



COBB COUNTY PURCHASING DEPARTMENT

1772 County Services Parkway
Marietta, Georgia 30008-4012
(770) 528-8400 /FAX (770) 528-1154
Email: purchasing@cobbcounty.org
www.purchasing.cobbcountyga.gov

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

ALL bids **MUST** be received at the Cobb County Purchasing Department.

BIDS MUST BE RECEIVED BEFORE 12:00 (NOON) ON BID OPENING DAY

Any bid received later than 12:00 (noon) will not be accepted. The County accepts no responsibility for delays in the mail. Bids are to be mailed or delivered to:

COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008-4012

**All bid prices shall be submitted on the Bid Form included in the bid/proposal.
Any revisions made on the outside of the envelope WILL NOT be considered.**

PLEASE CHECK bid specifications and advertisement for document requirements.

Documents/Forms listed below **MUST** be submitted when required.

Omission of these documents /forms will cause your bid/proposal to be declared **NON-RESPONSIVE**.

- **BID SUBMITTAL FORM**
 - ▶ *Official Signature is required on this form guaranteeing the quotation.*
- **CONTRACTOR AFFIDAVIT and AGREEMENT - Exhibit A - (Required)**
 - ▶ *Affidavit **MUST** be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, bid will be determined non-responsive and will be disqualified.*
- **BID BOND - (Not Required)**

If your firm is classified as a Disadvantaged Business Enterprise (DBE) please complete Exhibit B with bid response. A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business.

All vendors are required to submit the ORIGINAL AND AT LEAST one (1) duplicated copy of any bid submitted to Cobb County. Please refer to your bid specifications to determine if more than one (1) copy is required. Non-submission of a duplicate copy may disqualify your bid/proposal.

A “**SEALED BID LABEL**” has been enclosed to affix to your bid. This label **MUST** be affixed to the outside of the envelope or package, **even if it is a “NO BID” response**. Failure to attach the label may result in your bid being opened in error or not routed to the proper location for consideration. No bid will be accepted after the date and time specified.

Thank you in advance for your cooperation.

ADVERTISEMENT FOR REQUEST FOR PROPOSAL
COBB COUNTY PURCHASING DEPARTMENT

BID OPENING DATE: SEPTEMBER 22, 2011

Cobb County will receive Sealed Bids before 12:00 NOON, September 22, 2011 in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for:

**SEALED BID # 11 – 5594
BUS AND SUPPORT VEHICLE MAINTENANCE INSPECTION
COBB COUNTY COMMUNITY TRANSIT**

**PRE-PROPOSAL MEETING: SEPTEMBER 7, 2011 @ 10:00 A.M.
COBB COMMUNITY TRANSIT
463 COMMERCE PARK DRIVE
SUITE 114
MARIETTA, GEORGIA 30060**

No bids will be accepted after the 12:00 noon deadline.

Proposals are opened at 2:00 p.m. at Cobb County Purchasing Department, 1772 County Services Parkway, 2nd Floor, Bid/Meeting Room, Marietta, GA 30008.

No proposal may be withdrawn for a period of ninety (90) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all proposals, to waive informalities and technicalities, to reject portions of the proposals, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

The Georgia Security and Immigration Compliance Act Affidavit form must be submitted with all bid packages involving the “performance of physical services” in order to be considered.

This solicitation and any addenda are available for download in PDF format on the Cobb County Purchasing website. www.purchasing.cobbcountyga.gov

Advertise: August 26, 2011
September 2, 9, 16, 2011



BID SUBMITTAL FORM

SUBMIT BID/PROPOSAL TO:
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008-4012

BID/PROJECT NUMBER: 11-5594
REQUEST FOR PROPOSAL
BUS AND SUPPORT VEHICLE MAINTENANCE INSPECTION
COBB COUNTY COMMUNITY TRANSIT

DELIVERY DEADLINE: SEPTEMBER 22, 2011 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

BID OPENING DATE: SEPTEMBER 22, 2011 @ 2:00 P.M. IN THE PURCHASING DEPARTMENT BID ROOM.

BUSINESS NAME AND ADDRESS INFORMATION:

Company name: _____

Contact name: _____

Company address: _____

E-mail address: _____

Phone number: _____ **Fax number:** _____

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

(PLEASE PRINT/TYPE) NAME TITLE

SIGNATURE OF OFFICER ABOVE: _____
(SIGNATURE)

TELEPHONE: _____ FAX: _____

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: _____

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE: _____

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number 11-5594; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178)**, by the undersigned bidder. This offer shall remain open for acceptance for a period of 90 days calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

NOTICE TO BIDDERS - - BID QUOTES MUST INCLUDE INSIDE DELIVERY CHARGES

Advertise Dates: AUGUST 26, 2011
SEPTEMBER 2, 9, 16, 2011

SEALED BID LABEL

SEALED BID ENCLOSED

DELIVER TO:
COBB COUNTY PURCHASING
1772 County Services Parkway
Marietta, GA 30008-4012

SEALED BID # 11-5594 DATE: September 22, 2011

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

**DESCRIPTION: Request for Proposal
Bus and Support Vehicle Maintenance Inspection**

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE



Cobb County...Expect the Best!

"STATEMENT OF NO BID"

COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008

TO ALL PROSPECTIVE BIDDERS:

Because of the many requests to be placed on our vendors' list, we are continuously updating the list. While we want to include all bona fide vendors, we do not want to mail bids to those vendors who may no longer be interested in participating in our bidding process.

If you do not choose to respond to the attached Invitation to Bid/Request for Proposal, please fill out the form below indicating whether or not you want to be retained on our current vendor list.

Vendors who do not respond in any way (by either submitting a bid or by returning this form) over a period of one year may be removed from the current vendor list.

Vendors who do not wish to bid often return the entire bid package, sometimes at considerable postage expense. Returning the entire bid package is not necessary. Simply return this form.

Thank you for your cooperation.
Cobb County Purchasing Department

**"STATEMENT OF NO BID"
SEALED BID NUMBER 11-5594
REQUEST FOR PROPOSAL
BUS AND SUPPORT VEHICLE MAINTENANCE INSPECTION**

If you do not wish to respond to the attached Invitation to Bid/Request for Proposal, please complete this form and mail/fax to: **Cobb County Purchasing Department, Attention: Sealed Bid Department, 1772 County Services Parkway, Marietta, GA. Fax # 770-528-1154**

I do not wish to submit a bid/proposal on this solicitation.

I wish to be retained on the vendor list for this commodity or service: Yes _____ No _____

Please PRINT the following:

Company

Representative

You are invited to list reasons for your decision not to bid: _____



Cobb County...Expect the Best!

REQUEST FOR PROPOSAL

**SEALED BID # 11-5594
BUS AND SUPPORT VEHICLE MAINTENANCE INSPECTION
COBB COUNTY COMMUNITY TRANSIT**

BID OPENING DATE: SEPTEMBER 22, 2011

PRE-PROPOSAL CONFERENCE: SEPTEMBER 7, 2011 @ 10:00 A.M. (E.S.T.)

COBB COUNTY COMMUNITY TRANSIT
463 COMMERCE PARK DRIVE
SUITE 114
MARIETTA, GEORGIA 30060

BIDS ARE RECEIVED IN THE
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008
BEFORE 12:00 (NOON) BY THE BID OPENING DATE

BIDS WILL BE OPENED IN THE COBB COUNTY PURCHASING DEPARTMENT
BID/MEETING ROOM AT 2:00 P.M.

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 5 COPY OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

N.I.G.P. COMMODITY CODE: 92892

NAME: _____

ADDRESS: _____

REPRESENTATIVE: _____

PHONE: _____ FAX: _____

E-MAIL _____

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.

**Request for Proposals
Bus and Support Vehicle Maintenance Inspection
Cobb Community Transit (CCT)
Sealed Bid #11-5594**

1. INTRODUCTION

Cobb County Transit Division is soliciting cost proposals from qualified sources for a systematic inspection of all buses used in the operation of fixed route and paratransit services. The purpose of the inspection is to determine the condition of all buses in the fleet prior to completion of the existing operations and maintenance contract.

The fleet consists of fifteen (15) 2002 40-foot CNG Nova coaches, twenty (20) 2004 40-foot New Flyer coaches, nine (9) 2005 40-foot New Flyer coaches, six (6) 2008 40-foot New Flyer coaches, six (6) 2010 New Flyer coaches, eleven (11) 2003 MCI 45-foot coaches (GRTA), fifteen (15) 2006 MCI 45-foot coaches (GRTA), nineteen (19) 2006 MCI 45-foot coaches, twenty four (24) 2008 25-foot Goshen Vans, and six (6) 2009 25-foot Goshen Vans; one (1) 1997 Ford Club Wagon (CNG), one (1) 1998 GMC 3500 Diesel Truck, one (1) 1998 Ford F-250 CNG Pick Up Truck, one(1) 2003 International 4200 Diesel Truck, one (1) 2002 Ford Crown Vic, and six (6) 2006 Uplander/Entervan

The product of the inspection is a comprehensive report on the condition of each bus with an itemized list of all maintenance deficiencies, recommended corrective action, and an estimate of the associated repair cost. The specific work scope for this project is outlined in Section 4.

Also required, as part of this project is completion of a second inspection approximately two (2) weeks prior to the termination of the operations and maintenance contract to verify repairs completed and identify any remaining deficiencies, the corrective action required and associated repair cost.

Each proposal received by the established deadline will be evaluated in accordance with the Evaluation Criteria specified in Section 2.3. The Cobb County Board of Commissioners will award a contract to the proposer, which the County deems, in its sole discretion, to be most qualified.

2. SOLICITATION INSTRUCTIONS

2.1 Information Requirements

In order to be considered for this project Proposer's must submit the following information:

A. Proposal Transmittal Letter (Complete and submit Attachment 11)

Proposals must be accompanied by Transmittal Letter and signed by a duly authorized officer(s) of the firm.

B. Information on Proposer

- Name
- Address
- Phone and Fax Numbers
- Names of individuals who will be performing the work
- Qualifications/Experience of individuals performing the work
- Examples of projects the firm has completed of similar scope to this project
- Name and phone numbers of contacts at the above projects who supervised the work
- Name of the firm conducting the fluid analysis

C. Cost Proposal (Attachment 14)

Proposer shall provide a firm Fixed Cost Proposal for performing the services outlined in this procurement.

Proposers are also requested to provide an hourly rate for additional services related to provision of additional information, if required by the County.

D. Required Certifications

This project is funded in part with Federal Transit Administration funds. (See Required Federal Attachment.)

2.2 Proposal Submission

Sealed Proposals must be submitted to COBB COUNTY at the following address:

**Cobb County Purchasing Department
1772 County Services Parkway
Marietta, Georgia 30008-4014**

Proposers shall submit one original and five (5) copies of their complete Proposal in one sealed envelope. The envelope must be labeled "Cobb Community Transit Bus and Support Vehicle Maintenance Inspection Sealed Bid No. 11-5594 and show the name and address of the firm proposing.

Proposals must be received before 12:00 noon EST on September 22, 2011. Proposals delivered after the appointed time and date will not be considered.

A Pre-Proposal Meeting will be held at 10:00 AM on September 7, 2011 at Cobb Community Transit, 463 Commerce Park Drive, Suite 114, Marietta, GA. 30060

2.3 Evaluation Criteria

Proposals will be evaluated against the following criteria:

- Qualifications/Experience – 50%
 - Proposer’s experience in performing services of similar scope and complexity
 - References
- Cost – 50%
 - Reasonableness of proposed rates

2.4 Proposal Effective Period

Each Proposal shall remain open for a period of ninety (90) days beginning with the date that Proposals are opened.

3. ADDITIONAL INFORMATION REGARDING SOLICITATION

3.1 Questions

All questions and requests by proposers concerning this solicitation shall be in writing and directed to:

Cobb County Purchasing Department
1772 County Services Parkway
Marietta, Georgia 30008-4014
FAX: 770-528-1154
Email: purchasing@cobbcounty.org

All questions and information requests must be received **by 5:00 pm on September 13, 2011**. Responses to all questions will be answered in the form of an addendum.

Proposers are cautioned however, that no prior, current, or post-award conversations, representation or agreement(s) with any officer, agent, or employee of the COUNTY shall affect or modify any terms or obligations of the RFP or any CONTRACT resulting from this procurement.

3.2 Revisions to RFP

The COUNTY will issue an Addendum to the RFP if it becomes necessary to revise any part of the RFP or if additional information is necessary to enable proposers to make any adequate interpretation of the provisions of this RFP. All Addenda will be provided to each plan holder of record and will be available on the Cobb County

Purchasing website: purchasing.cobbcountyga.gov. All addenda shall be acknowledged by date and number in the proposer's Proposal.

3.3 Reserved Rights

The COUNTY reserves the right to reject any or all Proposals and to waive what it considers informalities and minor irregularities in Proposals received. The COUNTY reserves the right to accept a Proposal other than the lowest cost Proposal.

3.4 Pre-Contractual Expenses

Upon receipt of a Proposal by COBB COUNTY, the Proposal shall be the property of the COUNTY, without compensation to the proposer, for disposition or usage by the COUNTY at its discretion. Expenses incurred by proposers in:

- Preparing the Proposal in response to this RFP and submitting the Proposal
- Negotiating with the COUNTY on any matter related to the Proposal, and
- Any other expense incurred by the proposer prior to the date of CONTRACT award shall not be the liability of the COUNTY. The COUNTY and the Board of Commissioners shall be held harmless from any liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization in responding to this RFP.

3.5 Contents of Contract

The CONTRACT resulting from this Request for Proposal will consist of the following:

Request for Proposal Scope of Work, Contract Provisions described in Section 5, the Contractor's Proposal, and modifications mutually agreed upon by the COUNTY and the CONTRACTOR between the CONTRACT award and execution of the CONTRACT.

3.6 Protests

Protests related to this solicitation will be accepted from prospective proposers whose direct economic interest would be affected by the award of a Contract or the failure to award a Contract.

This project is to be funded in part by the Federal Transit Administration (FTA). FTA review of protests is limited to a grantee failing to have protest procedures, violating such procedures, or failing to review a complaint or protest.

4. SCOPE OF WORK

4.1 Systems to be Inspected

The inspections will examine the exterior, interior, electrical systems, engine, transmission, air system, brake system, climate control system, and structural systems.

Tasks

The following contains a detailed summary of the technical work activities that are to be performed as part of this project:

Task 1: Condition Inspection

- Develop a comprehensive inspection checklist form that is suitable for each make, model and type of bus in the fleet. The checklist shall group items to be inspected by system, function and location. Accompanying the checklist will be a bus body diagram, which will be used to identify the location of the bus damage.
- Coordinate with Cobb County Transit Division and their operating maintenance contractor to schedule a 100 percent (100%) bus fleet inspection. The inspections shall be scheduled to minimize disruption of normal bus operations and maintenance activities and maximize efficiency of inspections.
- Conduct a thorough inspection of the bus fleet in accordance with the inspection checklist. Fluid samples shall be drawn from the engine crankcase, transmission and drive axle for chemical analysis. A short road test shall be performed to assess bus and brake performance, and to identify any unusual conditions. The CONTRACTOR shall immediately notify the Transit Division Manager and or Transit Operations Specialist of any major mechanical and/or safety defects that warrant immediate removal of the bus from service.
- Conduct an informal oral debriefing to the Transit Division Manager and or Transit Operations Specialist at the conclusion of the inspection process. The debriefing shall include a broad overview of the CONTRACTOR'S assessment of the fleet condition and highlight any major areas of concern.
- Prepare a summary report that includes the following:
 - Copy of each checklist used during the inspection indicating which items passed and which failed inspection.
 - Accompanying the checklist will be a bus body diagram, which will be used to identify the location of body damage.

- For all items that failed the inspection, list the corrective action and associated repair cost estimate, including a breakdown of parts, man-hours, labor rates and total repair cost.
- Evaluation of oil analysis reports with “unusual” findings is to be provided after the inspection.

Task 2: Turnover Inspection

The CONTRACTOR shall inspect all fixed route and Paratransit buses approximately two (2) weeks before the contractor turnover date to verify repairs completed by the operating/maintenance contractor and identify any remaining deficiencies. The following technical work activities shall be performed to accomplish this task:

- Conduct an inspection of the bus fleet in accordance with the inspection checklist developed in Task 1. Items failing the Task 1 inspection shall be re-inspected to verify corrective status.
- For all items that failed the inspection, list a breakdown of parts, person-hours, labor rates, and total repair cost for identified defects.

Scheduling and inspection procedures shall be similar to the Task 1 inspection. Representatives of the Transit Division, the current, and the incoming operations/maintenance contractor (if different) may monitor the inspections, on a non-interfering basis, to assure that they have full understanding of the fleet condition.

Task 3: Additional Services

CONTRACTOR may be required to provide additional technical information related to the inspections and findings for potential negotiations for operating/maintenance contractor regarding deficiencies and repairs. The specific requirements for this service will be determined later.

4.2 Monitoring

Representatives of the Transit Division’s County employee(s) and operating/maintenance contractor may monitor inspections, on a non-interfering basis, to assure that they have full understanding of the work performed.

4.3 Work Location

The work will be performed at CCT’s maintenance facility – 463 Commerce Park Drive. Two (2) portable lifts and two (2) parallelogram lifts are available for the work. The inspection contractor will have to coordinate with CCT’s maintenance contractor regarding timing for use of bays and lifts. Generally, the lifts will be available in the early morning or late evenings on weekdays, most of Saturday, and all day Sunday. Inspections cannot interfere with regularly scheduled bus maintenance.

4.4 Equipment Requirements

The inspection firm will provide all tools and supplies required to perform the inspection.

4.5 Timing of Work

All work on the initial inspection including submission of the complete written report containing individual bus inspections is to be completed no later than 45 days after the contractor receives the Notice to Proceed.

The second inspection including submission of the complete written report must be completed two weeks prior to the date of the contract turnover.

5. CONTRACT PROVISIONS

5.1 Definitions

The following terms used in this CONTRACT will have the meaning set forth below:

- The term “COBB” or the “COUNTY” means Cobb County, Georgia, (which acts through its Board of Commissioners).
- The term “BOARD OF COMMISSIONERS” means the governing body of Cobb County, Georgia.
- The term “SERVICES” means CCT Bus Inspections as described in this RFP and workmanship and material furnished or used in performing the services.
- The term “PROPOSER” means any firm or entity responding to this Request for Proposals.
- The term “PROPOSAL” means the qualification, services, support and prices offered by the PROPOSER.
- The term “SUCCESSFUL PROPOSER” means the firm or entity to be selected to provide bus inspections services to COBB COUNTY.
- The term “CONTRACT” means the agreement that COBB COUNTY will have with the successful PROPOSER for the provision of the bus inspections to COBB COUNTY.
- The term “CONTRACTOR” means the firm or entity awarded the CONTRACT for providing bus inspections for COBB COUNTY.

5.2 Complete Contract

This CONTRACT and the attachments and documents incorporated herein constitute the complete and exclusive statement of the terms of the agreement between the COUNTY and the CONTRACTOR and it supersedes all prior representations, understanding and communications. The invalidity in whole or in part of any provision of this CONTRACT shall not affect the validity of other provisions. COUNTY'S failure to insist in one or more instances upon the performance of any term or terms of this CONTRACT shall not be construed as a waiver or relinquishment of COUNTY'S right to such performance by CONTRACTOR.

5.3 Independent Contractor Status

The CONTRACTOR'S relationship to COUNTY in the performance of this CONTRACT is that of an independent contractor. The CONTRACTOR'S personnel will at all times be under the CONTRACTOR'S exclusive direction and control and will be employees or agents of the CONTRACTOR and not of COUNTY or COUNTY'S agents. The CONTRACTOR will pay and be solely responsible for all wages, salaries, and other amounts due its personnel in connection with work performed under the CONTRACT and will be responsible for all reports and obligations respecting them including, but not limited to, social security, income tax withholding, unemployment compensation, Worker's Compensation and similar matters.

No provisions of this CONTRACT shall be for the benefit of any party other than the COUNTY and the CONTRACTOR.

5.4 Subcontracting

Neither this CONTRACT nor any interest herein nor any claims hereunder may be assigned or subcontracted by the CONTRACTOR without the prior written consent of the COUNTY, and any attempt to do so will constitute a breach of this CONTRACT.

5.5 Contract Duration

This CONTRACT shall commence from the date of execution of CONTRACT by the Chairman of the Cobb County Board of Commissioner and continue until all the tasks associated with this contract are completed.

5.6 Payment To The Contractor

COUNTY shall make payments to the CONTRACTOR within a reasonable time after receipt of invoices and required reports. Invoices will be submitted after the completion of each task and will be based on service performed for each task.

Payments shall be based on the following rates:

- Task 1 - Condition Inspection
- Task 2 - Turnover Inspection
- Task 3 - Additional Service

The Scope of Work and amount of time to be charged for the additional services will be approved by the COUNTY in writing in advance.

The rates specified hereinabove shall compensate CONTRACTOR for all cost elements detailed in the Scope of Work. .

5.7 Termination Of The Contract

The COUNTY may terminate the CONTRACT upon ten (10) days written notice to CONTRACTOR whenever the CONTRACTOR is deemed to be in default or fails to fulfill in a timely and proper manner of the CONTRACT obligations, or is in violation of any provision or covenants of the CONTRACT.

5.8 Contract Time

All time limits stated in the Contract Documents will be of the essence of the CONTRACT. The CONTRACTOR shall promptly start the work after the date of the Notice to Proceed, and shall prosecute the work so that the work as a whole shall be complete within the time specified. The CONTRACT time may be changed only with a Change Order.

5.9 Force Majure

Any delay or failure of performance by either party shall not constitute a default of give rise to any claims for damages if and to the extent the failure is primarily caused by any act, event or condition reasonably beyond that party's control and adversely affecting its ability to perform its obligations including but not limited to:

- Acts of God, lightening, earthquake, fire, epidemic, landslide, drought, hurricane, tornado, storm, explosion, failure of utilities, flood, nuclear radiation, or any other act by third parties that interferes with operations.
- Condemnation or other taking by any government body, change in any applicable law, rule, regulation, ordinance, or permit condition not in effect as of the date hereof.

- Any order, judgment, action or determination of any federal or state court, administrative agency or government body.

5.10 Notice Requirement

All notices and correspondences required under this CONTRACT shall be in writing and shall be delivered personally, prepaid registered or certified mail, return receipt requested or overnight receipted delivery service.

All notices and correspondences to the COUNTY shall be addressed as follows:

Cobb County Purchasing Department
Attention: Mark Kohntopp, Interim Director of Purchasing
1772 County Services Parkway
Marietta, Georgia 30008-4014
FAX: 770-528-1154

All notices and correspondences to the CONTRACTOR shall be addressed as indicated in the PROPOSAL or as thereafter designated in writing.

5.11 Indemnification

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless COBB COUNTY, its Board of Commissioners, in both their official and individual capacities, COUNTY'S employees, consultants, agents, servants, successors, heirs, executors and administrators, from and against any and all claims or future claims, actions, causes of actions, demands, obligations, whatsoever arising out of or relating to any and all claims, suits, liens, demands, obligations, actions, procedures or causes of action of every kind and character caused in whole or in part by negligent acts or omissions of the CONTRACTOR, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts arise directly or indirectly out of the performance of the CONTRACT.

5.12 Laws Governing And Venue Of Actions

The CONTRACT shall be governed by, and construed in accordance with, the laws of the State of Georgia. The courts of Georgia, allocated in Cobb County, Georgia, and, as applicable, the United States District Court for the Northern District of Georgia shall have exclusive jurisdiction to hear any claim between the CONTRACTOR and the COUNTY in connection with the CONTRACT and CONTRACTOR submits to the jurisdiction and venue of such courts.

5.13 Tax Exempt

The COUNTY and its agencies are exempt under present law from state and local sales taxes in the State of Georgia. All transactions under the CONTRACT shall be deemed to have been accomplished within the State of Georgia.

5.14 Compliance With Law

The CONTRACTOR shall comply with all applicable federal, state and local laws and regulations relating directly or indirectly to providing bus inspection services. All buses and other equipment shall be maintained and operated at all times in compliance with all applicable rules, regulations and codes governing the operation of vehicles of public conveyance of the COUNTY and its municipalities, and those of the State of Georgia and the United States.

The COUNTY shall comply with all federal and state laws and regulation applicable to the COUNTY and related directly or indirectly to providing bus inspection services.

5.15 Insurance

INSURANCE REQUIREMENTS:

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

A. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily injury, personal injury and property damage for premises/operations, products/completed operations, contractual liability, independent contractors, broad-from property damage, and underground, explosion and collapse hazard.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage including all owned, hired, and non-owned.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor code of the State of Georgia and Employers Liability of \$100,000 per accident.
4. Umbrella Liability: \$5,000,000 combined single limits per occurrence.
5. Builders Risk Insurance, if applicable: All Risk coverage on any buildings, structure of work and material in an amount equal to 100 per cent of the value of the contract.

Coverage is to cover Cobb County interest and Cobb County shall be named as Loss Payee.

B. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insurance retentions must be declared to and approved by the Owner. At the option of the Owner, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses related to investigations, claim administration and defense expenses.

C. OTHER INSURANCE PROVISIONS

1. General Liability, Automobile Liability, and Umbrella Liability Coverages.

The Owner and its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and its officers, officials, employees and volunteers.

The Contractor is responsible for insuring its own property and equipment.

2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Owner and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for the Owner.

3. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be changed, cancelled, suspended, terminated or non-renewed except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to Cobb County of said change of coverage, cancellation, suspension, termination / or non-renewal.

D. ACCEPTABILITY.

Insurance is to be placed with insurers with a Best's rating of no less than A: VII, or otherwise acceptable to the Owner.

E. VERIFICATION OF COVERAGE.

Contractor shall furnish the Owner with certificates of insurance and with original endorsements effecting coverage required by this clause. These certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Owner before any work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS

Subcontractor means one not in the employment of the Contractor who is performing all or part of the services under this Agreement under a separate contract with the Contractor.

Contractor shall include all subcontractors as an additional insured under its insurance or shall ensure that subcontractors have met the insurance requirements of this agreement. Owner may request evidence of subcontractor's insurance.

Contractor is responsible for having all subcontractors comply with all terms and conditions of the Invitation to Bid.

G. WAIVER OF SUBROGATION

Vendor shall require all insurance policies in any way related to the work and secured and maintained by Vendor to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against Customer. Vendor shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

5.16 Confidentiality

Any and all reports, information or data of whatever nature provided to, or prepared, generated or assembled by the CONTRACTOR in connection with the performance of the CONTRACT shall not be made available to any individual or organization outside the CONTRACTOR without the prior written approval of the COUNTY, unless such is required by a court process. CONTRACTOR shall promptly notify the COUNTY of any request for such information in a court proceeding.

5.17 Records And Data

CONTRACTOR will place at the disposal of the COUNTY all available information pertinent to this CONTRACT upon which CONTRACTOR can rely, including previous reports and any other data relative to the inspections of the buses. This information needs to be retained for at least three (3) years following the date of final payment.

5.18 Severability Of Provisions

Any provision of the CONTRACT which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or

the remaining provisions of the CONTRACT, or affecting the validity or enforceability of such provisions in any other jurisdiction.

5.19 Access

COUNTY will provide access to and make provisions for the CONTRACTOR to enter upon public and private lands as required for the CONTRACTOR to perform its work under this CONTRACT.

REQUIRED CERTIFICATIONS/ATTACHMENTS

The following certificates/attachments must show that they have been acknowledged (completely filled out, signed, stated N/A with reasons) and returned with bid. Any forms not returned will cause bid to be nonresponsive, and will not be considered.

ATTACHMENT 1

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM 49 CFR PART 26

The following bid conditions apply to this United States Department of Transportation assisted contract. Submission of a proposal by a prospective Contractor shall constitute full acceptance of these bid conditions.

REQUIRED CONTRACT CLAUSES (49 CFR 26.13) UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES

The Cobb Community Transit will ensure that the following clauses are included in each DOT assisted contract and subcontract:

I. Policy - It is the policy of the Cobb Community Transit that Disadvantaged Business Enterprises shall have the maximum practicable opportunity to participate in the performance of contracts. Consequently, the DBE requirements of 49 CFR Part 26, do apply to this agreement. Bidders shall use sufficient and reasonably good faith efforts to carry out this policy in the award of their subcontracts to the fullest extent, consistent with the efficient performance of this contract.

II. DBE Obligation - The contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, Subpart D, have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, all contractors shall take necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex.

III. Compliance - All bidders, potential contractors, or sub-contractors for this contract are hereby notified that failure to carry out the policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in non-selection; termination of the contract; or such other remedy as deemed appropriate by Cobb Community Transit. Agreements between a bidder/proposer and a DBE, in which the DBE promises not to provide sub-contracting quotations to other BIDDERS/PROPOSERS, are prohibited.

IV. Sub-contract Clauses - All bidders and potential contractors hereby assure that they will include the above clauses in all sub-contracts which offer further sub-contracting opportunities.

V. Additional Terms And Conditions

(A) DBE Goal:

An Overall Annual Goal has been established at 17% in which any DBE participation on this contract will count toward meeting that goal.

All bidders and proposers hereby assure that they will make sufficient reasonable good faith efforts to meet the above stated goals. Moreover such bidders or proposers hereby assure that they will meet the DBE participation percentages submitted in their respective bids or proposals.

BIDDERS/PROPOSERS, also agree to provide any additional information requested by Cobb Community Transit to substantiate DBE participation, including but not limited to, the written subcontract agreement between prime bidder and each subcontractor for the work relative to this project.

(B) DBE Substitutions:

All bidders and proposers shall make a good faith effort to replace a DBE sub-contractor who is unable to perform successfully, with another DBE sub-contractor. The Cobb Community Transit Division Manager or Disadvantaged Business Enterprise Liaison Officer must approve all substitutions. There shall be no substitutions or additions during the time period between the bid opening date and the bid award date.

Bidders or proposers may not make substitutions of DBE subcontractors after bid award on the grounds that they have solicited a response from another contractor whose price is more reasonable than the DBE submitted at bid opening.

(C) Contract Award Criteria:

The award selection procedure for this solicitation will ensure that prime contracts are awarded only to competitors who make a good faith effort to meet the established Disadvantaged Business Enterprise (DBE) goal.

1. Subject to other applicable provisions herein, bids or proposals will be considered incomplete, and ineligible to receive a contract award unless the following forms (copies are a part of the bid documents) are completed and submitted with the bid:

(a) DBE Form 1 – Schedule of DBE Participation Form

(b) DBE Form 2 – DBE Contractor Affidavit Identification

(c) DBE Form 3 – Letter of Intent to perform as a Disadvantaged Business Enterprise Subcontractor. One form for each DBE subcontractor listed on DBE Form 1 must be completely filled out and executed by the proposed subcontractor. Failure to submit this with the bid may preclude the bidder from award. Forms are supplied with the contract documents.

(d) DBE Form 4- DBE Unavailability Certification must be submitted with the bid proposal, if the DBE goal is not met.

2. Cobb Community Transit will count toward the established DBE project goal only those firms which are certified as a DBE at bid opening. For information regarding the DBE certification process, please contact the Georgia Department of Transportation.

(D) Reporting Requirements:

The awardee shall establish, maintain and submit regular reports, as required, which will identify and assess progress in achieving DBE sub-contract goals and other affirmative action efforts.

Progress reports shall be submitted with each periodic pay request, or application for payment. Payments will not be approved without current, completed progress reports.

The awardee is required to submit invoices each month for portions of work completed during the month, including all DBE monies due for that period. The awardee is also required to submit a DBE Utilization Form with each monthly invoice.

Failure to comply with this requirement may constitute breach of contract and may result in the termination of this contract or such other remedy as Cobb Community Transit may deem appropriate.

- VI. Acceptable Good Faith Efforts - If any bidder fails to meet the DBE goals for this solicitation, the bidder shall submit, with the bid, proof of good faith efforts, using the guideline listed in Appendix A to 49 CFR 26, along with a written statement of efforts made and reasons for not meeting said goals. (See DBE Form 4 which must be submitted with bid)

A list of the efforts that a bidder should make, and Cobb Community Transit may use in making a determination as to the acceptability of the bidder, are as follows:

- (1) Whether the bidder attended any pre-solicitation or pre-bid meetings which were scheduled by Cobb Community Transit to inform DBEs of contracting and subcontracting opportunities;
- (2) Whether the bidder advertised in general circulation, trade association, and minority-focus media concerning the sub-contracting opportunities;
- (3) Whether the bidder provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively;
- (4) Whether the bidder followed up initial solicitations of interest by contracting DBEs to determine, with certainty, whether the DBEs were interested;
 - (5) Whether the bidder selected portions of work to be performed by DBEs in order to increase his/her chances of meeting the DBE goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
- (6) Whether the bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
- (7) Whether the bidder negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
- (8) Whether the bidder made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by Cobb Community Transit or contractor, and
- (9) Whether the bidder effectively used the services of available minority and women community organizations; minority and women contractors' groups; local, state and Federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of socially and economically individuals.

NOTE: The nine (9) items set forth above are not the exclusive criteria, and Cobb Community Transit may specify that you submit information on certain other actions which were taken to secure DBE participation in an effort to meet the goal. A bidder may also submit, to the owner, other information on efforts he/she made to meet the goal.

VII. Contractor Assurance - The bidder assures that he/she will make a good faith effort to meet the DBE participation goal as established in Paragraph V, Section A.

General Instructions

1. Contract Goal - Bidders who fail to achieve the contract goal(s) stated in the bid document must provide (with the bid) an explanation as to why the goal was not achieved and documentation demonstrating that a "Good Faith Effort" was made by the bidder as outlined in DBE Form 4.

*2. DBE Forms 1 & 2- All bidders/contractors shall complete and submit, with their bids, DBE Forms 1 & 2.

*3. Letter of Intent to Perform as a DBE Subcontractor - Each subcontractor listed on DBE Form 1 shall complete and sign a Letter of Intent to Perform as a DBE Subcontractor.

4. Certification - **BUSINESS/CONTRACTORS seeking to participate as DBEs must be certified at the time of bid submittal. Check the DBE Directory. The Directory is available on line at <http://www.dot.state.ga.us>.** or by contacting:

Georgia Department of Transportation
2 Capitol Square, S.W.
Room 262
Atlanta, Georgia 30334
(404)656-5323 (phone)
(404 656-5509 (fax)

5. Copies of Forms - Contractors may duplicate as many forms as needed. All DBE Program questions should be directed to the Cobb Community Transit Division Manager or the DBE Liaison Officer.

***ITEMS 2 & 3 ABOVE MUST BE SUBMITTED WITH THE BID IN ORDER TO BE ELIGIBLE TO RECEIVE A CONTRACT AWARD.**

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

**DBE FORM 1 (Reproduce as necessary)
SCHEDULE OF DBE PARTICIPATION**

Name of Bidder: _____
Project: _____
Project No.: _____
Bid No: _____
Total Bid Amount: _____

NAME OF DBE SUBCONTRACTOR	ADDRESS (COUNTY, STATE)	TYPE OF WORK SUBCONTRACTED	DBE	SUBCONTRACT VALUE
				\$
				\$
				\$
				\$
				\$
				\$
				\$

DBE PARTICIPATION TOTAL VALUE _____ \$

The attainment of DBE participation goals for this contract will be measured as a percentage of the total dollar value of the contract.

The undersigned will enter into a formal agreement with the DBE Subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with _____

Sworn to and subscribe before me, this ____ day of _____, 20__.

_____ (SEAL) Name (Typed) _____

NOTARY PUBLIC

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

DBE FORM 2 (Reproduce as necessary)
DBE SUBCONTRACTOR IDENTIFICATION AFFIDAVIT

STATE OF _____
COUNTY OF _____

I HEREBY DECLARE AND AFFIRM THAT I AM THE _____
(Title - Owner, President, Co-Venturer, etc.)

and duly authorized representative of _____
(Name of Firm)

whose address is _____

*** I hereby declare and affirm that I am a certified DBE.**

This firm is interested in quoting/bidding on the following categories of work being procured for _____
_____.

This firm has current DBE certification from the following agencies:

A copy of the current certification letter notifying the firm that it has been DBE certified by the Georgia Department of Transportation must be attached to this form.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE FIRM TO MAKE THIS AFFIDAVIT.

(Date) (Affiant)
STATE OF _____ COUNTY OF _____

On this _____ day of _____, 20____, before me, _____, the above signed officer, personally appeared, known to me to be the person described in the foregoing affidavit and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

_____ (SEAL)

My Commission Expires _____

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

DBE FORM 3 (Reproduce as necessary)

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

TO: _____
(Name of General Contractor Proposing)

PROJECT: _____

The undersigned intends to perform work in connection with the above project.

The status of the undersigned is confirmed on the attached DBE Contractor Identification Affidavit (DBE FORM 2).

The undersigned is prepared to perform the following described work in connection with the above project:

(Specify in detail, work items or parts thereof to be performed)

at the following price: \$ _____.

The undersigned agrees to enter into a contract with you to perform the above work, if you are awarded the prime contract.

(Date) (Telephone No.) (Name of DBE Subcontractor)

(Firm Address) By: _____
(Signature)

(City and State) Name: _____
(Typed)

Title: _____

*

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

ATTACHMENT 2

NON-COLLUSION BIDDING CERTIFICATE

By submission of this certificate, each Proposer and each person signing on behalf of any Proposer certifies under penalty of perjury, that to the best of its knowledge and belief:

1. The cost or prices to be negotiated shall have been arrived at independently without collusion, consultation, communication or agreement, for any purpose of restricting competition as to any matter relating to such costs or prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the cost or prices to be negotiated have not been knowingly disclosed by the firm prior to the opening of price negotiations, directly or indirectly to any other Proposer or to any competitor; and,
3. No attempt has been made or will be made by the Proposer to induce any person, partnership or corporation to submit or not submit a Statement of Qualifications for the purpose of restricting competition.

Date: _____ By: _____

Proposer: _____

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

ATTACHMENT 3

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; PRIMARY COVERED TRANSACTIONS**

The Proposer, _____, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/Proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

THE CONTRACTOR, _____, 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. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature of Authorized Official

Witness

Title of Authorized Official

Date

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

ATTACHMENT 4

INELIGIBILITY CERTIFICATE

_____ certifies that neither it nor any of its consultants to be used in performing this Contract are listed on the list of Ineligible Contractors maintained by the Comptroller General of the United States.

Date: _____

Signature of Authorized Official: _____

Name/Title of Authorized Official: _____

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive

ATTACHMENT 5

CERTIFICATION OF CONSULTANT DRUG-FREE WORKPLACE

I hereby certify that I am a principal and duly authorized agent of _____ whose address is _____, and it is also certified that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied in full; and
2. A drug-free workplace will be provided for the consultant’s employees during the performance of the Contract; and
3. Each subcontractor hired by the consultant shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. The Consultant shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3”; and
4. It is certified that the undersigned will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

_____ Date

_____ Signature

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive

ATTACHMENT 6

**COBB COUNTY CONFLICT OF INTEREST AND PROHIBITION AGAINST
CONTINGENT FEES CERTIFICATION**

_____ certifies that to the best of its knowledge there are no circumstances which shall cause a Conflict of Interest in performing services for Cobb County.

Date: _____

Signature of Authorized Agent

Name/Title of Authorized Agent

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive

ATTACHMENT 7

NON-SEGREGATED FACILITIES

The Bidder certified that he does not, and will not, provide and maintain segregated facilities for his employees at his establishments and, further that he does not, and will not, permit his employees to perform their services at those locations, under his control, where segregated facilities are provided and maintained. Segregated facilities include, but are not necessarily limited to, drinking fountains, transportation, parking, entertainment, recreation, and housing facilities; waiting, rest, wash, dressing, and locker rooms, and time clock, work, storage, restaurant, and other eating areas which are set apart in fact, or by explicit directive, habit, local custom, or otherwise, on the basis of color, creed, national origin, and race. The Bidder agrees that, except where he has obtained identical certifications from proposed Contractors for specific time periods, he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The Bidder agrees that a breach of this certification is in violations of the Equal Opportunity clause in this Contract. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

Contractor

Signature

Name and Title of Signer

Date

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive

ATTACHMENT 8

BUY AMERICA

The Buy America requirements apply to the following types of contracts: Construction contracts, and acquisition of goods and rolling stock (valued at more than \$100,000).

Certificate of Compliance

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

Date: _____
Signature: _____
Company Name: _____
Title: _____

Certificate of Non-Compliance

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

Date: _____
Signature: _____
Company Name: _____
Title: _____

Note:

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive

ATTACHMENT 9

CERTIFICATION REGARDING LOBBYING

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contracts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form –LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documentations for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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

Signature of Consultant’s Authorized Agent: _____

Name and Title of Consultants Authorized Agent: _____

Date: _____ Telephone #: _____

Firm of Company Name: _____

Address: _____

**ATTACHMENT 10
CONTRACTORS QUALIFICATION STATEMENT**

1. CONTRACTOR

Name of Contractor: _____

Address of Contractor: _____

Primary Contact Person: _____

Telephone & Fax Number: _____

Email: _____

2. BANK REFERENCE

Primary Bank: _____

Relationship office responsible for account: _____

Telephone & Fax Number: _____

Email: _____

3. BACKGROUND

Has Contractor ever done business under a different name? _____

If so, provide name (s): _____

Prior Projects with Cobb County: _____

4. SIMILAR PROJECT EXPERIENCE

A. Name of project: _____

Address of project: _____

Contact person or Owner: _____

Telephone & Fax Number: _____

Email: _____

B. Name of project: _____

Address of project: _____

Contact person or Owner: _____

Telephone & Fax Number: _____

Email: _____

C. Name of project: _____

Address of project: _____

Contact person or Owner: _____

Telephone & Fax Number: _____

Email: _____

Name of Bidder: _____

Signature: _____

Title: _____

Address: _____

License #: _____

Bond Company: _____

Agent: _____

Type of Business Entity:

(Corporation, Sole Proprietorship, Partnership, P.C.)

My being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

ATTACHMENT 11

PROPOSAL SUBMITTAL LETTER

The undersigned, _____, hereby submits its bid proposal to furnish all labor, materials, and equipment _____, delivered to the undersigned by Cobb County, Georgia.

The undersigned acknowledges and agrees that the Proposal submitted by the undersigned shall be binding upon the undersigned and that if Cobb County, Georgia awards the Contract to the undersigned, the Proposal made by the undersigned and delivered to Cobb County, Georgia herewith, together with such award, will constitute a legal, valid and binding Contract between the undersigned and Cobb County, Georgia. The Contract created pursuant to the previous sentence shall incorporated the terms and conditions of the bid including, but not limited to, the bid Scope of Work, Solicitation instructions and Conditions, the Contract Provisions and the Contractor's Cost Proposal, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Bid Transmittal Letter this _____ day of _____ 20__.

By

Title

Sworn to and subscribed before me the _____ day of _____, 20__.

Notary Public

My Commission Expires:

Date

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

ATTACHMENT 12

Compliance with Georgia Security and Immigration Compliance Act
(Effective 10/1/10, Supersedes All Prior Versions)

BACKGROUND

Pursuant to the “Georgia Security and Immigration Compliance Act,” Cobb County cannot enter into a contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program to verify information of all newly hired employees or subcontractors. Neither may any contractor or subcontractor enter a contract with the county in connection with the physical performance of services unless the contractor and/or subcontractor registers and participates in the federal work authorization program to verify information of all new employees. O.C.G.A. § 13-10-91.

Before any bid for the physical performance of services is considered, the bid must include a signed, notarized affidavit from the contractor attesting to the following: (1) the affiant has registered with and is authorized to use the federal work authorization program; (2) the user ID number and date of authorization for the affiant; and (3) the affiant is using and will continue to use the federal work authorization program throughout the contract period. O.C.G.A. § 13-10-91 (b) (1). Affidavits shall be maintained for five years from the date of receipt. O.C.G.A. § 13-10-91 (b) (1).

Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of the contract or subcontract, provide Cobb County with notice of the identity of any and all subsequent subcontractors hired or contracted by that contractor or subcontractor within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit including the subcontractor’s name, address, user ID number, and date of authorization to use the federal work authorization program. O.C.G.A. § 13-10-91 (b) (3).

Based upon the County’s experience and desire for full compliance, no work may be commenced by any subsequent subcontractor prior to notice being received by the County that the subcontractor (regardless of tier) is in compliance with the law and the attached Procedures & Requirements, including the preparation and submission of the Contractor (or Subcontractor) Affidavit & Agreement AND the Immigration Compliance Certificate PRIOR to the commencement of any work.

DEFINITIONS

Affidavit – a written statement made or taken under oath before an officer of the court or a notary public or other person who duly has been authorized so to act.

Affiant – the person who makes and subscribes to a statement made under oath (affidavit).

Physical Performance of Services – the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to public real property, including the construction, reconstruction, or maintenance of all or part of a public road; or any other performance of labor for a public employer under a contract or other bidding process.

PROCEDURES & REQUIREMENTS

1. Bid Documents: Bid documents should contain information regarding the contract language and contractual requirements described below.
2. Responsive Bid Documents: Responsive bid documents must include a signed, notarized affidavit from the contractor in the form attached. **If the affidavit is not submitted at the time of the bid, the applicant will be disqualified.**

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

3. Contract Language & Contractual Requirements: Affirmative language shall be contained in agreements for the performance of services to cover all statutory and County requirements; such language shall require:
 - (a) That affidavits in the form attached to these “Procedures & Requirements” be executed from a contractor (and any subcontractors, regardless of tier) and notarized, showing compliance with the requirements of O.C.G.A. § 13-10-91 and that such be made part of the contract and/or subcontracts;
 - (b) That the contractor (and any subcontractors, regardless of tier) fully comply with the requirements for completing and submitting the “Immigration Compliance Certification” and that such certification be received by the County prior to the commencement of any work under the contract or subcontract;
 - (c) That the contractor (or any subcontractor, regardless of tier) notify the County within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier;
 - (d) That the contractor be responsible for obtaining and providing to the County the “Subcontractor Affidavit & Agreement” and “Immigration Compliance Certification” attached to and required under these “Procedures & Requirements” from each subcontractor, regardless of tier, employed or retained for work under the contract prior to the commencement of any work under the contract or any subcontract;
 - (e) That Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
 - (f) That any contractor and/or subcontractor retaining any other subcontractor to perform services under the contract provide legal notice to any subcontractor of the requirements of Cobb County for immigration compliance and further provide notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
 - (g) That failure to comply with any of the requirements and procedures of the County (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit

or facilitate audits or reviews of records by County or State officials upon request; and/or failure to continue to meet any of the statutory or County obligations during the life of the contract) shall constitute a material breach of the agreement and shall entitle the County to dismiss any general contractor or to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements;

(h) That upon notice of a material breach of these provisions, the contractor (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

4. Immigration Compliance Certification: Prior to commencing work under any contract for the physical performance of services, the contractor shall complete the “IMMIGRATION COMPLIANCE CERTIFICATION” form attached to these “Procedures & Requirements” and submit the same to the County.

Prior to allowing any other subcontractor to perform work under the contract, the contractor shall obtain a completed “IMMIGRATION COMPLIANCE CERTIFICATION” from each subcontractor (regardless of tier) and submit the same to the County.

FORM ATTACHMENTS:

1. CONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A);
2. SUBCONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A-1);
3. IMMIGRATION COMPLIANCE CERTIFICATION (EXHIBIT A-2).

**CONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A)**

E-Verify Number MUST be included on this form to be considered responsive.

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

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

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

EEV/E-Verify Program User ID Number EEV Program Date of Authorization

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

Printed Name Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 201__

Notary Public Commission Expires: _____

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

**SUBCONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A-1)**

E-Verify Number MUST be included on this form to be considered responsive.

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

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

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

EEV/E-Verify Program User ID Number

EEV Program Date of Authorization

BY: Authorized Officer or Agent
[Subcontractor Name]

Subcontractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 201__

Notary Public Commission Expires: _____

IMMIGRATION COMPLIANCE CERTIFICATION
(To be completed by Contractors and all Subcontractors)
(EXHIBIT A-2)

E-Verify Number MUST be included on this form to be considered responsive.

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

(Project Name/Description)

I further certify to Cobb County, Georgia the following:

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

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

Sworn to by:

Contractor Name & Address:

Signature of Officer

Printed Name/Title

Date

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

Notary Public
Commission Expires: _____

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

**ATTACHMENT 13
The Department of Transportation
Cobb Community Transit
Bid Protest Procedures**

The County has established these Pre-Bid, Pre-Award and Post-Award Procurement Protest Policy and Procedures so that all procurement protests/disputes are filed, processed and resolved in a manner consistent with the requirements of the Federal Transit Administration (FTA) Circular (4220.1F) Third Party Contracting Guidance, dated November 1, 2008.

Definitions

“Contract” means any contract, agreement, purchase order or order placed by the County to receive goods or services from an external source. “Day or Days” means a working day or days of the County.

“Interested party” means a participant or prospective participant in a County procurement whose direct economic interest is affected by the award of the contract for the procurement.

“Offer” means a response to a County procurement solicitation, including but not limited to quotations, bids, proposals and expressions of interest or qualifications.

Submission of Protests

Any interested party may file a bid protest with the Cobb County Department of Transportation on the basis that the County failed to comply with a federal or state law or that the County failed to follow its own Procurement Regulations. A valid protest must include the following information:

1. Name and address of the protestor
2. Identification of the procurement action being protested
3. A statement of the reason for the protest, identifying the federal or state law or the County Procure Regulation that the protestor alleges has been violated by the County.

Types of Protests and Deadline to File

The deadline for a valid protest will be determined by the progress of the procurement. The County will recognize three different types of protest:

1. Protest regarding solicitation

Any protest regarding solicitation must be filed in writing no later than five (5) days prior to the deadline to submit offers. This type of protest includes a claim that the solicitation contained exclusionary or discriminatory specifications, any challenge to the basis for award or any claim that the procurement documents or the procurement process violate a federal or state law or fail to follow its own procurement regulations.

2. Protest regarding offer evaluation

Any protest regarding the evaluation of offers must be filed in writing no later than five (5) days from the day that the County’s decision to award is announced. Any protest filed after such date which raises such issues will not be considered as a valid protest but may be considered to the

benefit of the County. This type of protest challenges the County's determination of responsiveness of offers and responsibility of offerors, errors in calculation or that the County's evaluation of offers violated a federal or state law or its own procurement regulations.

3. Protest regarding award of contract

Any protest regarding the award of the contract must be filed in writing no later than five (5) days after the date of award of the contract. Any protest filed after such date which raises an issue regarding the award will not be considered as a valid protest but may be considered to the benefit of the County. This type of protest will only be entertained by the County if the protestor is able to demonstrate that the party awarded the contract fraudulently represented itself as a responsible bidder or that the County violated a federal or state law or its own procurement regulations in awarding the contract.

The County's Response to Protests

The County will notify a protestor upon receipt of a timely protest and may, where appropriate, request further information. The County may, at its sole discretion, meet with the protestor to review the issues raised in the protest. The County's consideration of the protest, except as otherwise provided in the following paragraph "Decisions by the County", will be in accordance with the following provisions:

Protest regarding solicitation

Upon receipt of a valid protest regarding solicitation, the County will postpone the deadline for submission of offers until resolution of the protest. If the protest regarding the solicitation includes a claim of unduly restrictive or exclusionary specifications, the County will, in considering the protest, consider both the specific needs of the County for the feature or item challenged and any effect on competition of including the specification regarding that feature or item. If the County determines that such feature or item was included in the specification in order to meet a legitimate need of the County, and was not unduly restrictive of competition or designed to exclude a particular competitor, then the County will deny the protest.

Protest regarding evaluation of offers

Upon receipt of a valid protest regarding the evaluation of offers, the County will suspend its evaluation of all offers until resolution of the protest. If the County determines that the protestor has established that there are reasonable doubts regarding the responsiveness of an offer or the responsibility of an offeror or regarding the County's compliance with federal or state law or its procurement regulations.

Protest after award

Upon receipt of a timely protest regarding the award of a contract, the County will issue a stop work order, if necessary, until the resolution of the protest. If the County determines that the protestor has established a prima facie case that the contract was awarded fraudulently or in violation of a federal or state law or the County's procurement regulations.

Protest regarding bid evaluation

Any bid protest regarding the evaluation of bids by the County must be filed in writing with the County no later than five (5) days after the opening of bids. Any protest filed after such date which raises issues regarding the bid evaluation will not be considered by the County. This type of protest would include any challenge to determinations by the County of the responsiveness of a bid or the

responsibility of a bidder, or any claim that the evaluation of bids violated federal, state or the County's procurement regulations.

Protest Regarding Award of Contract

Any protest regarding the award of the contract must be filed in writing no later than five (5) days after the date of award. Any protest regarding the award of the contract filed after that date will not be considered by the County. This type of protest will only be entertained by the County if the protestor is able to demonstrate that the party awarded the contract fraudulently represented itself as a responsible bidder or that the County violated federal, state or its own procurement regulations in the award of the contract.

Decisions by the County

As indicated above, in most instances, the County will suspend the procurement action upon receipt of a bona fide bid protest. However, the County reserves the right, notwithstanding the presence of a protest, to proceed with the appropriate action in the procurement process in the following instances:

- a. When failing to fulfill the need for the items or services would cause irreparable harm to the County or its Service Boards;
- b. When the County determines that the protest is vexatious or frivolous; or
- c. When delivery or performance will be unduly delayed or other undue harm would occur by delaying the award of the contract.

After review of a bid protest submitted under these provisions, the County will issue a written decision on the basis of the information provided by the protestor, the result of any meetings with the protestor, and the County's own investigation of the matter. If the protest is upheld, the County will take appropriate action to correct the procurement to protect the rights of the protestor, including, but not limited to, reissuance of the procurement, revised evaluation of the offers or the County's conclusion of the evaluation of the offers, or termination of the contract. If the protest is denied, the County will terminate the suspension of the procurement that was imposed during the consideration of the protest and will proceed with the procurement.

The availability of review of bid protests by FTA is as follows:

Reviews of protests by FTA will be limited to:

- (1) A grantee's failure to have or follow its protest procedures, or its failure to review a complaint or protest; or
- (2) Violations of Federal law or regulation.

An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protestor learned or should have learned of an adverse decision by the grantee or other basis of appeal to FTA.

I have received, read and understand these protest procedures.

Printed Name

Signature

Date

**Attachment 14
COST PROPOSAL**

**Bus and Support Vehicle Maintenance Inspection
Sealed Bid #11-5594**

Task 1 – Condition Inspection \$ _____

Task 2 – Turnover Inspection \$ _____

Hourly rate for additional services related to provisions of additional information, if required

\$ _____

Company Name: _____

Exhibit A

Items and Components to Be Inspected

Electrical Systems Inspection

- Interior gauges, lights and warning signals
- Ammeter readings for the 12V and 24V systems
- Starter draw
- Starter cable condition
- Battery compartment, battery and cable condition
- General Inspection of electrical systems operation such as horn, lights, passenger signaling systems, climate control, public address system, destination sign
- Wheelchair lift operation and inspection

Engine Inspection

- Engine oil level
- Oil sample
- Oil and fuel filter condition
- Hoses and lines, clamps, fittings, and harnesses
- Oil pan condition
- Throttle controls and fittings
- Radiator, hoses and pipes condition
- Air cleaner restriction
- Fuel pressure reading
- Exhaust system, muffler, mounting straps, hangars, brackets and bolts

Transmission Inspection

- Transmission oil level
- Oil sample
- Hoses and lines, clamps, fittings and harnesses
- Oil pan condition and operation
- Fluid cooler

Air System Inspection

- Air compressor Operation
- Air lines and bags
- Air tank condition and mounting
- Air drier operation, condition

Brake System Inspection

- Front and rear brake lining thickness
- Brake drum condition and measurements
- Brake diaphragms
- Brake operation, balance
- Door interlock system operation
- Parking brake system operation

Climate Control System Inspection

- Evaporator condition
- Condenser condition
- Evaporator blowers operation
- Condenser fan motor operation
- Compressor hoses and seal condition
- Refrigerant level
- Compressor oil condition, level
- Refrigerant pressure on the low and high sides
- Dehydrator filter inspection
- Compressor drive belt inspection
- Compressor unloader test, if applicable
- High pressure switch test
- Interior air conditioning filters condition
- Interior cooling/heating temperature, as applicable

Interior Inspection

- General cleanliness and condition
- Driver's compartment and control inspection
- Farebox mounting and operation
- Windshield wiper operation
- Interior lights and alarms operation
- Door and safety systems operation
- Seat mountings and condition
- Grab rails, stanchions, vanity panels and overhead racks condition
- Emergency escape hatch and window operation condition
- Floor covering condition
- Restraint systems

Exterior Inspection

- General cleanliness and condition
- Exterior lights and alarms operation
- Body panel condition – scratches, dents, holes, missing or cracked panels, missing hardware
- Window seal inspection
- Wheels, tires, mounting lugs and studs condition
- Tire tread depth and sidewall condition
- Tire air pressure
- Door and access panel operation and condition
- Broken glass – chips in windshield

Structural Inspection

- Undercarriage framing
- Front and rear axles, bushings and support structures
- Steering gear linkages, spindles and king pins
- Upper control arms and bushings
- Radius rods
- Under flooring and plywood condition