
- The ordering process for parts and component replacements to maximize work efficiency and minimize delays;
- Adherence to the individual bus and overall project schedule;
- Explanation of quality control throughout the process;
- Plan to ensure completed buses presented to the Resident Inspector are defect free and ready to ship;
- Final vehicle inspections;
- Delivery logistics; and
- How the Offeror plans to provide after-sales services through the completion of the warranty period.

Describe the project management, administrative processes, and communications 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:

- Quality control/quality assurance measures,
- Inspection procedures, and
- Testing methods

Clearly distinguish tasks the Offeror will undertake as distinct from those that are 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 compete 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 should include but not be limited to discussing:

- Documentation and/or authorizations, that will be required from 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 Specification 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 is designed to demonstrate to 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:
  - EPA refrigerant handling
  - Welding
  - ASE (identify current certifications for all areas and whether they are automotive, truck or bus)
  - 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:
  - Describe the proposed role(s) in detail, and
  - Include the same information requested above for the subcontractor(s).

#### **Part 4: Similar Work Experience and References**

This section of the proposal describes the Offeror's experience with similar projects.

- Using the form labeled **Attachment A References**, the Offeror shall provide a list of at least five (5) engagements that are similar in service type, size, scope and complexity in the past five (5) years.
- The Offeror shall also use **Attachment A** to provide five (5) references 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.



The RFP Submission Form must bear an original signature and may be included with a letter of transmittal. Failure by the Offeror to include this RFP Submission Form with its proposal may be cause for rejection of the proposal. A brief explanation of the certifications on this form follows.

## **SECTION IV: SELECTION OF CONTRACTOR**

### **IV.1 Approving Authority**

The Approving Authority for this RFP is the Gwinnett 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, COUNTY will appoint a Proposal Evaluation Team (PET) to review and evaluate all proposals received. In turn, the Proposal Evaluation Team will make its recommendation for selection of a firm to the Purchasing for presentation to the Board of Commissioners.

### **IV.3 Basis for Award**

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 COUNTY, taking into consideration factors set forth below. Accordingly, COUNTY may not necessarily make an award to the Offeror with the highest technical ranking nor award to the Offeror with the lowest price proposal if doing so would not be in the overall best interest of COUNTY.

In order to be eligible for 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 COUNTY to determine if a proposal conforms in all material aspects to the requirements of the solicitation. 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 PET's sole discretion, the highest rated firms may be invited by the COUNTY PET 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 PET will then conduct a final evaluation of the firms. 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 COUNTY, cost or price and other factors considered. For this solicitation, technical quality is more important than cost or price. As proposals become more equal in their technical merit, the evaluated cost or price becomes more important.

#### **IV.4 Evaluation Criteria**

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

5 points	DBE Good Faith Efforts
10 points	Understanding COUNTY Requirements
20 points	Work Plan and Timetable
20 points	Project Team Qualifications and Capabilities
20 points	Similar Work Experience and References
25 points	Cost Proposal

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

The PET may choose to invite selected Offeror's 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 PET as to whether it will conduct interviews and as to how many and which Offeror's will be invited to make presentations and participate in interviews with the committee.

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

The PET may make reasonable investigations it deems proper and necessary to determine

the ability of the firm to perform the work. The PET 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, 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, COUNTY reserves the right to reject any or all proposals received in response to this request and will not compensate offers for the cost of proposal preparation whether or not an award is consummated.

## **IV.5 Notification of Award**

All Offerors will be notified in writing, electronically or otherwise, as to selection of 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 is to be the sole point of contact with regard to all contractual responsibilities.

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

## **IV.7 Contract Development**

Once a firm is tentatively selected based on the "Evaluation Criteria," COUNTY reserves the right to negotiate further with the selected firm to achieve a binding price and agreement on contract terms. This RFP and the firm's proposal will be incorporated by reference directly into the final contract.

Offerors are reminded that the proposal will form the basis of the contract negotiations phase between COUNTY and the selected firm. Accordingly, the proposal should be written in a concise, forthright manner, and respond in the manner described in Section III Proposal Requirements of the RFP. 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 firm, negotiations will be formally terminated. Negotiations shall then be undertaken with the firm ranked second highest, and so on. The Proposal Evaluation Team 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

COUNTY expects to enter into its "Standard Contract for Services" in a form substantially as attached hereto (**Attachment K Sample Contract**).

## IV.10 Notice to Proceed

A Notice to Proceed (NTP) shall be issued by the COUNTY Executive Director or designee following execution of the Contract and receipt by COUNTY of all required documents. Services are not to 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 COUNTY's Accounts Payable Department. The invoice should cite the Purchase Order number, Contract number, bus number, and date of COUNTY acceptance. The Successful Contractor shall invoice COUNTY upon COUNTY's acceptance of each overhauled vehicle. COUNTY will make payment to the firm, net 30 days, or in accordance with discount terms, if offered, after receipt of an acceptable invoice.

## **SECTION V: SCHEDULE OF PRICES & CONTRACT DEDUCTIONS**

### **V.1 Schedule of Prices**

As called for in Section III.5, Part 5 Cost Proposal, **Attachments B. Cost Proposals** must be completed for the overhaul of MCI buses. The following information is critical in preparing cost proposal.

#### **V.1.1 Cost Adjustments for Contract Options Exercised**

Should 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 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 COUNTY elects to exercise “options.”

Regarding transporting buses, the Contractor may choose the PPI adjusted cost to transport “option” buses (assuming COUNTY elects to have buses transported vs. driven) or to submit three bids for comparable bus transporting. If the Contractor chooses to submit bids, the lowest cost bid shall be selected and 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 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. 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 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 is to 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 will consist of items identified in the Cost Proposals 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 Sheet for "Extra Parts Overhead") and the labor rate (as indicated on the Part 1 Cost Sheet 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. 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 Contractor 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 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 Sample Contract Section II.2 Modifications or Changes to the Contract**).

#### V.1.4 "Add-ons"

In addition to required elements of the bus overhaul specified in Section VII Technical Scope of Work, COUNTY is requesting “add-ons” to the scope for the MCI buses, and Offerors are asked to provide unit prices for each (“Add-ons” are identified via italics within Section VII Technical Scope of Work). Whether the “add-ons” are or are not awarded will be at COUNTY’s sole discretion.

## V.2 Contract Deductions

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, 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 are based on an increasing level of hardship/negative impact to 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.
- \$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 COUNTY. COUNTY may begin assessing this CD following written notification to the Successful Contractor of non-acceptance based on the final inspection at COUNTY.
- \$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 COUNTY. COUNTY may begin assessing CDs following written notification to the Successful Contractor of non-acceptance based on the final inspection at COUNTY.

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

## V.3 Optional Pricing

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

required:

- Sports Work luggage bay bike rack
- Apollo camera system
- Upgrade of Avail equipment
- Odyssey farebox. (low profile)

# 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:

- Base Award: 9 2008 MCI D4500 Vehicles
- Option 1: 14 2009 MCI D4500 Vehicles
- Option 2: 10 2009 MCI D4500 Vehicles
- Option 3: 10 2009 MCI D4500 Vehicles

Although funding is allocated in specific fiscal years for a certain number of buses, 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 COUNTY providing a notice to proceed, and both buses shall be delivered **and accepted** (see definition below) at 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 will be delivered **and accepted** within 12 weeks. The COUNTY may elect to award NTP for Option 1, 2 and 3 before previous options are completed and work may on options maybe happen concurrently.

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. 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.

### Base Award (MCI 2007)

<b>2 Pilots</b>	<b>Pilot Review</b>		<b>4 MCI</b>	<b>3 MCI</b>		<b>9 Buses</b>
14 weeks	2 weeks		12 Weeks	12 Weeks		38 Weeks

### Option 1 (MCI 2009)

<b>2 Pilots</b>	<b>Pilot Review</b>	<b>4 MCI</b>	<b>4 MCI</b>	<b>4 MCI</b>		<b>14 Buses</b>
14 weeks	2 weeks	12 Weeks	12 Weeks	12 Weeks		52 Weeks

Option 2 (MCI 2009)

<b>4 MCI</b>		<b>3 MCI</b>	<b>3 MCI</b>			<b>10 Buses</b>
12 weeks		12 Weeks	12 Weeks			36 Weeks

Option 3 (MCI 2009)

<b>4 MCI</b>		<b>3 MCI</b>	<b>3 MCI</b>			<b>10 Buses</b>
12 weeks		12 Weeks	12 Weeks			36 Weeks

The schedule for the Base Award and Option will be mutually decided up by COUNTY and the Successful Contractor with the understanding that each bus when started will be completed within 10 weeks, with the exception of the pilot bus group for each Award and Option. The county can award the Options before the Base Award is completed.

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, COUNTY will consider whether it is willing to provisionally accept the unfinished bus on a case-by-case basis.

## VI.2 Pick Up and Delivery Procedures

The Successful Contractor is responsible for insurance and safeguarding the vehicles from the point of pick up at COUNTY through their completion and return to 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) 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 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 COUNTY no later than described in the time table 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 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 COUNTY shall occur only after final inspection by authorized employees or agents of COUNTY. COUNTY will ENDEAVOR to notify the Successful Contractor within two 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 COUNTY that need repairs prior to being accepted and placed into revenue service, i.e., COUNTY does not have to seek prior Successful Contractor approval to commence repairing minor items in an effort to expedite acceptance.

Offerors should 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 COUNTY, COUNTY OR 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.

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 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 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 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 is to be maintained for each vehicle and will 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 includes 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 is to be delivered to COUNTY when the vehicle is returned to COUNTY – vehicles will not be accepted without such documentation. The Successful Contractor shall present its documentation control plan to COUNTY and its agent no later than two weeks prior to rehabbing the pilot bus.

### **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 manufactory. 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 are not to 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 will 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 be 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 discusses 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 inhibitor, 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 COUNTY, releases or certificates signed by COUNTY staff are understood to be simple acknowledgements and do not constitute acceptance by COUNTY.

### **VI.10 Definitions**

The following are terms 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 as originally delivered on vehicles to 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 is not on the COUNTY build sheet, Offerors are requested to bid the original part/component or its recommended replacement and include the alternative on **Attachment I**. Include on **Attachment I** reasons why the alternative is being proposed and if there is a cost savings, state what the savings would be. 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 COUNTY. It is encouraged that the Offeror during the Pre-Proposal Conference first 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, 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 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 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 is to 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. 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.

**Attachment N** is the MCI Coach Sales Order to be used for reference in preparing the proposal. 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 and King Pin Assembly**

**VII.1.1.1** If during the inspection of the front axle beam defects are discovered the beam shall be replaced as repairs are not permissible. If the axle requires 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 is to be replaced at a minimum with the same grade as installed from OEM.

### **VII.1.2 Tie Rods**

**VII.1.2.1** The tie rod arms shall be inspected and replaced if damaged or the bore is out round. If the arms 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.1.2.2** The tie rod center link shall be inspected and replaced if damaged. If the link 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.1.2.3** At the completion of the overhaul, the bus is to 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 zerks, 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 is to be disassembled, 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 is to 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 replaced with a new factory unit of the same final drive ratio (4.30:1).

## **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 will 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 is to 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 is to be inspected thoroughly for any damage. Damage is to 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 limits 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** The bumper back structures and other appendices shall be inspected and replaced as required. If the bumper structures or appendices 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.3.1.1.3** Note that if a bus has what the COUNTY considers to be significant 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.3.1.2 Entrance Door**

**VII.3.1.2.1** All door seals, door glass 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 are to be functional and accept grease.

**VII.3.1.2.4** All entrance door mounting hardware is to 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 is to be adjusted to 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** The driver's window assembly shall be replaced. New fasteners and as required sealant shall be used in the replacement.

**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** All electronic signs shall be replaced with Twinvision Smart Series III signs. This is to include the front and side signs with the Luminator's Remote Asset Manager. All electronic signs shall have a 12-year warranty.

#### **VII.3.1.5 Windshield Washer System**

**VII.3.1.5.1** The windshield washer reservoir shall be inspected and replaced, if necessary. If the reservoir 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.3.1.5.2** The wiper spray system shall also be inspected and replaced per OEM specifications. If the wiper system requires repair or replacement of components not previously identified, it shall be done as a change order based on the cost to be provided in **Attachment B, Part 2**.

#### **VII.3.1.6 Skirt Panels**

**VII.3.1.6.1** Skirt panels with damage (cracks, dents and holes), shall be replaced. If the skirt 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.3.1.7 Mirror Arms**

**VII.3.1.7.1** Mirror arms shall be fully adjustable and functional. The mirror arms shall be replaced if they are not adjustable or if they are damaged. Any painted surfaces shall be refinished. If the mirror arms 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 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 per the cost to be provided in **Attachment B, Part 2**.

**VII.3.2.1.2** All welding repairs shall be repaired by a welder with a valid and current American Welding Society (AWS) certification.

**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**.

**VII.3.2.1.4** The Contractor shall provide Optional Pricing for installation of a Sports Work luggage bay bike rack.

**VII.3.2.1.5** The interior wooden floorboards shall be inspected for deterioration and soft spots replaced in sections as needed. Costs to replace or repair any floorboards section(s) shall be done as a change order based on the per-square-foot cost to be provided in **Attachment B, Part 2**.

### **VII.3.3 Exterior Paint**

**VII.3.3.1 Re-Vitalize Option:** The Contractor shall propose a process of re-vitalizing the paint finish of the bus exterior. Examples are “clay bar” treatment and use of “rubbing compound”, however the Contractor is to offer their proposal based on their expertise.

**NOTE:** The COUNTY may elect to rebrand the vehicles during this process. It is the expectation that the selected vendor would have the flexibility to change the paint scheme if that is the direction the COUNTY decides to go.

### **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 affected 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** Passenger seats were manufactured by American Seating, model W2005 (SQ) and shall be recovered in the original upholstery fabric (currently available from John Holdsworth Co., part number BAW319) with the pattern running horizontally. If the original upholstery fabric is unavailable, the Contractor is to provide fabric swatches to County staff so they can select a new fabric. The arm rests shall be changed using American Seating 2000 series bezel upgrade. The description of the passenger seats is included in **Attachment N: MCI – Coach Sales Order**.

**VII.3.5.1.3** 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** All seat padding is to be replaced with a durable padded seat insert of OEM thickness and composition.

**VII.3.5.1.5** Plastic components of the passenger seats shall be replaced or refinished per OEM specifications to match original color scheme.

**VII.3.5.1.6** 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 COUNTY would like to add combination USB/110V 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 outlets subject decals must be approved by the County or their designated representative. The required inverter shall be a sine-wave type.

**VII.3.6.2** The overhead parcel lights and racks shall be replaced if they are broke, 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.

**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** LED reading lights shall be installed with new lenses.

**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 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** On an as needed basis and by approval of the Resident Inspector, Operator's barriers shall be restored to OEM specifications and replaced if cracked or otherwise damaged. The barrier rails shall be cleaned, fasteners replaced and torqued to the proper specification. If the barrier components 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 Interior and Flooring**

The interior of the vehicle is to 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** All dash gauges shall be replaced with OEM new gauges. 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 with La France 362-114D-07-8760-217 installed with pattern running vertically and trimmed as original 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 Grey Millstone Melamine 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** All floor covering material shall be replaced. The floor covering shall be Altro Chroma TFCR 2730 Mineral Grey 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 is to 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 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. Repair of any trim piece will not be allowed unless otherwise accepted by the Resident Inspector.

### **VII.3.10 Decals**

**VII.3.10.1** Interior decals identified in **Attachment G – Custom Decal Details** will be removed and the area cleaned to remove remnants of adhesive materials prior to cleaning and repairing the remaining interior. New interior decals will be supplied by and installed by the Contractor in accordance with photos of decals in **Attachment G**.

### **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. All components shall be replaced as required to return system to OEM specified functionality.

### **VII.3.12 Stop Request Sign**

**VII.3.12.1** 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 replacement it shall be done as a change order based on the cost to be provided in **Attachment B, Part 2**.

**VII.3.12.2** All passenger activation touch tapes shall be repaired or replaced as needed. If the stop request sign or trim replacement it shall be done as a change order based on the cost to be provided in **Attachment B, Part 2**.

### **VII.3.13 Wheelchair Positions**

**VII.3.13.1** 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 shall be included with vehicle documentation.

### **VII.4.2 Air Brake Tanks, Lines 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 shall be performed. The cleaning procedure is to be completed prior to replacement of air system components.

**VII.4.2.2** All air system tanks shall be cleaned, inspected, pressured 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.

**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. An auto-purge valve will be installed on the Ping tank.

### **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 is to 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. 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, is to 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 is to 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 supplemental 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.

**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, idler pulley with cover assembly shall be

replaced with new. The fan belt shall be replaced.

**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.

**VII.6.1.2** Alternator drive belt is to be replaced.

**VII.6.1.3** All components of the 12-volt charger and equalizer shall be changed to a 28-volt charger to accommodate the new alternator, including the equalizer and voltage regulator.

### **VII.6.2 Starting System**

**VII.6.2.1** The starting motor is to 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.

**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 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 clean, 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 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.

VII.6.4.2 Headlights and turn signal lights shall be replaced.

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.

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 Description

VII.7.1.1 COUNTY plans to change all engines as part of this work scope. Other exceptions may be made as stated below. The engines shall have the same ratings as supplied from MCI during the original build.

## VII.7.2 Engine

VII.7.2.1 The replacement engines shall be Cummins ReCon factory remanufactured ISM engines. THE ISM engine shall be electronically controlled, 410 horsepower with engine brake. This includes a new turbocharger, engine control module (ECM) and all items normally delivered from Cummins when a complete factory re-manufactured engine is ordered. A new ECM and engine wiring harness shall be supplied with the remanufactured engine.

VII.7.2.2 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.7.2.3 During engine replacement all isolators and engine mounts shall be replaced. All mounting hardware is to be replaced.

VII.7.2.4 The front crankshaft pulley, key and bolt shall be replaced.

VII.7.2.5 All interface parts between the engine and transmission shall be replaced. These include items such as transmission adapters, attachment bolts, and flex plates.

VII.7.2.6 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.7.2.7 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.7.3 Exhaust System

VII.7.3.1 All flex pipes/sections shall be replaced with stainless steel product. All exhaust system clamps and mounting brackets shall be replaced.

VII.7.3.2 All fire/heat blankets and shields shall be replaced.

## VII.7.4 Fire Detection & Suppression System

VII.7.4.1 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 is to

be inspected and repaired or replaced as needed to restore to OEM specified functionality.

**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**.

**VII.7.4.3** The fire and suppression system sensors and are to be replaced with the correct temperature rating for the area they are located. The activation squib shall be replaced

**VII.7.4.4** 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 is to 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 is to 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.

**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 are to 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 is to be replaced.

**VII.9.1.3** The power steering 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 is to be replaced with new. All mounting hardware is to 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.

**VII.9.2.2** All fluid hard piping (tubing) connected to the steering system should 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.

**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 are to 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**

On all axles:

**VII.10.1.1** The air spring assemblies shall be replaced.

**VII.10.1.2** The shock absorbers shall be replaced.

**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:

**VII.10.2.1** Leveling valves and links.

VII.10.2.2 Check valves.

VII.10.2.3 All associated hardware.

VII.10.2.4 Once completed before alignment, the suspension system ride height shall be set to original OEM specifications.

### VII.10.3 Front Anti-Sway Bar

VII.10.3.1 The front anti-sway bar is to 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**.

VII.10.3.2 The anti-sway bar bushings and links are to be replaced including all fasteners.

### VII.10.4 Radius Rods

VII.10.4.1 All front, rear and tag axle upper, lower, and transverse radius rods, complete with bushings, shall be replaced using standard OEM specified equipment.

VII.10.4.2 The radius rod mounting washers, studs, Stover lock hex nuts and strap locks are required to be replaced with new parts.

## VII.11 Transmission

### VII.11.1 Description

VII.11.1.1 The COUNTY plans to change all transmissions as part of this work scope replacing the current Allison B500 transmission 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 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.



**VII.11.2.2** Remanufactured transmissions shall include 100% genuine Allison parts, include a new torque converter and be dynamometer tested for Allison performance specifications.

**VII.11.2.3** Transmissions shall be programmed to work with 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.11.2.4** The transmission wiring harness shall be replaced with new OEM harness.

**VII.11.2.5** The transmission oil cooler shall be replaced however the cooler shall be pressure tested before installation.

**VII.11.2.6** 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.11.2.7** The dash mounted electronic transmission shift selector shall be replaced with a new Allison shift selector.

**VII.11.2.8** The bus shall be delivered with Castrol TranSynd fluid in the transmission.

**VII.11.2.9** 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, u-joint cap bore condition, 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** New u-joints, lock straps, bolts, and dust cap shall be installed and the driveshaft aligned. Assembly of the driveshaft and components requires alignment arrows of the slip joint and yoke for proper alignment. U-joint grease zerks are to 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

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 Air Conditioning Compressor

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.14.1.2 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 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**.

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

VII.14.2.3 The heater and defroster 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.14.2.4** The blower wheels and housings including the parcel rack wheels and housings shall be cleaned, inspected and replaced if damaged or broken. Wheels and housings needing to be replaced shall be done as a change order based on the cost to be provided in **Attachment B, Part 2**.

**VII.14.2.5** The driver's display controller shall be repaired or replaced as needed. Controllers needing to be replaced shall be done as a change order based on the cost to be provided in **Attachment B, Part 2**.

**VII.14.2.6** All other components shall be checked and repaired or replaced as needed to restore the HVAC system functionality to OEM specifications. Other HVAC system components or parts to be replaced shall be done as a change order based on the cost to be provided in **Attachment B, Part 2**.

## **VII.15 Wheelchair Lift**

### **VII.15.1 Background**

The COUNTY's O&M contractor has experienced issues procuring parts for the Braun wheelchair lifts currently in the County buses, resulting in the following inclusion to the technical specification.

Provide pricing for turn-key replacement of the Braun lift with a new comparable Braun Heavy Duty wheelchair lift model that has been installed in MCI D model coaches. All safety and functionality features specified in MCI Operators and Maintenance manuals are required. The pricing shall be included as part of the base price, an option price for the wheelchair would be to just refurbish the current lifts in **Attachment B** for the COUNTY'S consideration.

Offerors shall also provide pricing in **Attachment B** for the service and repair of the Braun lifts in the buses being overhauled as described below.

### **VII.15.2 Wheelchair Lift Service**

**VII.15.2.1** The wheelchair lift shall receive a preventive maintenance (PM) inspection and servicing done in accordance with the Original Equipment Manufacturers (OEM's) most stringent schedule.

**VII.15.2.2** 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 2**.

**VII.15.2.3** When a wheelchair lift is rebuilt it shall be removed from the bus and 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 threshold pressure sensitive mat when installed. All components shall be lubricated and re-assembled; all painted surfaces shall be re-painted to match original. The wheelchair lift hydraulic pump, gasket, drive linkage, reservoir filter elements, reservoir gaskets, and supply and return lines shall be replaced. The fluid filter is to be replaced. The reservoir is also to be inspected and either cleaned and repainted or replaced as required. The sight glass and seal should also be cleaned and replaced if required. The hydraulic fluid shall be replaced with fluid matching original OEM specifications.

**VII.15.2.4** 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.

## **VII.16 Inspection Forms**

Pre-delivery acceptance checklist  
Delivery approval form  
Post-delivery acceptance checklist  
Post-delivery acceptance form

## **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 COUNTY for a minimum of three (3) year 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 of 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 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 are to 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:

- underbody structure completion,
  - body framing completion,
  - body prior to paint preparation,
  - water test before interior trim and insulation installation,
  - engine installation completion,
  - underbody dress-up and completion,
  - bus prior to final paint touchup,
  - final paint quality
  - bus prior to road test, and
  - bus final road test completion
- Inspection Personnel: Sufficient trained inspectors shall be used by the Successful Contractor to insure 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 COUNTY or its assigned designee.
  - Inspection Audits of Major Component Rebuilds: Rebuild of major components are to 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. COUNTY or its designated representative shall have access to and review authority of all such documentation.

Inspection audits may be performed by 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 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
- Scanner

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 COUNTY as needed to apprise the staff of potential production delays and when specification compliance or other issues arise that requires 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 COUNTY, the Successful Contractor, 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, COUNTY, and COUNTY's maintenance contractor as needed. Resident Inspector(s) shall not have the authority to approve change orders or production delays, nor accept on 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 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.

**The third-party firm will assign the engineer to work on-site with the Resident Inspector and Successful Contractor during overhaul work performed on at least the first two pilot buses.** Together with input provided by the engineer and 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 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 COUNTY in the form of a weekly status report. As noted above, deficiencies affecting the production schedule or require COUNTY's immediate intervention shall be communicated by the Resident Inspector or IPM immediately to 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 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 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 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 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 COUNTY's technical specifications. This additional testing shall be recorded on the appropriate pre-approved test forms, and, at 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 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 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 COUNTY, explain the dispute and act as technical advisor to COUNTY if needed. The IPM will communicate COUNTY's decision to the Successful Contractor. If discrepancies cannot be corrected to COUNTY's satisfaction or 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 COUNTY's facilities (if available, near COUNTY if not), 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 COUNTY's 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 COUNTY's Maintenance Manager, COUNTY's Project Manager and the IPM. The IPM will then provide the Contractor 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 are to 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 COUNTY or warranties imposed on the Successful Contractor. Consistent with this requirement the Successful Contractor warrants and guarantees to 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 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 COUNTY's locale.

### **VIII.4.2 Subsystems and Components**

If longer warranties are offered as standard for subsystems and components, these warranties are to be passed on to 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 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 the 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 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 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 COUNTY (or its agent) from providing the Successful Contractor advance notice of such repairs. Therefore, 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 COUNTY (or its agent) will not provide advance notice to the Successful Contractor. COUNTY will endeavor to provide advance notice for repairs that may or will require substantial labor or replacement of costly components. In any event, 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.
3. Current mileage.
4. Parts 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 (email or fax) to COUNTY's designated representative will be provided within two (2) working days after notification of COUNTY's (or its agent's) notification of warranty claim. In cases where COUNTY (or its agent) and the Successful Contractor cannot reach agreement within an additional two (2) working days, a qualified engineer (10 years' experience in transit bus engineering with backgrounds in manufacturing, bus testing and specification review and compliance) from 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-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, COUNTY will pay all costs associated with making the engineering determination.

#### **VIII.4.8 Repair Performance**

COUNTY (or its agent) may require the Successful Contractor or its designated representative to perform warranty-covered repairs. At COUNTY's sole discretion the work may be performed by 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 COUNTY (or its agent) requires the Successful Contractor to perform warranty-covered repairs, the Successful Contractor's representative must begin work necessary to effect repairs, within two (2) working days after receiving notification of a defect from COUNTY (or its agent). 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 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 COUNTY to make repairs costing up to \$1,000 per bus for rebuilt or overhauled buses delivered to COUNTY that need repairs prior to being accepted and placed into revenue service.

If 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 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**

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 COUNTY (or its agent). Should replacement rebuilt and/or remanufactured parts fail multiple times, either on the same or different vehicle, the Successful Contractor will, if requested by COUNTY (or its agent) supply new parts for subsequent replacements. These parts shall be received prepaid to 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 part/s 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 COUNTY (or its agent) and authorized 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 COUNTY (or its agent), at the Successful Contractor's discretion. In cases where COUNTY (or its agent) and the Successful Contractor disagree about whether or not a part was defective, a qualified engineer (10 years' experience in transit bus engineering with backgrounds in manufacturing, bus testing and specification review and compliance) from 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-TDB contract rate for that position. Should the engineer uphold the successful Contractor's position that a returned part was in fact not defective, COUNTY will pay all costs associated with making the engineering determination.

##### **VIII.4.8.3.1 Reimbursement for Labor**

COUNTY (or its agent) shall be reimbursed by the Successful Contractor for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect by the current hourly rate of the COUNTY's agent, currently Transdev Services, plus the cost of towing in 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**

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 Workshops**

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 Transdev Services, 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, COUNTY's agent, currently Transdev Services (Transdev Services Maintenance Manager, 2880 Remington Park Ct, Norcross, GA 30071) will file all claims. Monthly, or at an alternative period to be mutually agreed upon, reports of all repairs covered by this warranty shall be submitted by COUNTY to the Successful Contractor for reimbursement. The Successful Contractor shall provide forms for these reports. Response to submitted claims will 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 at least five (5) engagements that are similar in service type, size, scope, and/or complexity in 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 SHEET (TO BE RETURNED IN A SEPARATE SEALED ENVELOPE)**

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

PART 1: See next page.

**Offer Document 9: Price Proposal  
Overhaul (Model Year 2008)**

Location in Part 3	Section	Description of Work	Parts Cost	Labor Hrs.	Labor cost
VII.1	Front Axel				
VII.2	Rear Axel				
VII.3	Body	Body			
VII.4	Brakes and Air System				
VII.5	Cooling System				
VII.6	Electrical	Electrical			
VII.7	Engine				
VII.8	Fuel System	Fuel System			
VII.9	Steering				
VII.10	Suspension				
VII.11	Transmission				
VII.12	Driveshaft				
VII.13	Wheels and Hubs				
VII.13.C	Tires				
VII.14	HVAC				
VII.15	Wheelchair Lift	Replace			
VII.16	Inspection Forms				

Parts Cost	Labor Hrs.	Labor cost
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			Cost to Install in Atlanta (technology only)	Cost to Install at Contractor's Location (technology only)
V.I.3.4	Technology	CAD/AVL - Upgrade Avail equipment to current generation		
V.I.3.3	Technology	Closed-Circuit Cameras (with live view capability) MUST BE AVAIL Compatible		
V.I.3.5	Technology	Farebox (GFI low profile)		
V.I.3.2	Bike Racks	Bike Racks (Luggage Bay)		
VII.15	Wheelchair lifts	Overhaul instead of replace		
VII.3.C.1.1	Full Re-Paint Option	Full Re-Paint		
VII.3.c.1.2	Re-Vitalize Option	Re-Vitalize Paint		
N/A	Transportation Costs	Transportation Cost Round Trip		

**Overhaul Per Coach**      \$0      0.0      \$0

**WITHOUT OPTIONS**  
\$0      0.0      \$0

**Total Overhaul Per Coach (including parts and labor)**      \$0

\$0

**Total Overhaul for 43 Coaches (including parts and labor)**      \$0

\$0

<b>Cost/Rate For Unspecified Change Orders</b>	
Extra Parts Overhead	_____ %
Extra Labor Rate (per hour)	_____

**Notes**

- The COUNTY directs the bidders to assume that tasks containing the terms "as needed, as required, if necessary", etc. shall apply to 20% of the total fleet of buses to be rehabilitated or overhauled. Bid sheets shall reflect this assumption
- All items in yellow are at COUNTY's option
- Only the costs to install technology in Atlanta will be used in the total price proposal calculation
- All pricing shall be provided in present day dollars.

**Offer Document 9: Price Proposal  
Overhaul (Model Year 2009)**

Location in Section VII	Section	Description of Work	Parts Cost	Labor Hrs.	Labor cost
VII.1	Front Axle	Repair and/or Replace			
VII.2	Rear Axle	Repair and/or Replace			
VII.3	Body	Body			
VII.4	Brakes and Air System	Repair and/or Replace			
VII.5	Cooling System				
VII.6	Electrical	Electrical			
VII.7	Engine				
VII.8	Fuel System	Fuel System			
VII.9	Steering				
VII.10	Suspension				
VII.11	Transmission				
VII.12	Driveshaft				
VII.13	Wheels and Hubs				
VII.14	HVAC				
VII.15	Wheelchair Lift	Replace			
VII.16	Inspection Forms	Administrative			

Parts Cost	Labor Hrs.	Labor cost
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			Cost to Install in Atlanta (technology only)			Cost to Install at Contractor's Location (technology only)		
VI.3.4	Technology	CAD/AVL - Upgrade Avail equipment to current generation						
VI.3.3	Technology	Closed-Circuit Cameras (with live view capability) MUST BE AVAIL compatible						
VI.3.5	Technology	Farebox (GFI low profile)						
VI.3.2	Bike Racks	Bike Racks (Luggage Bay)						
VII.15	Wheelchair lifts	Overhaul instead of replace						
VII.3.c.1.1	Full Re-Paint Option	Full Re-Paint						
VII.3.c.1.2	Re-Vitalize Option	Re-Vitalize Paint						
N/A	Transportation Costs	Transportation Cost Round Trip						

	Parts Cost	Labor Hrs.	Labor cost	WITHOUT OPTIONS		
<b>Overhaul Per Coach</b>	\$0	0.0	\$0	\$0	0.0	\$0
<b>Total Overhaul Per Coach (including parts and labor)</b>	\$0			\$0		
<b>Total Overhaul for 43 Coaches (including parts and labor)</b>	\$0			\$0		

Cost/Rate For Unspecified Change Orders	
Extra Parts Overhead	0 %
Extra Labor Rate (per hour)	\$0

**Notes**

1. The COUNTY directs the bidders to assume that tasks containing the terms "as needed, as required, if necessary", etc. shall apply to 20% of the total fleet of buses to be rehabilitated or overhauled. Bid sheets shall reflect this assumption
2. All items in yellow are at COUNTY's option
3. Only the costs to install technology in Atlanta will be used in the total price proposal calculation
4. All pricing shall be provided in present day dollars.

**PART 2:**

**Itemized Costs for Change Orders**

Ref #	Item for Section VII of Specification	Parts Cost	Labor Cost	Total Cost on Bus	Total Cost all Candidates
1	<b>VII.1.1.1</b> If during the inspection of the front axle beam defects are discovered, the beam shall be replaced as repairs are not permissible. If the axle requires replacement, it shall be done as a change order based on the cost to be provided in Attachment B, Part 2.				
2	<b>VII.1.2.1</b> The tie rod arms shall be inspected and replaced if damaged or the bore is out round. If the arms require repair or replacement it shall be done as a change order based on the cost to be provided in Attachment B, Part 2.				
3	<b>VII.1.2.2</b> The tie rod center link shall be inspected and replaced if damaged. If the link requires repair or replacement, it shall be done as a change order based on the cost to be provided in Attachment B, Part 2.				
4	<b>VII.2.1.1</b> The entire Meritor rear axle is to be disassembled, 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 is to be treated to prevent rust.				
5	<b>VII.2.1.2</b> 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.				
6	<b>VII.2.2.2</b> 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.				
7	<b>VII.3.1.1.2</b> The bumper back structures and other appendices shall be inspected and replaced as required. If the bumper structures or appendices require repair or replacement, it shall be done as a change order based on the cost to be provided in Attachment B, Part 2.				
8	<b>VII.3.1.2.2</b> 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.				
9	<b>VII.3.1.2.5</b> 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.				
10	<b>VII.3.1.2.9</b> 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 provided in Attachment B, Part 2.				
11	<b>VII.3.1.3.1</b> 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.				



Ref #	Item for Section VII of Specification	Parts Cost	Labor Cost	Total Cost on Bus	Total Cost all Candidates
12	<p><b>VII.3.1.5.1</b> The windshield washer reservoir shall be inspected and replaced, if necessary. If the reservoir requires repair or replacement, it shall be done as a change order based on the cost to be provided in Attachment B, Part 2.</p>				
13	<p><b>VII.3.1.5.2</b> The wiper spray system shall also be inspected and replaced per OEM specifications. If the wiper system requires repair or replacement of components not previously identified, it shall be done as a change order based on the cost to be provided in Attachment B, Part 2.</p>				
14	<p><b>VII.3.1.6.1</b> Skirt panels with damage (cracks, dents and holes), shall be replaced. If the skirt 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.</p>				
15	<p><b>VII.3.1.7.1</b> Mirror arms shall be fully adjustable and functional. The mirror arms shall be replaced if they are not adjustable or if they are damaged. Any painted surfaces shall be refinished. If the mirror arms require repair or replacement, it shall be done as a change order based on the cost to be provided in Attachment B, Part 2.</p>				
16	<p><b>VII.3.2.1.1</b> 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.</p>				
17	<p><b>VII.3.2.1.3</b> 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 side 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.</p>				
18	<p><b>VII.3.2.1.5</b> The interior wooden floorboards shall be inspected for deterioration and soft spots replaced in sections as needed. Costs to replace or repair any floorboards section(s) shall be done as a change order based on the per-square-foot cost to be provided in Attachment B, Part 2.</p>				
19	<p><b>VII.3.5.1.3</b> 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.</p>				
20	<p><b>VII.3.6.2</b> 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.</p>				
21	<p><b>VII.3.6.3</b> 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.</p>				

Ref #	Item for Section VII of Specification	Parts Cost	Labor Cost	Total Cost on Bus	Total Cost all Candidates
22	<b>VII.3.6.5</b> 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.				
23	<b>VII.3.6.6</b> 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.				
24	<b>VII.3.7.1</b> Operator's barriers shall be restored to OEM specifications and replaced if cracked or otherwise damaged. The barrier rails shall be cleaned, fasteners replaced and torqued to the proper specification. If the barrier components require replacement, it shall be done as a change order based on the cost to be provided in Attachment B, Part 2.				
25	<b>VII.3.8.4</b> 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.				
26	<b>VII.3.8.6</b> 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.				
27	<b>VII.3.8.10</b> 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.				
28	<b>VII.3.8.11</b> 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 Grey Millstone Melamine 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.				
29	<b>VII.3.8.15</b> 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.				
30	<b>VII.3.9.1</b> 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.				
31	<b>VII.3.12.1</b> 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.				
32	<b>VII.3.12.2</b> All passenger activation touch tapes shall be 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.				

Ref #	Item for Section VII of Specification	Parts Cost	Labor Cost	Total Cost on Bus	Total Cost all Candidates
33	<b>VII.3.13.1</b> 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.				
34	<b>VII.5.2.2</b> 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.				
35	<b>VII.5.3.2</b> 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.				
36	<b>VII.6.3.5</b> The battery trays, rollers and slides shall be cleaned and inspected per MCI technical specifications and service. Battery trays, rollers and sides 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.				
37	<b>VII.6.4.4</b> All electrical connections shall be carefully inspected and replaced 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.				
38	<b>VII.7.4.2</b> 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.				
39	<b>VII.8.2.1</b> The air cleaner housing assembly shall be disassembled, cleaned and inspected. Housings with damage, voids in seams or visible rust are to 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.				
40	<b>VII.8.2.2</b> 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.				
41	<b>VII.9.2.2</b> All fluid hard pipes (tubing) connected to the steering system should 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.				
42	<b>VII.9.3.3</b> 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.				
43	<b>VII.9.4.2</b> 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 components. Drag link rods requiring replacement shall be done as a change order based on the cost to be provided in Attachment B, Part 2.				
44	<b>VII.10.3.1</b> The front anti-sway bar is to 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.				

Ref #	Item for Section VII of Specification	Parts Cost	Labor Cost	Total Cost on Bus	Total Cost all Candidates
45	<p><b>VII.12.1.1</b> 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, u-joint cap bore condition, and 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.</p>				
46	<p><b>VII.13.2.1</b> 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.</p>				
47	<p><b>VII.14.1.1</b> 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.</p>				
48	<p><b>VII.14.1.2</b> 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.</p>				
49	<p><b>VII.14.2.1</b> 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.</p>				
50	<p><b>VII.14.2.3</b> The heater and defroster 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.</p>				
51	<p><b>VII.14.2.4</b> The blower wheels and housings including the parcel rack wheels and housings shall be cleaned, inspected and replaced if damaged or broken. Wheels and housings needing to be replaced shall be done as a change order based on the cost to be provided in Attachment B, Part 2.</p>				
52	<p><b>VII.14.2.5</b> The driver's display controller shall be repaired or replaced as needed. Controllers needing to be replaced shall be done as a change order based on the cost to be provided in Attachment B, Part 2.</p>				
53	<p><b>VII.14.2.6</b> All other components shall be checked and repaired or replaced as needed to restore the HVAC system functionality to OEM specifications. Other HVAC system components or parts to be replaced shall be done as a change order based on the cost to be provided in Attachment B, Part 2.</p>				
54	<p><b>VII.15.2.2</b> 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.</p>				

## ATTACHMENT C: LISTING OF BUSES TO BE OVERHAULED

Unit #	Vin #	Manufacturer	Date Placed in Service	Mileage	Type of Engine
7001	1M8PDMEA08P058383	MCI D4500	5/13/2008	293,388	Cummins ISM 410
7002	1M8PDMEA28P058384	MCI D4500	5/13/2008	282,638	Cummins ISM 410
7003	1M8PDMEA48P058385	MCI D4500	5/13/2008	249,973	Cummins ISM 410
7004	1M8PDMEA68P058386	MCI D4500	5/13/2008	266,883	Cummins ISM 410
7005	1M8PDMEA88P058387	MCI D4500	5/13/2008	283,549	Cummins ISM 410
7006	1M8PDMEAX8P058388	MCI D4500	5/13/2008	256,756	Cummins ISM 410
7007	1M8PDMEA18P058389	MCI D4500	5/13/2008	290,976	Cummins ISM 410
7008	1M8PDMEA88P058390	MCI D4500	5/13/2008	285,407	Cummins ISM 410
7009	1M8PDMEAX8P058391	MCI D4500	5/13/2008	288,589	Cummins ISM 410
9001	1M8PDMEA8AP05913 9	MCI D4500	10/5/2009	266,098	Cummins ISM 410
9002	1M8PDMEA8AP05914 2	MCI D4500	10/5/2009	265,051	Cummins ISM 410
9003	1M8PDMEA1AP05914 4	MCI D4500	10/5/2009	295,665	Cummins ISM 410
9004	1M8PDMEA5AP05914 6	MCI D4500	10/5/2009	265,398	Cummins ISM 410
9005	1M8PDMEA9AP05914 8	MCI D4500	10/5/2009	260,215	Cummins ISM 410

9006	1M8PDMEA7AP05915 0	MCI D4500	10/5/2009	281,682	Cummins ISM 410
9007	1M8PDMEA2AP05915 3	MCI D4500	10/5/2009	276,568	Cummins ISM 410
9008	1M8PDMEA6AP05915 5	MCI D4500	10/5/2009	288,100	Cummins ISM 410
9009	1M8PDMEAXAP05915 7	MCI D4500	10/5/2009	265,595	Cummins ISM 410
9010	1M8PDMEA3AP05915 9	MCI D4500	10/5/2009	159,524	Cummins ISM 410
9011	1M8PDMEA1AP05916 1	MCI D4500	10/5/2009	294,514	Cummins ISM 410
9012	1M8PDMEA7AP05916 4	MCI D4500	10/5/2009	291,335	Cummins ISM 410
9013	1M8PDMEA0AP05916 6	MCI D4500	10/5/2009	296,894	Cummins ISM 410
9014	1M8PDMEA4AP05916 8	MCI D4500	10/5/2009	288,103	Cummins ISM 410
9015	1M8PDMEA2AP05917 0	MCI D4500	10/5/2009	288,292	Cummins ISM 410
9016	1M8PDMEA9AP05917 2	MCI D4500	10/5/2009	216,379	Cummins ISM 410
9017	1M8PDMEA1AP05917 5	MCI D4500	10/5/2009	294,766	Cummins ISM 410
9018	1M8PDMEA5AP05917 7	MCI D4500	10/5/2009	223,487	Cummins ISM 410
9019	1M8PDMEA9AP05917 9	MCI D4500	10/5/2009	252,413	Cummins ISM 410
9020	1M8PDMEA7AP05918 1	MCI D4500	10/5/2009	291,262	Cummins ISM 410
9021	1M8PDMEA0AP05918 3	MCI D4500	10/5/2009	242,940	Cummins ISM 410
9022	1M8PDMEA9AP05918 6	MCI D4500	10/5/2009	282,658	Cummins ISM 410

9023	1M8PDMEAXAP05918 8	MCI D4500	10/5/2009	238,931	Cummins ISM 410
9024	1M8PDMEA8AP05919 0	MCI D4500	10/5/2009	292,789	Cummins ISM 410
9025	1M8PDMEA1AP05919 2	MCI D4500	10/5/2009	291,493	Cummins ISM 410
9026	1M8PDMEA5AP05919 4	MCI D4500	10/5/2009	297,042	Cummins ISM 410
9027	1M8PDMEA0AP05919 7	MCI D4500	10/5/2009	293,160	Cummins ISM 410
9028	1M8PDMEA4AP05919 9	MCI D4500	10/5/2009	293,540	Cummins ISM 410
9029	1M8PDMEA9AP05920 1	MCI D4500	10/5/2009	284,900	Cummins ISM 410
9030	1M8PDMEA2AP05920 3	MCI D4500	10/5/2009	258,500	Cummins ISM 410
9031	1M8PDMEA6AP05920 5	MCI D4500	10/5/2009	286,538	Cummins ISM 410
9032	1M8PDMEAXAP05920 7	MCI D4500	10/5/2009	293,850	Cummins ISM 410
9033	1M8PDMEA3AP05920 9	MCI D4500	10/5/2009	271,004	Cummins ISM 410
9035	1M8PDMEA5AP05921 3	MCI D4500	10/5/2009	294,273	Cummins ISM 410

## ATTACHMENT D: DEBARMENT OR SUSPENSION CERTIFICATION

### GOVERNMENT-WIDE DEBARMENT AND SUSPENSION CERTIFICATION

By signing and submitting this bid, the prospective participant is providing the signed certification set out below.

- A. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
- B. To the best of its knowledge and belief, that its Principals and Sub-principals are:
  1. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
    - i. Debarred,
    - ii. Suspended,
    - iii. Proposed for debarment,
    - iv. Declared ineligible,
    - v. Voluntarily excluded, or
    - vi. Disqualified,
  2. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
    - i. 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,
    - ii. Violation of any Federal or State antitrust statute, or
    - iii. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
  3. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
  4. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
  5. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to the County,
  6. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
    - i. Equals or exceeds \$25,000, (2) Is for audit services, or
    - ii. Requires the consent of a Federal official, and
  7. It will require that each covered lower tier contractor and subcontractor:
    - i. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
    - ii. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
      - a. Debarred from participation in its federally funded Project,
      - b. Suspended from participation in its federally funded Project,
      - c. Proposed for debarment from participation in its federally funded Project,
      - d. Declared ineligible to participate in its federally funded Project,



- e. Voluntarily excluded from participation in its federally funded Project,  
or
- f. Disqualified from participation in its federally funded Project, and

Contractor \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_\_\_

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

# ATTACHMENT E: FEDERAL CONTRACT CLAUSES

## FEDERAL CONTRACT PROVISIONS

This work will be financed in part with assistance received from the Federal Transit Administration. In order for the County to ensure compliance with federal regulations, suppliers must demonstrate their ability to comply with the below mentioned federal contract provisions.

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## GOVERNMENT-WIDE DEBARMENT AND SUSPENSION CERTIFICATION

By signing and submitting this bid, the prospective participant is providing the signed certification set out below.

- C. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
- D. To the best of its knowledge and belief, that its Principals and Sub-principals are:
  - 8. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
    - i. Debarred,
    - ii. Suspended,
    - iii. Proposed for debarment,
    - iv. Declared ineligible,
    - v. Voluntarily excluded, or
    - vi. Disqualified,
  - 9. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
    - i. 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,
    - ii. Violation of any Federal or State antitrust statute, or
    - iii. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
  - 10. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
  - 11. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
  - 12. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to the County,
  - 13. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
    - i. Equals or exceeds \$25,000, (2) Is for audit services, or
    - ii. Requires the consent of a Federal official, and
  - 14. It will require that each covered lower tier contractor and subcontractor:
    - i. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
    - ii. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:



- a. Debarred from participation in its federally funded Project,
- b. Suspended from participation in its federally funded Project,
- c. Proposed for debarment from participation in its federally funded Project,
- d. Declared ineligible to participate in its federally funded Project,
- e. Voluntarily excluded from participation in its federally funded Project, or
- f. Disqualified from participation in its federally funded Project, and

Contractor \_\_\_\_\_

Signature of Authorized Official

\_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_\_\_

Name and Title of Contractor's Authorized Official

\_\_\_\_\_

# BUY AMERICA CERTIFICATION

(STEEL OR MANUFACTURED PRODUCTS)

General Requirements (as stated in 49 CFR 661.5):

- A. Except as provided in 49 CFR 661.7 and 49 CFR 661.11, no funds may be obligated by Federal Transit Administration (FTA) for a project unless all iron, steel, and manufactured products used in the project are produced in the United States.
- B. All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.
- C. The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as, transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron use as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.
- D. For a manufactured product to be considered produced in the United States:
  - 1. All of the manufacturing processes for the product must take place in the United States; and
  - 2. All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

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***Certificate of Compliance with Buy America Requirements***

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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***Certificate of Non-Compliance with Buy America Requirements***

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

Company \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

# CERTIFICATION AND RESTRICTIONS ON LOBBYING

I \_\_\_\_\_, hereby certify  
(Name and title of official)

On behalf of \_\_\_\_\_ that:  
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and 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.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub- grants and contracts under grants, loans, and cooperative agreements) and that all sub-County's shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name \_\_\_\_\_

Type or print name \_\_\_\_\_

Signature of authorized representative \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Signature of notary and SEAL \_\_\_\_\_

## FEDERAL CONTRACT CLAUSES

This work will be financed in part with assistance received from the Federal Transit Administration. In order for the County to ensure compliance with federal regulations, suppliers must demonstrate their ability to comply with the below mentioned federal contract provisions.

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### Fly America Requirements

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that Contractor and sub-Contractors of Federal funds and their contractors are required to use US Flag air carriers for US 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. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US 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. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

### Buy America Requirements (Rolling Stock)

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by the FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11 and as amended by Map-21 (5325). Rolling stock must be manufactured in the US and have a minimum 60% domestic content and adhere to contract term limitations. A bidder or offeror shall submit appropriate Buy America certification to the County with all bids on FTA-funded contracts, except those subject to a general waiver. **Proposals or bids not accompanied by a completed Buy America certification shall be rejected as nonresponsive.** This requirement does not apply to lower tier subcontractors.

### Cargo Preference

Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% 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 US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo,

Office of Market Development, Maritime Administration, Washington, DC 20590 and to the County (through contractor in the case of a subcontractor's bill-of-lading.); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

### **Energy Conservation**

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

### **Clean Water**

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the County and understands and agrees that the County shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

### **Lobbying**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$150,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the County.

### **Debarment and Suspension**

This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 1200. As such, The County is required to assure that the Contractor, its subcontractors, and other participants at any tier of the project are not excluded or disqualified as defined in 2 CFR Part 180 Subpart I.

The Contractor is required to comply with 2 CFR Part 180 and 2 CFR Part 1200 and must include the requirement to comply with Subpart C of 2 CFR 180 as supplemented by 2 CFR Part 1200 in any lower tier covered transaction.

### **Recycled Products**

All contracts for items designated by the EPA, when the purchaser or contractor procures



\$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C.6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

### **Civil Rights and Equal Opportunity**

The Gwinnett County Board of Commission, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat.252, 42 U.S.C. 2000D to 2000D4, and Title 49, Code of Federal Regulations, Department of Transportation Subtitle A, Office of Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation, issued pursuant to such Act, hereby notifies all Respondents that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprise shall be afforded full opportunity to submit proposals in response to this invitation and shall not be discriminated against on the basis of race, color or national origin.

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.
- 3) Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634,

U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- 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 U.S.C. § 12101 *et seq.*, 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.

### **Breaches and Dispute Resolution**

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the County's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the County's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the County's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729. Performance During Dispute - Unless otherwise directed by the County, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the County and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State. Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the County or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

### **Access Records and Reports**

The Contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records

which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

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 contractor agrees to maintain same until the County, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

### **Federal Changes**

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

### **Clean Air**

The Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. 2) Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

### **Contract Work Hours & Safety Standards Act**

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek. (2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of

this section. (3) Withholding for unpaid wages and liquidated damages - the County shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section. (4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

### **No Government Obligation to Third Parties**

(1) The County and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### **Program Fraud and False or Fraudulent Statements or Related Acts**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, 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 FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate. (2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate. (3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## Termination

- a) Termination for Convenience (General Provision) the County may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the County's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the County. If contractor is in possession of any of the County's property, contractor shall account for same, and dispose of it as the County directs.
- b) Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the County may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the County that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the County, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.
- c) Opportunity to Cure (General Provision) the County in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions if contractor fails to remedy to the County's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the County setting forth the nature of said breach or default, the County shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the County from also pursuing all available remedies against contractor and its sureties for said breach or default.
- d) Waiver of Remedies for any Breach In the event that the County elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the County shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e) Termination for Convenience (Professional or Transit Service Contracts) the County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If the contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f) Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the County may terminate this contract for default. The County shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance

with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the County's convenience.

- g) Termination for Convenience or Default (Cost-Type Contracts) the County may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the County or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the County, or property supplied to contractor by the County. If termination is for default, the County may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the County and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the County's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the County determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the County, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

### **Disadvantaged Business Enterprise**

- a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. Gwinnett County's overall goal for DBE participation is 5.72%. **A separate contract goal for this Agreement has been established at 0.40%. The Contractor must demonstrate good faith efforts in obtaining DBE contract participation by completing the DBE utilization plan.**
- b) The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. 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 municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c) The contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the County. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract

is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the County and contractor's receipt of the partial retainage payment related to the subcontractor's work.

- e) The contractor must promptly notify the County whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the County.

### **Prompt Payment**

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the County. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontracts.

### **Incorporation of Federal Transit Administration Terms**

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in current FTA Circular 4220.1, 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 request that would cause the County to be in violation of FTA terms and conditions.

### **Contracts Involving Federal Privacy Act Requirements**

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

### **Access Requirements for Persons with Disabilities**

The Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and

persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

### **Prohibition Against Exclusionary or Discriminatory Specifications**

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

### **Conformance with ITS National Architecture**

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

### **Notification of Federal Participation**

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

### **Interest of Members or Delegates to Congress**

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

### **Ineligible Contractors and Subcontractors**

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the County shall cancel, terminate or suspend this contract.

### **Compliance with Federal Regulations**

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall



control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the County to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the County and FTA, as 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.

### **Full and Open Competition**

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

### **Other Contract Requirements**

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the County's Procurement Guidelines, available upon request from the County.

### **Access to Services for Persons with Limited English Proficiency**

To the extent applicable and except to the extent that FTA determines otherwise in writing, the County agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to County's on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

### **Environmental Justice**

Except as the Federal Government determines otherwise in writing, the County agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration County's," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.

### **Environmental Protections**

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any

applicable Federal laws and regulations in effect now or that become effective in the future.

### **Geographic Information and Related Spatial Data**

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

### **Geographic Preference**

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, reference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201 ).

### **Organizational Conflicts of Interest**

Gwinnett County agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the County must disclose to FTA, and each of its Contractors must disclose to the County: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

### **Veterans Preference**

As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Contractor agrees and assures that each of its subcontractors:(1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and (2) Will not require an employer to give a 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 a former employee.

### **Safe Operation of Motor Vehicles**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused

by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

**Certification**

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

Authorized Representative Name \_\_\_\_\_

Title\_\_\_\_\_ Date\_\_\_\_\_

Authorized Representative Signature \_\_\_\_\_

**(This form must be completed by the Contractor and Subcontractors)**

## **ATTACHMENT F: DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS**

This procurement is subject to the requirements of Title 49, Code of Federal Regulations (CFR) Part 26, Participation of Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The County's overall goal for participation by DBEs in its federally funded contracts is 6.71%. A separate contract goal for this procurement has been established at 0.15%. All bidders/offerors as applicable must demonstrate good faith efforts to secure DBE participation as a requirement for responsiveness. Additional contract requirements related to DBE are cited below.

### **Disadvantaged Business Enterprise (DBE) Participation**

It is the policy of the County to ensure that DBEs as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in FTA-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of FTA-assisted contracts in the Department's transit financial assistance programs;
2. To create a level playing field on which DBEs can compete fairly for FTA-assisted contracts;
3. To ensure that the Department's DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in FTA assisted contracts;
6. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities conducted by the County;
7. To assist the development of firms that can compete successfully in the marketplace outside the DBE Program; and
8. To provide appropriate flexibility to the County in establishing and providing opportunities for DBEs.

**Documentation:** The Bidder/Offeror shall establish and maintain records and submit regular reports, as applicable, which will identify and assess progress in achieving DBE subcontract levels and other DBE affirmative action efforts.

**Nondiscrimination Assurance:** The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT 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.

**Termination of DBE Subcontractor:** The Contractor shall not terminate the DBE subcontractor(s) listed in the **DBE Utilization Plan** (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 Section 8 below (Sanctions for Violations).

Additional information regarding the County's Disadvantaged Business Enterprise Program can be obtained from Phil Hoskins, DBE Coordinator at 770-822-7134 or Kirk Gagnard, Transit Manager, at 770-822-7400.

### Disadvantaged Business Enterprise Utilization Plan

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This form should be completed for each DBE firm participating in the project and submitted with the solicitation. If no DBE firms are participating, please attach evidence of good faith efforts of DBE participation.

The undersigned bidder/offeror has satisfied the requirements of the solicitation specifications in the following manner:

The bidder/offeror is committed to a minimum of \_\_\_\_% DBE utilization on this contract.

Name of bidder/offeror's firm: \_\_\_\_\_

By \_\_\_\_\_ (Signature) (Title)

#### LETTER OF INTENT

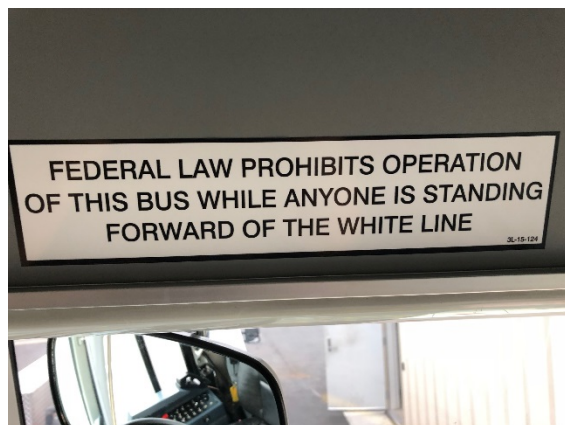
<b>Name of Bidder/Offeror's Firm:</b>
Address:
City: State: Zip:
<b>Name of DBE firm:</b>
NAICS Code:
Address:
City: State: Zip:
Telephone:

#### Description of Work to Be Performed By DBE Firm:


The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ \_\_\_\_\_.

<b>OFFICAL USE ONLY</b>
<b>Date:</b>
<b>Reviewed By (DBE Coordinator):</b>
<b>Good Faith Efforts Demonstrated:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No

# ATTACHMENT G: CUSTOM DECALS







# ATTACHMENT H: RFP SUBMISSION FORM

## SERVICE PROVIDER INFORMATION

Please include this page as part of the proposal document and NOT with the Fee Proposal

Service Provider has examined the proposal package, and following addenda:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

Termination for Cause: The County may terminate this agreement for cause upon ten days prior written notice to the service provider of the service provider's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

Termination for Convenience: The County may terminate this agreement for its convenience at any time upon 30 days written notice to the service provider. In the event of the County's termination of this agreement for convenience, the service provider will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the service provider, which shall itemize each element of performance.

In compliance with the attached specifications, the undersigned offers and agrees, if this quote is accepted by the Board of Commissioners within one hundred twenty (120) days of the date of proposal opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the fee schedule.

Certification of Non-Collusion in Proposal Preparation \_\_\_\_\_

Signature

Date

Legal Business Name \_\_\_\_\_

*(If your company is an LLC, you must identify all principals to include addresses and phone numbers in your submittal)*

Federal Tax ID \_\_\_\_\_

Address \_\_\_\_\_

Does your company currently have a location within Gwinnett County? Yes  No

Representative Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_ E-mail address \_\_\_\_\_

## **ATTACHMENT I: ALTERNATIVE APPROACHES & EXCEPTIONS**

This form is for any exceptions or alternative approaches an Offeror may want to take from the Scope of Work as defined. If the Offeror has no exceptions or alternative approaches please type in "none" in the lines below and submit this form with the required forms. If the Offeror has an exception or alternative approach they can detail it on this form, or type in "see attached" to included attachments for this requirement.

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## **Certification**

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

Authorized Representative Name \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Authorized Representative Signature \_\_\_\_\_

**ATTACHMENT J: INSURANCE**

## PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

(For projects more than \$5,000,000 but less than \$10,000,000)

*Any contracts over \$10,000,000 must be submitted to the Insurance Manager for insurance requirements.*

1. Statutory Workers' Compensation Insurance
  - (a) Employers Liability:
    - ✓ Bodily Injury by Accident - \$100,000 each accident
    - ✓ Bodily Injury by Disease - \$500,000 policy limit
    - ✓ Bodily Injury by Disease - \$100,000 each employee
  
2. Commercial General Liability Insurance
  - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage
  - (b) The following additional coverage must apply:
    - ✓ 1986 (or later) ISO Commercial General Liability Form
    - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
    - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
    - ✓ Blanket Contractual Liability
    - ✓ Broad Form Property Damage
    - ✓ Severability of Interest
    - ✓ Underground, explosion, and collapse coverage
    - ✓ Personal Injury (deleting both contractual and employee exclusions)
    - ✓ Incidental Medical Malpractice
    - ✓ Hostile Fire Pollution Wording
  
3. Auto Liability Insurance
  - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
  - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
  - (c) Additional Insured Endorsement
  - (d) Contractual Liability
  
4. Professional Liability Insurance - \$5,000,000 (project specific for the Gwinnett county project) limit of liability per claim/aggregate or a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
  - ✓ Insurance company must be authorized to do business in the State of Georgia.
  - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04 or some other form)

Coverage which meets or exceeds the minimum requirements shall be maintained, purchased annually, in full force and effect until three (3) years past completion of the entire construction phase unless such coverage becomes unavailable in the market on a commercially reasonable basis, in which case the ENGINEER shall notify the Insurance Manager. If the Director of the Department for which the ENGINEER is doing the work and the Insurance Manager both agree that such coverage is not commercially reasonably available (such agreement not to be unreasonable upheld, the ENGINEER may for the period such coverage is not commercially reasonably available, elect not to provide such coverage.

5. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability and Auto Liability policies.
  
6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.

7. Certificate Holder should read:  
Gwinnett County Board of Commissioners  
75 Langley Drive  
Lawrenceville, GA 30046-6935
8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-10 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-10 or better.
9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.  
\*See above note regarding Professional Liability
10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
11. The Contractor shall agree to provide complete certified copies of current insurance policy(ies) or a certified letter from the insurance company(ies) if requested by the County to verify the compliance with these insurance requirements.
12. All insurance coverage required to be provided by the Contractor will be primary over any insurance program carried by the County.
13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
15. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
17. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the County upon their request.
18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying

insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.

19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

**Surety Bonds (If Required)**

All of the surety requirements will stay the same except the Surety Company must have the same rating as item 8 above.

Rev 06/11

**ATTACHMENT K: E-VERIFY AFFIDAVIT and ETHICS AFFIDAVIT**

See next pages.



RP019-19 MCI Bus Overhaul on an Annual Contract

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**CONTRACTOR AFFIDAVIT AND AGREEMENT**

*(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL AND WILL BE REQUIRED PRIOR TO EVALUATION)*

By executing this affidavit, the undersigned contractor verifies its compliance with **The Illegal Reform Enhancements for 2013**, stating affirmatively that the individual, firm, or corporation which is contracting with the Gwinnett County Board of Commissioners has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act, in accordance with the applicability provisions and deadlines established therein.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services or the performance of labor pursuant to this contract with the Gwinnett County Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with **the Illegal Immigration Reform and Enforcement Act** on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Gwinnett County Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
E-Verify \* User Identification Number

\_\_\_\_\_  
Date Registered

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

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_

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

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

**For Gwinnett County Use Only:**

**Document ID #** \_\_\_\_\_

**Issue Date:** \_\_\_\_\_

**Initials:** \_\_\_\_\_

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).







CODE OF ETHICS AFFIDAVIT

*(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL AND WILL BE REQUIRED PRIOR TO EVALUATION)*

In accordance with Section 54-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of his/her knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

1. \_\_\_\_\_  
(Company Submitting Bid/Proposal)

2. (Please check  one box below)

No information to disclose *(complete only section 4 below)*

Disclosed information below *(complete section 3 & section 4 below)*

3. (if additional space is required, please attach list)

_____	_____
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name
_____	_____
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name

4.

BY: _____	Sworn to and subscribed before me this
Authorized Officer or Agent Signature	_____ day of _____, 20__
_____	_____
Printed Name of Authorized Officer or Agent	Notary Public
_____	
Title of Authorized Officer or Agent of Contractor	(seal)

Note: See Gwinnett County Code of Ethics Ordinance E02011, Sec. 54-33. The ordinance will be available to view in its' entirety at [www.gwinnettcounty.com](http://www.gwinnettcounty.com)



**GWINNETT COUNTY  
DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION  
GENERAL INSTRUCTIONS FOR PROPOSERS, TERMS AND CONDITIONS**

**I. PREPARATION OF PROPOSALS**

- A. Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the proposer's risk.
- B. Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.
- C. With the exception of solicitations for the sale of real property, individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative other than the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. The Purchasing Director will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Gwinnett County representative.
- D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful proposer(s) will be required to complete them prior to contract execution.
- E. Effective, July 1, 2013 and in accordance with the Georgia Illegal Reform and Enforcement Act, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

**II. DELIVERY**

- A. Each proposer should state time of proposed delivery of goods or services.

- B. Words such as "immediate," "as soon as possible," etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. **EXPLANATION TO PROPOSERS**

Any explanation desired by a proposer regarding the meaning or interpretation of the request for proposals, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all proposers before the close of the proposal. Any information given to a prospective proposer concerning a request for proposal will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers. The written proposal document supersedes any verbal or written communication between the parties. Receipt of addenda should be acknowledged in the proposal. **It is the proposer's responsibility to ensure that they have all applicable addenda prior to proposal submittal.** This may be accomplished via contact with the assigned Procurement Agent prior to proposal submittal.

IV. **SUBMISSION OF PROPOSALS**

- A. Proposals shall be enclosed in a sealed package, addressed to the Gwinnett County Purchasing Office with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the proposer's request and expense if testing does not destroy items.
- D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- E. Full identifications of each item proposed, including brand name, model, catalog number, etc. must be furnished to identify exactly what the proposer is offering. Manufacturer's literature may be furnished.
- F. The proposer must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.

- G. Unsigned proposals will not be considered except in cases where proposal is enclosed with other documents that have been signed. The County will determine this.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act.

**V. WITHDRAWAL OF PROPOSAL DUE TO ERRORS**

No proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

To withdraw a proposal after proposal opening, the supplier has up to forty-eight (48) hours to notify the Gwinnett County Purchasing Office of an obvious clerical error made in calculation of proposal. Withdrawal of bid bond for this reason must be done in writing. Suppliers who fail to request withdrawal of proposal by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid bond may not be withdrawn otherwise.

Proposal withdrawal is not automatically granted and will be allowed solely at Gwinnett County's discretion.

**VI. TESTING AND INSPECTION**

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item that fails to meet the specifications shall be borne by the proposer.

**VII. F.O.B. POINT**

Unless otherwise stated in the request for proposal and any resulting contract, or unless qualified by the proposer, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VIII. **PATENT INDEMNITY**

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

IX. **BID BONDS AND PAYMENT AND PERFORMANCE BONDS  
(IF REQUIRED, FORMS WILL BE PROVIDED IN THIS DOCUMENT)**

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any proposal as required in the proposal package or document. **Failure to submit a bid bond with the proper rating will result in the proposal being deemed non-responsive.** Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. **The bid bond, payment bond, and performance bond must have the proper an A.M. Best rating as stated in the proposal when required in the proposal package or document.**

X. **DISCOUNTS**

- A. Time payment discounts will be considered in arriving at net prices and in award of proposal. Offers of discounts for payment within ten (10) days following the end of the month are preferred.
- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the County check.

XI. **AWARD**

- A. Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received.

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- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.
- D. In the event scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. In the event that negotiations with the highest ranked firm are unsuccessful the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

**XII. DELIVERY FAILURES**

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

**XIII. COUNTY FURNISHED PROPERTY**

The County will furnish no material, labor or facilities unless so provided in the RFP.

**XIV. REJECTION OF PROPOSALS**

Failure to observe any of the instructions or conditions in this request for proposal shall constitute grounds for rejection of proposal.

**XV. CONTRACT**

Each proposal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the proposer and the County which shall bind the proposer on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted proposal. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a proposal containing a Gwinnett County "Sample Contract" as part of the

requirements, it is understood that the proposer has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via these documents. If any exceptions are taken to any part, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the "Sample Contract" in its entirety.

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, , by entering into such an arrangement or executing a contract that the consultant agrees to: (1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County (2) disclose to the County, any material transaction or relationship pursuant to §36-80-28, considered a conflict of interest, any involvement in litigation or other dispute, relationship or financial interest not disclosed in the ethics affidavit, when ethics affidavit is required or such that may be discovered during the pending contract or arrangement; and (3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County, to seek injunctive relief in addition to all other legal remedies. This requirement does not apply to confidential economic development activities pursuant to §50-18-72 or to any development authority for the purpose of promoting the development of trade, commerce, industry, and employment opportunities or for other purposes and, without limiting the generality of the foregoing, shall specifically include all authorities created pursuant to Title 36 Chapter 62; However, per provisions of subparagraph (e)(1)(B) of Code Section 36-62-5 reporting of potential conflicts of interest by development authority board members is required.

When the contractor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that Gwinnett County fails to pay the contractor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the contract, the County shall pay the contractor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61<sup>st</sup>) day following receipt of pay requests. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

**XVI. NON-COLLUSION**

Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud. Each proposer, if included in proposal documents, shall execute an affidavit of non-collusion. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

**XVII. DEFAULT**

The contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his proposal, unless extended in writing by the Purchasing Director, shall constitute contract default.

**XVIII. TERMINATION FOR CAUSE**

The County may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

**XIX. TERMINATION FOR CONVENIENCE**

The County may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the County's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

**XX. DISPUTES**

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

**XXI. SUBSTITUTIONS:**

Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

**XXII. INELIGIBLE PROPOSERS**

The County may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the County. Failure to respond three (3) consecutive times for any given commodity may result in removal from the list under that commodity.



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**XXIII. OCCUPATION TAX CERTIFICATE**

Each successful proposer shall provide evidence of a valid Gwinnett County occupation tax certificate if the proposer maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County and out of State proposers are required to provide evidence of a certificate to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution.

**XXIV. PURCHASING POLICY AND REVIEW COMMITTEE:**

The Purchasing Policy and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List) and other problems or requirements related to Purchasing. The Purchasing Policy and Review Committee have authority to place suppliers and contractors on the Ineligible Source List for reasons listed in the Gwinnett County Purchasing Ordinance.

**XXV. AMERICANS WITH DISABILITIES ACT:**

All contractors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to Susan Canon, Human Relations Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

**XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS:**

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

**XXVII. TAX LIABILITY:**

Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal

property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor. See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

**XXVIII. STATE LAW REGARDING WORKER VERIFICATION**

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) for the County, must satisfy the Illegal Immigration Reform and Enforcement Act, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract. This requirement shall apply to all contracts for all labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the contractor/or subcontractor is no longer in compliance with the Illegal Immigration Reform and Enforcement Act.

**XXIX. SOLID WASTE ORDINANCE**

No individual, partnership, corporation or other entity shall engage in solid waste handling except in such a manner as to conform to and comply with the current Gwinnett County Solid Waste Ordinance and all other applicable local, state and federal legislation, rules, regulation and orders.

**XXX. GENERAL CONTRACTORS LICENSE**

Effective July 1, 2008: All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17).

**XXXI. INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense,

indemnify, defend, satisfy all judgments, and hold harmless the County, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by the negligent acts, errors or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, the engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

**XXXII.**

**CODE OF ETHICS:**

"Proposer/Bidder" shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. The "Proposer/Bidder" shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the bid or proposal process shall render the bid or proposal non-responsive.

The act of submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Any business entity holding a contract with Gwinnett County that subsequent to execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Note: See Gwinnett County Code of Ethics Ordinance E02011, Sec. 60-33. The ordinance will be available to view in its entirety at [www.gwinnettcountry.com](http://www.gwinnettcountry.com)

**XXXIII.**

**PENDING LITIGATION:**

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A proposal submitted by an individual, firm or business who has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

**XXXIV. ELECTRONIC PAYMENT**

Vendors accepting procurements should select one of Gwinnett County's electronic payment options.

- A. A vendor may select ePayables payment process which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to: [vendorelectronicpayment@gwinnettcountry.com](mailto:vendorelectronicpayment@gwinnettcountry.com) and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.
- B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online [Vendor Login and Registration](#) on the County's web site and update the requested information on the Direct Deposit tab or mail a [Direct Deposit Authorization Agreement](#) form.

The County will send a Payment Advice notification via email for both payment types.

For more information about Electronic Payments, please go to the Treasury Division page on the County's Web Site or click here -> [Gwinnett County Electronic Payments](#).

**DIRECTIONS TO GJAC BUILDING FROM I-85**

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and cross at the 4-way stop sign. The main public parking lot is on the left or behind the building, Click [Here](#), for additional information about parking. The Purchasing Division is located in the Administrative Wing.

**ONE TIME  
SERVICE PROVIDER CONTRACT  
MCI BUS OVERHAUL**

This **CONTRACT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Gwinnett County, Georgia (Party of the First Part, hereinafter called the "County"), and, \_\_\_\_\_ (Party of the Second Part, hereinafter called the "Service Provider").

**NOW THEREFORE**, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

**1. TERM:**

This contract shall commence

**2. ATTACHMENTS:**

This Contract shall consist of the Service Provider's bid/proposal and all Invitations to Bid/Proposals including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, Detailed Specifications, addenda, and change orders issued after execution of the Contract (hereinafter collectively referred to as the "Bid"), which are specifically incorporated herein by reference (Exhibit A). In the event of a conflict between the County's contract documents and the Service Provider's bid/proposal, the County's contract documents shall control.

**3. PERFORMANCE:**

Service Provider agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Bid.

**4. PRICE:**

As full compensation for the performance of this Contract, the County shall pay the Service Provider for the actual quantity of work performed, which shall in no event exceed \$ \_\_\_\_\_. The fees for the work to be performed under this Contract shall be charged to the County in accordance with the rate schedule referenced in the Bid Proposal (Exhibit A). The County agrees to pay the Service Provider following receipt by the County of a detailed invoice, reflecting the actual work performed by the Service Provider.

**5. INDEMNIFICATION AND HOLD HARMLESS:**

Service Provider agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent acts, errors, or omissions of the Service Provider. Service Provider's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

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Service Provider further agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Service Provider.

**6. TERMINATION FOR CAUSE:**

The County may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the County's rights or remedies provided by law.

**7. TERMINATION FOR CONVENIENCE:**

The County may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the County's termination of this Contract for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

**8. CONTRACT NOT TO DISCRIMINATE:**

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability, which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice provider, providing that the foregoing provisions shall not apply to contracts or subservice providers for standard commercial supplies of raw materials.

**9. ASSIGNMENT:**

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the County in writing.

**10. WAIVER:**

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

**11. SEVERABILITY:**

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

**12. GOVERNING LAW:**

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Gwinnett County, Georgia.

**GWINNETT COUNTY, GEORGIA**

**RP019-19**

**13. MERGER CLAUSE:**

The parties agree that the terms of this Contract include the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

[Signatures Next Page]

**GWINNETT COUNTY, GEORGIA**

**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

**GWINNETT COUNTY, GEORGIA**

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

Charlotte J. Nash, Chairman  
Gwinnett County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Signature

Diane Kemp, County Clerk  
Board of Commissioners

APPROVED AS TO FORM:

\_\_\_\_\_  
Signature  
Gwinnett County Staff Attorney

SERVICE PROVIDER: \_\_\_\_\_

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Corporate Secretary  
(Seal)