REQUEST FOR PROPOSAL (RFP)

Low Floor Cutaway

Sequence of Events	Date
Request for Proposal Issued	August 5, 2026
Deadline for Questions	August 14, 2026; 2 PM ET
Answers to Question Posted	August 19, 2026
Submissions Due	September 9, 2026; 2 PM ET
Award of RFP (if awarded)	September 30, 2026
Contract Start Date (if awarded)	First Order Date

PROPOSALS MUST BE RECEIVED BY DUE DATE – LATE PROPOSALS WILL NOT BE CONSIDERED.

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SECTION 1:
PROJECT DESCRIPTION (SCOPE) AND REQUIREMENTS

BACKGROUND INFORMATION:

The Macatawa Area Express (MAX) is a small urban transit system that has operated fixed bus routes and demand response service since 2000. Currently, MAX serves the communities of the City of Holland, City of Zeeland, Holland Charter Township, Zeeland Charter Township and Park Township with fixed route and/or demand response service. MAX currently employs 75 staff members.

MAX has fixed routes that operate Monday through Friday from 5 a.m. – 7 p.m. In addition, MAX offers Demand Response Services 5 a.m. – 12 a.m. (midnight) Monday through Friday.

MAX is seeking competitive bids for ADA compliant low-floor cutaway buses with various optional equipment under a contract will remain in effect of up to five (5) years. This RFP holds the technical specifications which are issued herewith.

PROJECT DESCRIPTION:

Overview

This is a Request for Proposal (RFP) for low floor cutaway buses with various floor plans. This is to be a five year contract with the contract time beginning at the time of MAX's first order is placed. Bidders must submit written proposals according to the instructions contained within this document, discussing how they will meet the specific requirements. The contract price shall be a firm-fixed price for the provision of a low floor cutaway bus with related necessary components, and selected options for the duration of the five (5) years. All vehicles must be ADA compliant with a minimum of two (2) wheelchair securement locations. Minimum order quantity is one (1) bus.

Pricing

Prices for buses and equipment shall be as quoted by the bidder and shall remain firm for all orders placed within one hundred twenty (120) days after contract award. For orders placed after this 120-day period, prices shall be based on the bidder's original quoted prices (Base Order Prices), adjusted up or down using the U.S. Department of Labor, Bureau of Labor Statistics Producer Price Index (PPI), Category 1413, "Trucks and Bus Bodies." Changes in this index will be used to calculate any price adjustments.

Title Fees

Prices include the cost of the title fees for each bus.

The Title To information for all orders will be as follows:
NAME OF AUTHORIZED LOCAL UNITS OF GOVERNMENT AND/OR LOCAL PUBLIC TRANSIT AGENCY

If the State the vehicle is to be titled in modifies the cost of vehicle titles during the contract period, either the state or the contractor may request a price adjustment to reflect the actual change.

Site Visit

The MAX may conduct a site visit to tour and inspect the Bidder's facilities. MAX will schedule these visits if required.

Assignability

Any public agency (i.e., city, district, public authority, public agency, municipality, Human Service Agency and other political subdivision or any Federal Transit Administration-funded entity) shall have the option of participating in any award made as a result of this proposal at the same prices, and terms and conditions. MAX reserves the right to assign vehicles awarded under this Contract including options. This assignment, should it occur, shall be agreed to by MAX and the contractor. Once assigned, each agency will enter into its own contract and be solely responsible to contractor for obligations to the buses assigned. MAX's right of assignment will remain in force over the five (5) year period. MAX shall incur no financial responsibility in connection with contracts issued by another public agency. The public agency shall accept sole responsibility for placing orders or payments to the Contractor.

Delivery Requirements

Prices shall be quoted FOB Destination, with transportation charges prepaid on all orders of one (1) or more vehicle(s). Alternative FOB terms will not be accepted and may result in the Bidder being deemed non-responsive and removed from further consideration.

Contractor shall deliver all vehicle(s) FOB destination to the location identified by the Purchaser. However, if the Purchaser exercises the Contract Assignability provision, vehicle delivery shall be made to the location designated by the participating purchasing agency. Any resulting purchase shall constitute a separate transaction between the Contractor and the participating purchasing agency, and the applicable purchase agreement shall govern delivery location and receiving requirements.

Contractors may drive vehicles to the final delivery location in accordance with the Affidavit for Driver Delivery attached to this solicitation; however, the affidavit must be completed and submitted at the time of bid submission.

Vehicle delivery shall occur only during the normal business hours of the Purchaser or participating purchasing agency, excluding recognized holidays, unless otherwise approved in writing by the receiving agency. The Contractor shall coordinate delivery scheduling with the receiving agency a minimum of forty-eight (48) hours in advance.

Prior to delivery, each vehicle shall be fully serviced and inspected by the Contractor, dealer, or an authorized service agent. At a minimum, the Contractor shall provide the purchasing agency with a copy of the inspection and service checklist completed for the vehicle. All fluids shall be filled to the manufacturer's recommended capacity.

Each vehicle shall be delivered with one (1) minimum five (5) pound ABC-rated fire extinguisher, fully charged, and three (3) DOT-compliant reflective hazard warning triangles in an accessible storage location. These safety items should be shipped loose so the agency can install at their discretion.

All vehicles shall be delivered in a ready-for-service condition. Vehicles powered by gasoline, diesel, propane, compressed natural gas (CNG), or other liquid or gaseous fuels shall be delivered with fuel tanks filled to capacity at the nearest fueling station to the receiving agency. Battery electric vehicles shall be

delivered with the propulsion battery charged to the maximum manufacturer's suggested charge level at the nearest charging station, or tow the vehicle to the acquiring agency's location. Any deviation from these requirements must be approved in writing by the Purchaser prior to delivery.

Americans with Disabilities Act

Manufacturer will comply with all applicable federal, state and local regulations. These will include but not be limited to Americans with Disabilities Act (ADA), as well as state and local accessibility, safety and security requirements. Local regulations are defined as those below the state level.

Vehicle(s) will meet all applicable Federal Motor Vehicle Safety Standards (FMVSS) regulations and will accommodate all applicable Federal Motor Carrier Safety Administration (FMCSR) regulations in effect at the location of the Agency and the date of manufacture.

In the event of any conflict between the requirements of these specifications and any applicable legal requirement, the legal requirement will prevail. Technical requirements that exceed the legal requirements are not considered to conflict.

VEHICLE DESCRIPTION:

The Manufacturer shall ensure that the application and installation of all major bus subcomponents and systems comply with the applicable requirements and recommendations of the respective subcomponent vendors. The Manufacturer shall identify those subcomponent vendors required to provide installation and/or application approval documentation and shall ensure such documentation is submitted upon completion of the pilot or lead bus. All components incorporated into the vehicle shall be of heavy-duty design or shall have a demonstrated record of reliability in transit service.

OVERALL SPECIFICATIONS AND DIMENSIONS

Weight

The design goal at Manufacturer is for each bus to remain as light in weight as possible without degrading safety, appearance, comfort, traction, or performance.

Physical Size

Length – Less than 30'
Floor Height – Even ride height, ensuring mobility device positions are flat and level.

Drivetrain Configuration

RWD or FWD/AWD acceptable provided performance specs are met.

Seating

Base model capacity shall be 12 ambulatory passengers and 2 mobility device positions for a total of 14 occupants plus a driver. All seating shall match base model.

Options list offers additional seating and floor plans.

Service Life
Shall be designed to meet Altoona Durability Test 200,000 Miles / 7 Years' service life.

Interchangeability
All units and components shall be duplicates in design, manufacture, and installation to ensure interchangeability, as per APTA requirement.

Training
Manufacturer shall offer several different training courses, depending on the customer's need:

- Online training of the full vehicle and vehicles systems, with or without a follow-up graded exam.
- Onsite training with the vehicle for technicians, operators, and dispatchers.

Operating Environment
Vehicle meets or exceeds all requirements, as per APTA Standards (10 °F to 115 °F).

Noise
Noise level meets or exceeds all applicable regulation requirements.

Fire Safety
Bus shall be designed to meet FMVSS 302.

VEHICLE PERFORMANCE AND POWERPLANT

Top Speed
Vehicle must be able to reach a top speed of >70 MPH.

Startability and Gradeability
Vehicle to reach a gradeability of 30%.

Engine
Minimum OEM gasoline V8 or V6 engine sized to meet the gradeability and top-speed requirements below.

Transmission Cooling
Transmission fluid is to be cooled by OEM methods.

Mounting of Powerplant
The engine and transmission installation shall follow the manufacturer's standard configuration for the low-floor platform offered, provided the vehicle achieves the even ride height and mobility-device-position flatness specified elsewhere in this document, and provided all components remain accessible for standard maintenance and service.

Fluid Lines
All hydraulic fluid lines shall be carried over from OEM, except the lines that go along frame rail feeding the rear wheels.

The modified lines shall be rigidly supported to prevent chafing damage, fatigue failures, degradation and tension strain. Soft sections of the modified lines are sufficiently flexible to minimize mechanical loads on

the components. Lines passing through a panel, frame or bulkhead are protected by grommets (or similar devices) that fit snugly to both the line and the perimeter of the hole that the line passes through to prevent chafing and wear. Pipes and fluid hoses are not bundled with or used to support electrical wire harnesses.

Fittings and Clamps
All fittings and clamps added in the vehicle shall meet OEM standard.

Radiator
OEM Radiator

Oil and Hydraulic Lines
All systems requiring lubrication shall meet component manufacturer's recommendation for installation, operation and maintenance. The fluid transfer lines shall be designed and intended for use in the environment where they are installed (for example, high-temperature resistant in the engine compartment, resistant to road salts near the road surface and so on). No fluid lines are below the frame line of the bus.

Fuel
Fuel required shall be regular grade, unleaded gasoline, unless equipped with alternative fuel system.

Fluid Lines
Fuel and vapor lines shall be made from 304 stainless steel to route the fluids through the frame rail, and using custom made PA12 Nylon flex tubing for connecting to end components (Vapor canister, Fuel tank, engine), unless equipped with alternative fuel system.

Fluid Tank
Fuel tank shall be largest OEM available option, unless equipped with alternative fuel system.

Emissions and Exhaust
The exhaust system must be designed to manage, treat, and expel combustion gases generated during engine operation directing exhaust flow, reducing pollutant emissions, minimizing engine noise, and maintaining optimal engine performance. The exhaust system includes the OEM components of the exhaust manifold, catalytic converter, two pre-catalytic oxygen sensors and one post catalytic oxygen sensor, and muffler. Tail pipe may be extended to rear of bus but must be of OEM material.

To protect heat deformation and discoloration of bus components the exhaust system should be spaced away and shielded around areas of the exhaust system that generate high heat. The tail pipe is designed to prevent intrusion of water, snow and rain into the exhaust system, while keeping exhaust fumes from passenger area.

Exhaust Emissions
Vehicle must meet all EPA emissions requirements.

STRUCTURE

Design
The structure meets or exceeds the design operating profile (Altoona 200,000 Miles / 7 Years).

Altoona Testing
Altoona test must be provided prior to delivery.

Structural Validation

Vehicle structure including both chassis frame and second body should be validated using finite element analysis (FEA). Vehicle must meet all Manufacturer internal criteria (NVH, durability and crashworthiness) as well as Altoona requirement via FEA simulation. And the vehicle will be validated via Altoona bus test.

Distortion

The bus, loaded to GVWR and under static conditions, including the bus at rest with any one wheel or dual set of wheels on a 6 in. curb or in a 6 in. deep hole, does not exhibit deflection or deformation that impairs the operation of the steering mechanism, doors, windows, passenger escape mechanisms or service doors.

Resonance and Vibration

The bus, when completed, shows no rattling and noticeable resonance under the normal service conditions.

Propulsion Compartment Bulkheads

The passenger and the compartments of engine and transmission shall be separated by the fire wall provided by OEM in the driver cab, which serves as a fire-resistant bulkhead and helps preclude or retard propagation of exhaust gasses and/or a propulsion compartment fire into the passenger compartment. All the floor, side wall and roof assemblies are made by materials that meet FMVSS 302.

Crashworthiness

The front frame rail shall be kept the same as the OEM frame rail and the rest of bus structures are designed such that the airbag deployment behaves the same as designed in vehicle.

The chassis and body structure of the bus must be designed to resist the side impact load defined by Florida Department of Transportation (FDOT), and the impacting vehicle is not to intrude the safety residual space of the passenger defined by FDOT.

The chassis and body structure of the bus must be designed to meet FMVSS 220 - School bus rollover protection.

Corrosion

All non-inherently corrosion resistant materials are coated with corrosion resistant paint, either powder coat or electrocoat. All dissimilar materials are separated by nonconductive material to dissuade galvanic corrosion.

Floor Design

The floor shall be coved at the wall connections with a radius of 2.5".

Floor Strength

The decking shall be designed such, that under 150 lbs. weight at any location, the deflection is <= 1/32 inch to achieve high rigidity; and under 450 lbs. (3X 150 lbs.) weight load, there is no permanent deformation. The decking with rubber covering does not permanently deform with point loads.

Floor Construction

The floor decking, subfloor and adhesive are not to be affected by insects, rotting, or mold. It shall be waterproof and non-hygroscopic.

Driver's Area
Driver's cab including driver's area shall be carried over from OEM and the overall setup is unchanged.

Driver's Platform
Driver's cab including driver's platform shall be carried over from OEM and the overall setup is unchanged.

Farebox
a. The farebox (a donation box is optional) shall be mounted with the trip handle toward the driver and within easy reach of the driver. The farebox shall be mounted on an adequately braced stanchion; shall be located over a flat floor surface near the driver; and shall be accessible to passengers entering the bus (meet ADA requirements). An indirect farebox light shall be connected through an entrance door jamb switch to the running light circuit to be operational only when door is opened.

b. The farebox shall be lockable and supplied with two vaults that are interchangeable and lockable (2 keys for each lock). The vaults shall be keyed alike. The vault and farebox exteriors shall be marked with key reference. (Location or shipped loose shall be approved by ordering agency.) Suggested source: Diamond Model XV, Genfare

Rear Step Area to Rear Area
The step to the rear floor section (if applicable) shall be covered with the same rubber material as the floor and trimmed with a yellow nonslip nosing. Vehicle can be optionally equipped with a manually unfolding ramp to allow wheelchair access to the rear floor and rear exits.

CHASSIS

General Suspension
The suspension system shall be designed to achieve the specified even ride height and ADA-compliant floor/ramp geometry, and shall be validated for durability and reliability consistent with the Altoona 200,000-mile / 7-year service life requirement. OEM spring suspension with spacer blocks, air suspension, or another OEM-approved suspension system are all acceptable, provided the resulting configuration meets all structural, ride-height, and durability requirements of this specification.

Wheels and Tires
Wheels shall be at minimum 16" OEM steel wheels with load range "E" all season tires.

Vendor shall provide a spare tire for the drive axle and steer axle.

Steering
Steering Axle – OEM components.
Steering Wheel – OEM components.

Brakes
Service brake system shall be carried over from OEM except the hydraulic hardlines going to the rear axle. These lines may be modified to work with extended wheelbase.

Actuation – OEM hydro-boost system, anti-lock system, pedal actuated.
Friction Material – OEM components.

Brake Style - OEM 4-wheel disc.
Parking/Emergency Brake – OEM Cable driven parking brake. The cable may be extended to work with the wheelbase.

Passenger Door Interlocks
Vehicle shall comply fully with all interlock requirements outlined in the APTA guidelines.

To prevent unintentional opening of the passenger door, the bus must use an interlock control that is integrated with the vehicles CAN bus. The passenger door can only be opened when all the following conditions are met:

- The transmission is in Park;
- The parking brake is engaged;
- The driver activates the door switch.
- If any of these conditions are not satisfied, the system prevents the door from opening.

Additionally, to prevent vehicle movement while the passenger door or ramp is deployed, a shift lock mechanism must be implemented. This lock will inhibit shifting into Drive (D) when the door or ramp is open, ensuring passenger safety during boarding or disembarking.

Bike Rack
Vehicle must front mounted, two or three position bike rack. This rack must fold flat against the grill when not in use.

Warranty
Chassis warranty to be three (3) years or 36,000 miles.

ELECTRICAL, ELECTRONIC AND DATA COMMUNICATION SYSTEMS

Hardware Mounting
All electronic hardware and its mounting must be isolated from shock and vibration, and all components will be located in an environment that will not reduce the performance or shorten the life of the component or electrical system when operating within the design operating profile.

All coolant, low voltage, and brake lines must be installed separately inside the frame rail and shall be secured a minimum of every 12”.

Any optional components or modifications to vehicle shall follow installation recommendations from Manufacturer and subsystem suppliers regarding methods to prevent potential damage to system components. This includes isolating electrical system when welding, removing/adding powertrain components, jump-starts 12v battery, etc.

Batteries
The low-floor converted bus based on the OEM chassis and powertrain will incorporate two 12V batteries to ensure redundancy, compliance with APTA Reference requirements, and separation of critical functions:

Under-Hood 12V Battery (OEM Carryover System):
A single battery shall be a carryover from the OEM chassis, designed to support all original equipment manufacturer (OEM) electrical systems, including engine starting, ignition, lighting, and auxiliary functions.

The battery will be mounted under the hood, compliant with SAE J1455 shock and vibration requirements. It shall be secured to prevent movement during operation and protected from environmental contaminants (e.g., moisture, debris).

Rear 12V Battery (Body Electrical Systems):
A second 12V battery will be installed in a dedicated compartment located within the bus body on the passenger side. This system is designed to power all body electrical systems, including HVAC, lighting, control modules, and auxiliary loads.

The battery shall meet SAE J537 standards for 12V deep-cycling applications.

It must provide at least 850 cold-cranking amps (CCA) and a reserve capacity (RC) of 150 minutes at 80°F, as outlined in the APTA Reference for low-voltage batteries.

Battery Grounds
The 12-volt battery located within the bus body shall be grounded to the vehicle using a chassis ground system. There shall be no more than three ring terminal connections installed on a single ground stud and even spacing between ground studs ensures conductivity and serviceability. Electronic equipment requiring an isolated ground of the battery shall not be grounded through the chassis.

Low Voltage/Low Current Wiring and Terminals
All low voltage wiring in the bus shall be numbered or color-coded and wiring harnesses must not contain wires of different voltage classes unless all wires within the harness are insulated for the highest voltage present. Strain relief fittings or strategies must be used at all junctions where a harness enters an electrical compartment. Grommets and other protective materials must be installed at points where wiring passes through metal structures outside of electrical enclosures. Any wiring located in environmentally exposed locations shall be protected from corrosion, heat, water, and mechanical damage.

Electrical Components
Every electronic component shall be rated for heavy duty bus applications or follows design specifications that meet current environmental and engineering standards.

Electrical Compartments
Vehicle shall have two electrical compartments: under hood (OEM carry over), and body electrical. These compartments are designed for easy serviceability, environmental protection, and packaging effectiveness. All components within these compartments must be corrosion-resistant, sealed, and protected.

General Electronic Requirements
All electronic components shall be protected from over voltage scenarios and reverse polarity conditions. Each component shall be selected to meet the current and voltage requirements so that each part of the system can properly interact with other portions of the system.

Data Communications
The vehicle's electronic systems shall communicate primarily over CAN buses using OEM proprietary communication protocols. These protocols ensure seamless integration and compatibility with OEM's diagnostic tools and service procedures.

Drivetrain Level Communication

Drivetrain-level communication shall carry over from OEM proprietary CAN protocol stack, supporting real-time control, diagnostics, and calibration functions. All drivetrain VCUs and components are provided and managed by OEM.

Diagnostics, Fault Detection and Data Access

Diagnostics for drivetrain systems must be provided via two primary methods:

In-Vehicle Display System:

The driver display presents Diagnostic Trouble Codes (DTCs), along with standardized fault indicators (e.g., MIL, warning lamps), in accordance with OEM's implementation of UDS and OBD-II protocols.

External Diagnostics via OBD Port: Technicians must be able to connect to the vehicle's OBD-II port using OEM-authorized diagnostic tools (e.g., OEM IDS).

Programmability (Software)

All drivetrain-related programming and ECU updates must be performed using OEM official tools and procedures.

Warranty

Body and powertrain warranty to last at least 5 years or 100,000 miles.

DRIVER PROVISIONS, CONTROLS, & INSTRUMENTATION

Glare

Driver's cab shall be carried over from OEM and the overall setup is unchanged.

Visors/Sunshades

Driver's cab shall be carried over from OEM and the overall setup is unchanged.

Drivers Controls

Heated Rear view mirror controls shall be mounted on the door A-pillar, inside the cab. All other controls are unchanged.

Normal Bus Operation Instrumentation and Controls

Driver's cab shall be carried over from OEM and the overall setup is unchanged. Switches to operate passenger entry access & lighting are added to the IP.

Brake and Accelerator Pedals

Brake and acceleration pedals shall be carried over from OEM.

Driver Amenities

Drink Holder – OEM components.
Storage Box – OEM components.

Windshield Wipers and Washers

Windshield Wipers – OEM components.
Windshield Washers – OEM components.

Driver's Seat

Driver's seat shall be carried over from OEM chassis by default.

Alternative driver seat shall be made available upon customer's requests. Use of an alternative driver seat shall be approved by Manufacturer to ensure FMVSS requirements are met.

Exterior Mirrors
Bus shall be equipped with mirrors that comply with FMVSS 111 for rear view visibility for a 102" wide vehicle. Exterior mirror allows sufficient rear view and prevents blind spots.

Mirrors to be heated and controlled/adjusted remotely.

DEFAULT: A pair of 102" wide heated powered remote mirrors without a breakaway mounting system and LED turn signals.

Interior Mirrors
Mirrors must allow the driver to view into the passenger compartment to observe passenger activities without the driver relocating from the driver seat.

WINDOWS

Windshield
OEM components.

Windshield Glazing
OEM components.

Driver's Side Window
OEM components.

Emergency Exit (Egress)
Four side windows (2 on the left-hand side and 2 on the right-hand side) can be used as emergency exits. The rest side windows are fixed in position, i.e., non-egress side windows.

Additionally, a roof hatch (if equipped) and a rear door (if equipped) shall also be used as emergency exits.

Egress side windows shall be equipped with latches that allow windows to be opened (push-out type) for egress purpose.

Materials
Side windows shall have tempered glasses and meet all applicable safety standards. Shall be certified for FMVSS 217 for all the egress side windows.

Rear Window
Non-egress or egress rear window can be provided if there is no rear door. Egress rear window (if provided) will be push-out type emergency exit, as the egress side windows, and meets FMVSS 217. The windows shall be sealed and there will be no leakage.

HEATING AND COOLING

Dash HVAC

Cooling source, condenser and evaporator for the system shall be carried over from OEM.

Heating source of HVAC system and heater core shall be carried over from OEM.

Passenger Compartment HVAC
Passenger compartment shall be equipped with a rooftop HVAC for cooling. A secondary compressor is mounted to the engine compartment to provide cooling source for passenger compartment HVAC.

Rooftop HVAC cooling system shall have a minimum of 70,000 BTU for cooling.

The passenger cabin shall be heated via two floor mounted heater cores. The cores will be connected to the OEM coolant loop.

Rooftop HVAC heating system shall have a minimum of 45,000 BTU for heating.

Passenger Compartment HVAC
Cooling and heating of the passenger compartment is controlled individually.

Controller for roof top HVAC shall be located in driver cab roof liner with good visibility and accessibility from the driver. The passenger compartment cooling is fully automatically controlled with a driver inputting target temperature. Manual mode may also be accepted.

Auxiliary Heater
Two standalone floor heaters shall be installed in the passenger compartment to provide heat. Heat to be sourced from OEM coolant loop.

Driver's Area
Airflow distribution system for the driver's area shall be carried over from OEM.

Controls for the Climate Control System (CCS)
The OEM climate control switches on IP panel shall be carried over to control the dash HVAC.

Driver's Compartment Requirements
Driver's Compartment heater and defroster system shall meet all requirements as specified in APTA requirement.

Driver's Cooling
The dash HVAC shall provide dedicated cooling to the driver.

Air Filtration
Rooftop HVAC unit air intake shall have a grille for air filtration.

Maintainability
The dash A/C system shall be serviceable from under hood area. Maintenance procedure and schedule shall follow standard R134 system.

Rooftop HVAC unit shall be serviceable as well (R134).

EXTERIOR PANNELS & FINISHES

Exterior Panels, Finishes, and Exterior Lighting

The exterior body shall have simple and smooth finish and it can be cleaned by regular automatic bus washer. The driver cab shall be adopted from OEM and the rest exterior body consists of high strength fiber glass panels.

The roof shall cover the whole structure to act as a watershed, and naturally provide excellent sealing to prevent leaking. All the mating lines between exterior panels are to be covered by a trim strip for finish and extra sealing.

The windows are all to be installed with sealants to prevent leaking during heavy rain and automatic bus washer.

The exterior body panels must not leak during heavy rain and automatic bus washer.

The interior side wall panels shall be made from AZDEL sheets or equals and can be cleaned by wiping, and be serviced or replaced. They shall not deform, such as shrinking or warping, under moisture, and they are mold-resistant, resulting in long term durability.

For the side wall structure, there shall be a layer of insulation foam with R-3.85 between the exterior fiber glass panel and the interior AZDEL sheets or equals to form a sandwich structure; therefore no noticeable drumming, vibration, and flexing shall exist.

For the roof structure, insulation foam with high insulation efficiency must be installed to achieve a minimum R value 7.7.

Repair and Replacement

The skirt structures installed at the bottom of the passenger compartment must be conveniently replaceable in case of damage.

The side fiber glass panels and interior AZDEL sheets or equals shall be replaceable in case of damage.

Rain Gutters

Drip rails shall be provided on both sides of the bus to prevent water flowing from the roof onto the passenger doors and driver's side window, as well as all the side windows in the passenger compartment under accelerating, decelerating, and turning driving conditions.

License Plate Provisions

Standard size US/Canada license plate can be made to mount on the front and rear of the bus. License plate once mounted on vehicle can be cleaned easily. License plate will be illuminated at night or under other dark conditions.

Rub Rails

No rub rails shall be provided by default.

Fender Skirts
Fender skirts that minimize water spray and follow body trim shall be provided. Fender skirts must be bolted for easy replacement.

Splash Aprons
Splash aprons with coated steel reinforcement shall be provided. Splash aprons shall be bolted for easy replacement.

Front Bumper
The front bumper shall be the unmodified OEM bumper and conforms to all standards which the OEM conforms to.

Rear Bumper
The rear bumper shall be designed with sufficient strength to withstand low speed rear impacts – with 5 mph rear impact, no visible permanent deformation will be observed. It shall be a maintenance free design which prevents unauthorized standees from riding on the bus.

Finish and Color
All exterior surfaces shall be smooth and free of wrinkles and dents.

Exterior of the bus shall be white color by default. The white paint on the driver cab shall be carried over from OEM chassis, and the rest exterior fiber glass panels shall have class A smooth finish with white color via white gel-coat – free of visible dirt and imperfections.

Decals, Numbering, and Signing
Decals including emergency exit signs, maximum capacity signs, bus height clearance signs, watch your step signs, no smoke signs shall be applied to the interior of the bus in the appropriate locations. Others can be added upon request.

The exterior shall have “stops at rail road crossing” signage visible to following traffic.

Exterior Lighting
All exterior lights shall be auto grade LED lights that are designed to prevent entry and accumulation of moisture or dust. Design of exterior lights shall meet FMVSS 108 requirements.

Backup Light/Alarm
Vehicle shall have backup light and alarm.

Doorway Lighting
Shall have ingress light that meet APTA requirements.

Turn Signals
Shall have turn signals that comply with FMVSS 108.

Headlights
OEM components.

Brake Lights
Shall have standard brake lights as well as high mount brake lights that comply with FMVSS 108.

INTERIOR PANNELS AND FINISHES

General Interion Panels

All the interior materials shall comply to the fire inflammability requirement defined by FMVSS 302.

The interior trim panels shall be sufficiently fastened to avoid rattling; thermal formed Acrylonitrile butadiene styrene (ABS) plastic panels shall be used for the interior trim panels and the air duct channels.

All the interior trim panels and air duct must be serviceable or replaced easily.

Modesty Panels

Sturdy divider panels shall be installed to act as both a physical and visual barrier for seated passengers. They shall be installed at the bottom parts of the stanchion structure which is constructed by circular stainless steel tubes. A modesty panel structure between the driver and the left side (road-side) front passenger seat shall be provided; the top part shall be a 0.5" thick smoky/tinted PLEXIGLAS panel, and the bottom part HDPE panel.

Fastening

Interior panels shall be attached so that there are no exposed unfinished, rough edges or rough surfaces. Fasteners shall be corrosion resistant. Panels and fasteners shall not be easily removable by passengers. The fasteners for the air duct shall be capped for quality finish.

Floor Covering

The floor covering, floor rubber shall have a nonskid walking surface that remains effective in all weather conditions. The floor covering, as well as transitions of flooring material to the main floor and to the entrance and exit area, shall be smooth and presents no tripping hazards. Seams shall be sealed/welded per manufacturer's specifications. The color and pattern shall be consistent throughout the floor covering. The standee line shall be approximately 2 inches wide and will extend across the bus aisle and contrast with the rest of the floor covering.

Interior Lighting in Driver's Area

Driver cab light shall be operated by OEM controls.

Interior Lighting in Passenger and Seating Area

Shall be controlled from the driver's area and shall be LED. Shall provide adequate lighting for passenger compartment.

Vestibules/Doors Lighting

A light shall be installed outside, either over or under the passenger door to illuminate when the door is open. At the bottom of the passenger door, the ramp light shall be also on to illuminate the bottom area – since it is low floor bus, the ramp lights shall be shared by both the passenger door and the ramp entry.

Ramp Lighting

Ramp lighting is provided by following federal regulations.

PASSENGER ACCOMIDATIONS

Passenger Seating

Offered seats must conform to FMVSS standards and allow for the minimum aisle width stated in OVERALL SPECIFICATIONS AND DIMENSIONS.

Seats material shall be D-90 Gray vinyl or fabric Level 5 or greater.

Passenger Assists

Stanchion assists shall be made of finished stainless steel.

Front Doorway

Front doorway shall be fitted with foldable ramp, as well as ADA-compliant stanchion assists made of stainless steel.

Vestibule

Barrier installed between stanchion assists. Bolted from floor to roof. Overhead handrail assists fitted made of stainless steel.

Wheel Housing Barriers/Assists

Rear seats shall be fitted over the wheel housing, no barrier required.

Passenger Doors

Front Door – The front door shall be located curbside just behind the driver's seat under observation over the driver's right shoulder. Door shall be bi-fold style.

Rear Door – Rear door shall be optional on the back wall in lieu of a window. Rear window standard.

Materials and Construction – The front and rear doors shall be constructed of aluminum and glass, and sealed against water ingress to the cabin. Both doors and their attachments are sufficiently strong to be used as an assist for disembarking passengers.

Dimensions – The front door shall be minimum 41" wide and 81" tall. The rear door shall be minimum 36" wide and 58" tall.

Door Height Above Pavement – shall not exceed 12” in height. Vehicles must be able to achieve this requirement without kneeling.

Closing Force – Rear door shall be manually operated. The front door shall be electronically operated and senses obstructions and does not increase force exerted after obstruction is detected. The front door opens and closes slowly and shall not slam closed under any circumstances.

Actuators –The front door actuators shall be independently adjustable and concealed from passenger view and access.

Emergency Operation – Both doors must be to manually open in case of emergency. The front door shall unlock to manual operation via a red emergency disconnect handle in the door header.

Door Control – The front door shall be controlled by a switch in the console of the driver cab.

Door Controller – Door controller shall be in format of rocker switch located in the IP area. Exterior door switch can be provided as an option.

Door Open/Close – Except in the case of emergency, where the emergency disconnect handle is unlocked, the front door shall be under the sole control of the driver.

Accessibility Loading Systems

By default, a wheelchair low-floor bi-fold deployable ramp shall be installed in the passenger entry door on the curb side of the vehicle. The ramp shall be hydraulically driven. Deployment or storage of the ramp

requires no more than 15 seconds. A manual override system shall be located within reaching distance of the passenger entry door step well and permit storing the device in the event of a primary power failure. The manual operation of the ramp shall require less than 35 lbs. of force.

Wheelchair Accommodations
All passenger securement devices shall be stowed off the floor and out of the way when not in use.

Two Forward-Facing Wheelchair Securement Locations shall be installed as close to the wheelchair loading system as practical (See Base Floor Plan), and there shall be parking space and securement system compliant with ADA requirements for a passenger in a wheelchair.

Securement type: Slide n Click with two extra web loops per wheelchair location. Each vehicle shall have an adequate number retractors to correctly secure a wheelchair at all securement locations.

Roof Ventilation/Escape Hatches
Roof hatch shall be provided as options upon customer request.

SIGNAGE AND COMMUNICATION

Passenger Stop Request
Stop request system shall be installed by default.

Destination Signs
Transign Destination or equivalent shall be installed by default. Control of destination sign must be on driver cab roof liner or instrumentation panel (IP) area.

Interior Advertising Displays
Optional advertisement boards with a maximum size 11 inch high by 13 inch wide may be installed on the surface area of the air duct where there is no vent.

Exterior Advertising Displays
Optional advertisement boards may be installed on the surface of the exterior of the bus, though must meet the following: advertising media, frames or supporting structures do not detract from the readability of destination signs and signal lights, and do not compromise passenger visibility. Advertising provisions must not cause pedestrian hazards or foul automatic bus washing equipment, and shall not cover or interfere with doors, air passages, vehicle fittings or in any other manner restrict the operation or serviceability of the bus.

Camera Surveillance System
REI Surveillance System expanded to eight (8) camera locations. If agency chooses to use an alternate surveillance system, manufacturer shall support mounting and electrical prep for that system.

Public Address System
Interior microphone and speakers shall be listed as an option.

Automatic Passenger Counter (APC)
No APC system shall be installed by default. Manufacturer shall support mounting and electrical prep if customer specifies APC system.

Two-Way Radio
No radio handset system shall be provided by default. Manufacturer shall provide electrical prep to customer specified location, including keyed battery, ground and chase tube to the ground plane location for antenna wire.

ALTERNATIVE FUEL ADD ONS:

Proposers shall have additional low to no emission fuel type options available on the submitted order form. Low or no emission options specifications are below.

PROPANE FUEL SYSTEM SPECIFICATION

General Requirements
The vehicle shall be equipped with a dedicated propane (LPG) fuel system designed for transit-duty operation. The system shall be installed by an OEM-approved manufacturer or upfitter and shall maintain full OEM warranty coverage. The propane system shall be fully integrated with the OEM powertrain control module (PCM) and diagnostics architecture, with no separate or standalone controller permitted.

The system shall be EPA certified for the applicable engine family and shall comply with all applicable FMVSS, NHTSA, and NFPA 58 regulations. All components shall be new, unused, and of current production.

Engine Requirements
The engine shall be a dedicated propane-fueled engine meeting the following minimum specifications:

- The engine must be at minimum OEM 7.3L V8 platform with hardened valve and valve seat configuration and include the OEM alternative fuel package (91G or equivalent).
- The propane fuel system shall utilize a dedicated liquid injection system.
- The system shall provide a minimum of 40 usable gallons of propane fuel capacity.
- The propane system shall maintain full integration with OEM diagnostics, OBD systems, and PCM functionality.
- Vehicles equipped with the propane system shall retain equivalent horsepower, torque, towing capacity, and overall performance characteristics as the gasoline-powered configuration.
- Warranty coverage for the vehicle and powertrain shall remain equivalent to the OEM gasoline configuration.

Fuel Storage
The propane fuel system shall provide a minimum of 40 usable gallons of LPG fuel capacity.

The fuel tank shall be specifically designed for LPG service and constructed from a minimum 1/8-inch thick carbon steel shell in compliance with American Society of Mechanical Engineers (ASME) standards.

The fuel tank shall be mounted in the same location as the OEM gasoline tank being replaced and shall utilize OEM mounting hardware and brackets or equivalent approved mounting systems.

The installation shall maintain all required ground clearance and comply with applicable safety and design standards.

Fuel System Integration
The propane fuel system shall be fully integrated with the OEM vehicle systems and shall not interfere with standard vehicle diagnostics or serviceability.

The system shall be designed to ensure safe, reliable operation under transit-duty cycles, including frequent start/stop operation.

Fuel Fill System
The fuel fill system shall be designed to prevent contamination and shall include protection from weather exposure.

Fuel fill nozzle shall be Euro Design.

The fill location shall be ergonomically accessible and suitable for transit fueling operations.

Performance and Compliance
The propane system shall not negatively impact vehicle safety, structural integrity, or operational performance.

Warranty
The propane fuel system shall be covered under OEM-approved warranty provisions. The system shall not void or reduce any OEM vehicle or powertrain warranty coverage.

COMPRESSED NATURAL GAS (CNG)

General Requirements
The vehicle shall be equipped with a fully integrated compressed natural gas (CNG) fuel system designed for transit-duty operation. The system shall be installed by a manufacturer or upfitter with demonstrated experience in medium- and heavy-duty CNG vehicle integration.

The system shall be EPA certified for the applicable engine family, maintain OEM diagnostics and OBD functionality, and be fully integrated with the OEM powertrain control module (PCM). All components shall be new, unused, and of current production.

The system shall comply with all applicable standards including FMVSS 304, ANSI/CSA NGV2, NFPA 52, and 49 CFR Parts 571 and 665.

System Performance
The CNG fuel system shall operate at a nominal pressure of 3,600 psi (248 bar).

The system must be designed for transit-duty cycles, including frequent start/stop operation and extended idle conditions.

The system shall not adversely impact vehicle safety, structural integrity, or serviceability under normal or extreme operating conditions.

Fuel Storage System
The system shall provide a minimum of 50 gasoline gallon equivalent (GGE) usable fuel capacity, unless otherwise specified by the procuring agency.

Cylinders shall be Type III or Type IV construction and shall have a minimum service life of 20 years. All cylinders shall comply with FMVSS 304 and ANSI NGV2 requirements.
CNG cylinders shall have a manufacture date not exceeding 24 months prior to vehicle delivery.

Cylinders shall be mounted within a dedicated, isolated compartment integrated into the vehicle structure. The mounting system shall include structural brackets, load-rated attachment points, and vibration isolation to prevent fatigue and structural stress over the vehicle service life.

Fuel System Components
The CNG system shall include all required components for safe and reliable operation, including: manual and automatic cylinder shut-off valves, pressure relief devices (PRDs), high-pressure regulators, fuel filtration systems, and a defueling system.

All components shall be fully integrated with the OEM PCM and vehicle systems.

Fuel Lines and Fittings
All high-pressure fuel lines shall be constructed of stainless steel tubing or approved equivalent and rated for 3,600 psi service.

Fuel lines shall be properly supported, protected from abrasion, heat, and road debris, and installed with no unsupported sections.

Flexible hoses, where used, shall be approved for CNG service and designed to prevent static buildup where applicable.

Fuel Fill and Defueling Systems
The vehicle shall be equipped with an NGV1 or NGV2 fill receptacle, as specified by the agency, located in an accessible and ergonomic position.

The system shall include a tethered dust cap for all fueling receptacles.

A dedicated defueling system shall be provided, rated for 3,600 psi, allowing safe and controlled defueling operations.

Safety
The CNG system shall include automatic cylinder shutoff functionality in the event of engine shutdown or fault conditions.

Pressure relief devices (PRDs) shall be vented to a safe exterior location.

The system is to be designed to mitigate fuel leaks and associated risks.

Optional safety systems, including methane detection and fire suppression, shall be available if specified by the agency.

Durability
The CNG storage system shall be housed in a dedicated compartment isolated from the passenger cabin by a permanent structural barrier.

The system shall not share airspace with the passenger compartment.

All components shall be accessible from the exterior for inspection and maintenance.

The system must be designed to withstand impact, environmental exposure, and normal transit operating conditions.

Installation Requirements
Installation shall not compromise the structural integrity of the OEM chassis and shall comply with OEM body builder guidelines.

The system shall be designed for ease of inspection, maintenance, and component replacement.

Testing and Validation
The completed system shall be pressure tested to a minimum of 125% of working pressure prior to operation.

The vehicle shall comply with Altoona testing requirements in accordance with 49 CFR Part 665.

Complete documentation shall be provided at delivery, including system schematics, installation drawings, and maintenance manuals.

Warranty
The CNG fuel system shall carry a minimum warranty of three (3) years or 36,000 miles.

CNG cylinders must include documentation supporting a minimum 20-year design life and applicable manufacturer warranties.

ELECTRIC

General Requirements
The vehicle shall be equipped with a fully integrated battery electric propulsion system designed for transit-duty operation. The system shall be OEM-designed or OEM-integrated and shall not compromise the structural integrity or functionality of the base vehicle.

All components shall be new, unused, and of current production. The system shall maintain full integration with OEM vehicle diagnostics, controls, and safety systems.

The vehicle shall comply with all applicable FMVSS, NHTSA, SAE, and federal transit requirements.

Propulsion System

The vehicle shall be powered by an electric propulsion system capable of meeting or exceeding the performance characteristics of the base gasoline configuration, including acceleration, gradeability, and top speed.

The system shall be designed for transit-duty cycles, including frequent stops, extended idle (zero-emission operation), and urban route conditions.

The propulsion system shall incorporate regenerative braking to improve energy efficiency and extend vehicle range.

Energy Storage System (Battery)

The vehicle shall utilize lithium-ion or equivalent advanced battery technology suitable for heavy-duty transit applications.

The battery system shall provide sufficient capacity to meet the agency's daily operating requirements under normal conditions, including auxiliary loads such as HVAC.

The battery system shall be designed for transit service life and support long-term durability consistent with Altoona testing expectations.

Battery systems shall be securely mounted and protected from vibration, impact, environmental exposure, and thermal events.

Charging System

The vehicle shall be compatible with industry-standard charging interfaces (e.g., SAE J1772, CCS, or equivalent as specified by the agency).

The system shall support Level 2 and Level 3 charging as required by the agency.

Onboard charging equipment and all required safety interlocks shall be provided.

As an option, chargers may be purchased. The chargers shall be capable of level 2 and level 3 charging. The option is hardware only and does not include installation.

Thermal Management

The system shall include active thermal management for batteries and critical components to maintain optimal operating temperatures.

Cooling systems shall be integrated with vehicle systems and designed for continuous transit operation.

Safety System

The system shall include protection against overvoltage, overcurrent, short circuits, and thermal runaway.

High-voltage components shall be clearly labeled and isolated in accordance with applicable SAE and safety standards.

Emergency disconnects shall be provided and accessible.

Vehicle System Integration

All propulsion and energy systems shall integrate with OEM vehicle systems, including diagnostics, control systems, and driver interfaces.

Vehicle systems such as hydraulic, cooling, and structural components shall remain compliant with OEM design standards and shall not be negatively impacted by the electric propulsion system.

Performance and Compliance

The vehicle shall meet all applicable EPA, FMVSS, and federal transit safety requirements.

The vehicle shall be designed to meet Altoona testing requirements and structural durability expectations (200,000 miles / 7 years minimum).

The system shall not negatively impact vehicle safety, durability, or serviceability.

Maintenance and Serviceability

The system shall be designed for ease of maintenance and diagnostics.

All major components shall be accessible for inspection and service.

The manufacturer shall provide complete documentation, including schematics, manuals, and diagnostic procedures.

Training shall be provided for agency maintenance and operations personnel.

Warranty

The electric propulsion system shall include a manufacturer's warranty consistent with industry standards.

The battery system shall include a separate warranty of at least 6 years or 75,000 miles.

ADDITIONAL OPTIONS

The following is a list of options/deletions that must be priced out individually from the base price. On the pricing sheet provide place deletion price in (). Additional options list is not exhaustive and vendor may submit additional options with proposal.

Item	Price
Deletion of Power Ramp	$
Add Rear Access Door	$
Add Power Drivers Seat	$
Deletion of Bike Rack	$
Deletion of Video Surveillance System	$
Add Inclement Weather Strobe	$
Add Luggage Rack	$
Deletion of Fare Box	$
Add 15 Pocket on Board Literature Rack National Transit Products or equivalent Model OBICT15P-7004	$

Add Non-Base Seating Options:	$
18 passenger without lift	$
10 + 1 passenger with lift	$
8 + 2 passenger with lift	$
4 + 2 passenger with lift	$
22 passenger without lift	$
6 + 2 passenger with lift	$
10 + 2 passenger with lift	$
4 + 2 passenger with lift	
Seating is standard in base vehicle floor plan.	Only use options below to modify floor plan
Seating – Forward Facing Standard Double	
Seating -	
Add Rear Door with Side Windows includes Ajar Alarm	$
Deletion of Transign, Front, and Side Destination Sign	$
Deletion of Stop Request	$
Add Bluetooth AM/FM radio	$
Delete Bike Rack	$
Add PA System Microphone	$
Additional Speakers (each)	$
Add Grab Rails Yellow (over head)	$
Deletion Driver Stanchion with Modest Panel and plexiglass	$
Add Arm Rest (per position)	$
Q Straint Q1 Restraint System	$
Q Straint Q-8300-SC3 Slide-N-Click (per seat)	$
Add Restraint Storage Pouch	$
Add Paint Bus one (special color) includes Roof	$
Add Black Out Windows	$
Add Paint Skirt	$
Add Custom Stripe 6”	$
Add Custom Graphics	$
Propane Conversion	$
CNG Conversion	$
Electric Conversion	$
Upgrade to base vinyl seats to level 6 cloth seating include seat belt, arms rails, grab rails, & seating material. (per position)	$
Add Blindspot Sensor System	$
Custom Graphics	Quoted Separately

SECTION 2:

SUBMISSION INSTRUCTIONS

REQUEST FOR PROPOSAL REQUIREMENTS:

1. Proposal must be received by 2:00 PM ET on **September 9, 2026**. Proposals received after the due date and time will not be considered.
2. This RFP does not commit MAX to award a contract.
3. MAX assumes no responsibility for errant bid delivery.
4. No email or facsimile proposals will be accepted. All bids must be submitted on BidNet Direct (www.bidnetdirect.com).
5. Questions, comments, or requests for clarification must be submitted in writing. Responses will be posted for all in BidNet Direct and other online postings as an addendum.
6. Proposer agrees to and acknowledges all RFQ specifications, terms and conditions, and indicates ability to by submission of its bid.
7. Submitted proposals shall be valid for at least ninety (90) days.
8. Complete / sign the forms and certifications which are included in this RFP including:
    a. Acknowledgement Form for Terms and Conditions & FTA Required Clauses *(below)*
    b. Certification Regarding Debarment & Suspension *(Section 6)*
    c. Certification Regarding Lobbying *(Section 6)*
    d. Certification Regarding Federal Tax Liability *(Section 6)*
    e. Pre-Award and Post-Delivery Audit Requirements *(Section 6)*
    f. Buy America / Build America *(Section 6)*
    g. Bus Testing Certification *(Section 6)*
    h. Affidavit of Driver Delivery *(Section 6)*
    i. Bidder's Information Sheet *(Section 6)*
    j. Bus Layout Display Document
    k. Pricing Sheet
    l. FMVSS Certification
    m. Three (3) References
    n. Financial Capability Statement
    o. Litigation / Claims Disclosure *(if applicable)*
    p. Exceptions / Deviations Form *(if applicable)*

SECTION 3:
EVALUATION OF PROPOSALS

SELECTION CRITERIA

MAX reserves the right to award the contract to a vendor other than that of the lowest price proposal and to select the most advantageous proposal representing the best value. MAX reserves the right to accept or reject any and all proposals. Proposals will be evaluated and a recommendation made to the MAX Authority Board. Factors to be used in evaluating the proposals are listed below in relevance to importance.

The following categories—listed by rank—are the principal criteria by which proposals will be evaluated. Each category will receive a rating from 1-5 and each category will be weighted as listed below. The proposal with the highest total points will be considered the preferred vendor. Price will be evaluated using the following formula: lowest proposed price divided by the price being evaluated times available points.

1. Vehicle Performance and Technical Specifications (30%)
2. Total Cost of Ownership (30%)
3. Vendor Support & Reliability (20%)
4. Sustainability & Innovation (10%)
5. Dealer/Service Network (10%)

Upon approval of the project award by the MAX Authority Board, the selected vendor will be sent a Notice of Award/Notice to Proceed for approval and signature. The original form is to be returned promptly to MAX and the contractor is to keep a copy of the form. Work may not proceed until the vendor signs the Notice to Proceed. Contracted work will commence after the Notice to Proceed signed has been returned. Non-successful proposers will be notified of the MAX's selection of a vendor.

SECTION 4:
TERMS AND CONDITIONS

DURATION OF PROJECT & AGREEMENT:

The project will commence per contracted term with MAX's Notice of Award/Notice to Proceed.

CONTRACT CHANGES:

Additions, deletions or modifications to this project and agreement may be made only with written agreement between MAX and the selected firm.

DISPUTES:

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under the agreement which is not disposed of by agreement shall be decided by MAX, which shall put its decision in writing and mail or otherwise furnish a copy to the firm. In connection with any appeal proceeding under

this clause, the firm shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute thereunder, the firm shall proceed diligently in accordance with the project agreement and in accordance with MAX's decision.

This clause does not preclude consideration of law questions in connection with decisions provided for in this clause, provided that nothing in this agreement shall be construed as making final the decision of an administrative official, representative or board on a question of law.

GOVERNING LAW:

The Contract must in all respects be governed by, and constructed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent non inconsistent with, or pre-empted by federal law. Contractor shall comply with the applicable state, federal, and local laws and ordinances in providing the Services/Deliverables. Any disputes arising form the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ottawa County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue to the court or on the basis of forum non-conveniens or otherwise. Contractor agrees to appoint agents in the state of Michigan to receive service of process.

INDEMNIFICATION:

The firm agrees to indemnify and hold MAX, its officers, agents, employees and /or trustees, harmless from and against any and all claims or causes of action brought against MAX and from any and all damages, losses, expenses, attorney fees, costs and liabilities sustained by the MAX arising out of any claimed defect in the goods and services provided by the firm. The firms' obligation under this paragraph shall include the obligation to indemnify and hold the MAX harmless for negligence, whether active, passive or concurrent, in the performance of MAX's duties and obligations pursuant to this project and agreement.

COVENANT AGAINST GRATUITIES:

The firm warrants that he/she has not offered or given gratuities (in the firm of entertainment, gifts or otherwise) to any official or employee of the MAX with a view toward securing favorable treatment in the awarding, amending, or evaluating this project and agreement.

ASSIGNABILITY RIGHTS:

The Bidder shall not assign this contract—wholly or in part—without the written consent of the Macatawa Area Express. No assignment shall relieve the Bidder of any obligations under the contract.

LIABILITY INSURANCE:

The firm shall maintain such insurance as will protect it from claims under Worker's Compensation Acts and other employee benefit acts; from claims for damages because of bodily injury, including death, to its employees and all others and from claims for damages to property; any and all of which may arise out of result from the firm's operations under this agreement, or from any subcontractor or anyone directly or indirectly employed by either of them. Proposers shall provide proof of insurance with the submission of their proposal.

LISCENSING & PERMITTING:

The contractor shall be licensed. Additionally, the contractor awarded the project will be required to file any permitting, as required, for this project.

CONTRACT TERM:

The contract between the MAX and the Contractor shall become effective upon signing and shall remain in force until at which time the contract has expired, or until notice of termination in writing is given by the other party as provided herein. MAX reserves the unilateral right to terminate the contract at any time if the successful bidder fails to meet requirements stated in this proposal.

The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations under this contract.

WRITTEN STANDARDS OF CONDUCT:

MAX employees, officers, agents (e.g. City of Holland), or other appointed agents acting on behalf of MAX's interest, immediate family members, and committee or Board members are prohibited from: participating in the selection, award, or administration of a contact supported by FTA funds if a conflict of interest, real or apparent is involved; and soliciting or accepting gifts, gratuities, favors or anything of consequential value from current or potential contractors or parties to sub agreements that could influence purchasing decisions. MAX employees or agents with a potential conflict of interest shall remove themselves from the procurement in question.

TAXES:

MAX is exempt from taxes; however, the Contractor shall pay all taxes required by law. MAX cannot exempt others from tax.

COMPLIANCE WITH LAWS:

The Contractor will comply with all State, Federal, and local laws and regulations.

CANCELLATION FOR CAUSE:

If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of the contract for any reason, then the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from such notice, the failure has not been corrected, the injured party may cancel the contract effective thirty (30) days after notice of cancellation.

MAX reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the MAX without penalty to MAX. MAX shall pay for services rendered up to the point of termination.

Notwithstanding anything to the contrary contained in the contract between the MAX and the successful contractor, the MAX may, without prejudice to any other rights it may have, terminate the contract for

convenience and without cause, by giving thirty (30) days written notice to the successful contractor. If the termination clause is used by the MAX, the successful contractor will be paid by the MAX for all scheduled work completed satisfactorily by the successful contractor up to the termination date set forth in the written termination notice.

CONDITION OF MATERIALS:

It is understood and agreed that any materials delivered to or acquired by the Authority shall be new, of latest design, and in first quality condition, unless specified otherwise.

REJECTION OF SUBMISSIONS/CANCELLATION OF REQUEST FOR PROPOSALS:

MAX reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of MAX. It is also within the rights of MAX to reject proposals that do not contain all elements and information requested in this document. MAX reserves the right to cancel this Request for Proposals at any time. MAX will not be liable for any cost/losses incurred by the Contractors throughout this process, including reimbursement for any costs for the preparation of proposals in response to this RFP.

DISADVANTAGED BUSINESS ENTERPRISE (DBE), EEO AND NON-DISCRIMINATION:

MAX seeks and encourages DBE participation on projects and contracts that use federal funds that have an established DBE goal. MAX is an Equal Opportunity Employer, and does not discriminate on the basis of race, religion, color, sex, national origin, age, or disability. Proposers are required to disclose any sub-contracts for this project that will be completed by certified DBE firms.

WRITTEN PROTEST PROCEDURES:

A written protest must clearly articulate the procedure or decision being protested and the reason(s) for the protest. Any interested party may file a protest with MAX upon one or more of the following grounds: (1) MAX has failed to comply with applicable Federal or State law; (2) MAX has failed to comply with its procurement procedures; (3) MAX has failed to comply with the terms of this solicitation; (4) MAX has issued improperly restrictive or discriminatory specifications.

Proposal protests must be made in writing (electronic submission of protests will not be accepted) and submitted to:

Macatawa Area Express Transportation Authority
171 Lincoln Avenue, Suite 20
Holland MI 49423

All protests must be filed within ten (10) business days of the MAX Authority Board decision. The Executive Director or designee will review the written protest and provide a written response to the protestor.

The protestor can appeal MAX's decision/response to the MAX Authority Board, provided that the appeal is filed with the Executive Director or designee within ten (10) business days of MAX's decision.

In the event of an appeal, the MAX Authority Board will make the final decision on the protest. All protests will be forwarded to the Federal Transit Administration for its information.

PROJECT COORDINATION:

The Contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Contractor shall designate one such person as a Project Manager, and the Project manager shall be deemed to be the Contractor's authorized representative, who shall be authorized to receive and accept any and all communications from the MAX. The MAX shall name a Project Manager who shall be authorized to generate, receive and accept communication as an authorized representative of the MAX. Any work performed and/or goods purchased by the contractor and/or subcontractor outside the scope of work stated in the contract without the prior written approval from MAX's authorized Project Manager shall not be considered part of the contract and will be at risk and cost of the contractor. The Contractor hereby agrees to replace any personnel or sub- contractor, at no cost or penalty to the MAX, if the MAX reasonably determines that the performance of any sub-contractor or personnel is unsatisfactory.

ACCURACY OF WORK:

The Contractor shall be responsible for the accuracy of the work performed and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the MAX will not relieve the Contractor of the responsibility for subsequent correction of errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent acts, errors, or omissions by the Contractor or latent defects in the products sold by the Contractor. The Contractor shall promptly notify MAX upon discovery of any ambiguity and request written clarification; failure to do so shall result in any reasonable interpretation made by MAX being deemed controlling.

MAX may, at its sole discretion, accept a deviation from the requirements of this Contract; however, any such acceptance shall be limited to the specific instance and shall not constitute a waiver, modification, or precedent with respect to any other provision or future performance. MAX expressly reserves the right to require strict compliance with all Contract requirements, including all approved terms and conditions, at any time thereafter notwithstanding any prior acceptance of a deviation.

PRE & POST DELIVERY AUDIT:

The Contractor shall cooperate fully with the Purchaser in completing all required pre-delivery inspections and audits and shall promptly provide any additional documentation reasonably requested to verify compliance.

Final acceptance of vehicles shall occur only after successful completion of inspections, verification of contract compliance, and completion of all required FTA post-delivery audit requirements by the Purchaser. The Purchaser reserves the right to reject any vehicle that fails to meet contract requirements or applicable federal requirements.

FINAL ACCEPTANCE:

Final Acceptance is when the project is completed and functions according to the requirements listed in all previous sections of this document. Any intermediate acceptance of sub-Deliverables does not complete the requirement of Final Acceptance. The State and /or the Ordering Entity have the right to refuse vehicle delivery when the conditions listed above are not met.

APPROPRIATION OF FUNDS:

The initial contract and any continuation contract(s) shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unencumbered funds available to satisfy the MAX's obligations under said contract(s).

DRUG-FREE WORKPLACE:

By submission of a Proposal, the Contractor certifies that the provisions "Drug-free Workplace Act, have been complied with in full. The Contractor further certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during performance of the contract; and

2. Each Contractor who hires a sub-contractor to work in a drug-free workplace shall secure from that sub-contractor the following written certification:

3. As part of the subcontracting agreement with (Contractor's name), (Sub-contractor's name) certifies to the Contractor that a drug-free workplace will be provided for the sub-contractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".

4. The Contractor further certifies that he 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.

PAYMENT TERMS:

Payment shall be made monthly, or at the end of each project, within 30 days of the submittal of a correct invoice for goods received or work performed. If applicable, expenses shall be billed at cost without markup, and must be supported by actual receipts. Mileage and per diem rates, if applicable, shall not exceed the federal rates. Proposers may suggest other payment terms for consideration. Under no circumstances will payment be advanced prior to work or services provided.

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 MAX. 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 MAX. This clause applies to both DBE and non-DBE subcontracts.

Failure of the contractor to comply with this requirement is cause for breach of contract and will be settled according to the terms of the specific contract.

RFP CONSTITUTES BINDING CONTRACT:

The specifications, requirements and terms and conditions contained in this RFP will constitute a binding contract between the Proposer and MAX upon the acceptance of the Proposal by MAX. Any changes to the terms or requirements of this Contract must be documented in the Award of Contract/Notice to Proceed.

SECTION 5:

FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

ACCESS TO RECORDS AND REPORTS

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.

2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.

4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BUS TESTING

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a

copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements.

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information please see the FTA's Buy America webpage at: https://www.transit.dot.gov/buyamerica

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381.

b. to furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of $150,000:

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA."

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Action of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the

Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibit discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in

Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency 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 Contract, 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. Equal Employment Opportunity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). 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.

5. Federal Law and Public Policy Requirements. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in

surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or

materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and 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 forty 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 forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 paragraph (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 forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the 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 and 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 paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

(1) Complies with federal debarment and suspension requirements; and

(2) Reviews the SAM at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of 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 Agency deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

DOMESTIC PREFERENCES FOR PROCUREMENTS

a. The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

b. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

c. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR 184.

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.§ 6201).

FLY AMERICA

a) Definitions. As used in this clause—
1) “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) “United States” means the 50 States, the District of Columbia, and outlying areas. 3) “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencys, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers
International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreignflag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

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

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

PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1) Procure or obtain covered telecommunications equipment or services;
2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and 200.471.

PROMPT PAYMENT

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. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, 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 Agency.

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with any of the following covered Federal actions: 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.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

(1) Award of a Federal contract, grant, or cooperative agreement exceeding $100,000; or

(2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

(1) A Federal contract, grant, or cooperative agreement exceeding $100,000; or

(2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

(1) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

(1) A subcontract exceeding $100,000 at any tier under a Federal contract;

(2) A subgrant, contract, or subcontract exceeding $100,000 at any tier under a Federal grant;

(3) A contract or subcontract exceeding $100,000 at any tier under a Federal loan exceeding $150,000; or,

(4) A contract or subcontract exceeding $100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

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.

Distracted Driving

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 Contract.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of $150,000. 49 U.S.C. § 5323(j)(13).

SOLID WASTES (RECOVERED MATERIALS)

(a) A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

TERMINATION

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

Termination for Default [Breach or Cause] (General Provision)
If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this

contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the 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 the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency 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 Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the 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 Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will 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 the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery 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 Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the 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 Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VIOLATION AND BREACH OF CONTRACT

Disputes:
Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance during Dispute:
Unless otherwise directed by the agencies authorized representative, 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 a reasonable time 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 agencies authorized representative 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 State in which the Agency is located.

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 Agency 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.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

(a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

(b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or

(c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder

TARIFFS, DUTIES, AND TRADE ADJUSTMENTS

The Vendor's pricing submitted in response to this RFP shall be inclusive of all tariffs, duties, import taxes, fees, and similar governmental charges ("Tariffs") in effect as of the date of proposal submission. Except as provided below, the Contract Price shall not be increased due to Tariffs in effect as of that date.

Tariff Increases. In the event that Tariffs applicable to the goods, materials, or components used in a given Purchase Order increase after the date of proposal submission, and the resulting cost impact exceeds ten percent (10%) of the value of that Purchase Order, the Vendor may submit a written request for a price adjustment within thirty (30) days after the increase takes effect. The request shall include:

a. Documentation demonstrating the magnitude of the Tariff increase and its direct cost impact on the affected Purchase Order;
b. Certification that the Vendor has made commercially reasonable efforts to mitigate the impact (e.g., alternate sourcing, domestic substitution where consistent with Buy America requirements); and
c. Itemized cost detail sufficient for MAX to verify the claimed impact.

Upon submission of a request meeting the requirements above, MAX shall not unreasonably withhold approval of a Contract Price adjustment. Any approved adjustment shall be limited strictly to the demonstrable, direct cost impact of the Tariff increase on the affected Purchase Order, and shall exclude profit, overhead escalation, and indirect costs. Any adjustment shall be formalized through a written contract modification executed by both parties before it takes effect.

Tariff Decreases. In the event that Tariffs applicable to the contracted goods are reduced, eliminated, refunded, or otherwise recovered, and the reduction or recovery results in a decrease in the Vendor's actual cost, the Vendor shall notify MAX in writing within thirty (30) days and shall pass through to MAX the full amount of the resulting savings, refunds, rebates, or reimbursements. MAX will direct whether the pass-through is applied as a reduction to remaining Contract payments, a direct reimbursement, or another mutually agreed adjustment to the Contract Price.

Records and Audit. The Vendor shall maintain adequate records demonstrating Tariff costs included in its pricing, and any subsequent Tariff increases, reductions, or recoveries, for the duration of the Contract

and any applicable record retention period thereafter. MAX reserves the right to audit such records to verify compliance with this provision. The Vendor shall ensure that all subcontractors and suppliers comply with the requirements of this clause, including the obligation to pass through Tariff reductions.

SECTION 6:

FEDERAL TRANSIT ADMINISTRATION REQUIRED CERTIFICATIONS

ACKNOWLEDGEMENT FORM FOR TERMS & CONDITIONS

I have received, read, understand, and agree to comply with the Terms & Conditions and the Required FTA Clauses included in the Macatawa Area Express Transportation Authority's Request for Proposal (RFP) for Low Floor Cutaways that was issued August 5, 2026.

I understand that failure to acknowledge or comply with any of these terms, conditions, or requirements will deem our firm unresponsive to this RFP or result in our default of the contract after its execution.

Date: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Name of Firm: _____

Address, City, State: _____

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

As required by U.S. Department of Transportation regulations on Government and Suspension at 49 CFR 29.510, the Contractor 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 anti-trust 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 or otherwise criminally or civilly charged by a government entity (Federal, state, or local) with the commission of any of the offenses listed in paragraph (2) of this certification.

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

The contractor certifies that if it becomes aware of any later information that contradicts the statements of paragraphs (1) through (4) above, it will promptly inform FTA. Should the contractor be unable to certify to the statements of paragraphs (1) through (4) above, it shall acknowledge on its signature page and provide a written explanation to FTA.

_____

Signature of Authorized Individual

_____

Title

CERTIFICATION REGARDING LOBBYING

(Applies to all contracts and subcontracts of $100,000 or more at any tier under a Federal grant.)

As required by U.S. Department of Transportation regulations restricting lobbying at 31 U.S.C. 1352, 2 C.F.R. 200.450, 2 C.F.R. part 200 appendix II (J), 49 C.F.R. part 20, 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, or an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

Signature of Contractor's Authorized Official _____

Name & Title of Contractor's Authorized_____

Date_____

CERTIFICATION FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(This form must be submitted with the contract)

The CONTRACTOR hereby certifies the following:

(A) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(B) Was not convicted of the felony criminal violation under any Federal law within the preceding 24months.

The CONTRACTOR agrees to require all subcontractors to provide this certification and to flow this requirement down to participants at all lower tiers, without regard to the value of any subcontract. The undersigned is authorized to execute this certification on behalf of the CONTRACTOR and certifies on the CONTRACTOR behalf that the information presented is true and correct.

Company Name: _____

Signature: _____

Printed Name: _____ Title: _____

Date: _____

PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. part 663 and submit the following certifications:

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specifications Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

Signature: _____

Printed Name: _____ Title: _____

Date: _____

CERTIFICATION OF BUILD AMERICA, BUY AMERICA (BABA) COMPLIANCE

This form can be used if the contractor does not already have an existing BABA Compliance form.

CERTIFICATION:

I hereby certify that all iron, steel, manufactured products, and construction materials incorporated into the above-referenced project are in full compliance with the (BABA) requirements.

All product data submittals shall include sourcing information, specified as:

(1) city and state of the manufacturer's location within the United States,

(2) item description, which should include the source material being used in the manufacturer's process, and

(3) quantity of the product.

All deliveries shall be audited by the contractor's representative when arriving to the site to verify the material being brought to site matches what was submitted in the submittal form and verify its sourcing is in the United States.

BABA compliance documentation will be submitted with all payment requests.

SUMMARY OF MATERIALS	
TOTAL BABA-APPLICABLE ITEMS	ITEMS WITH DOMESTIC CERTIFICATIONS

SUPPORTING DOCUMENTATION:
All required manufacturer certifications, invoices, and bills of lading are maintained in the project file and are available for audit upon request.

CONTRACTOR NAME			
CONTRACTOR ADDRESS	CITY	STATE	ZIP CODE
AUTHORIZED REPRESENTATIVE NAME (print)	TITLE OF AUTHORIZED REPRESENTATIVE		
AUTHORIZED REPRESENTATIVE SIGNAURE		DATE	

BUS TESTING CERTIFICATION

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

Signature: _____

Printed Name: _____ Title: _____

Date: _____

AFFIDAVIT OF DRIVER DELIVERY

Buses may be driven to the final delivery destination if the following conditions are met:

1. The drivers of the buses are correctly licensed and trained in proper vehicle operation.
2. The dealership accepts all responsibility and liability for buses in transit
3. The request contractor has signed the affidavit below and submitted this with the bid.

The contractor accepts all responsibility and liability for buses in transit and guarantees the buses shall be transported in a safe, proper, and efficient manner.

I under that MAX may cancel the approval of this affidavit at any time during the contract if the contractor fails to meet the above obligations.

Company _____

Name _____ Title _____

Signature _____ Date _____

BIDDERS LIST INFORMATION FORM

A COPY OF THIS FORM IS REQUIRED FOR ALL BIDS, QUOTES, PRIME CONTRACTORS, POTENTIAL SUBCONTRACTORS, AND SUBCONTRACTORS

PLEASE FILL OUT EACH SECTION OF THIS FORM COMPLETELY

PROJECT NAME PROPOSAL SUBMITTED FOR: _____ **DATE:** ___/___/_____

Contractor Information

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip Code: _____

Age of the Firm *(number of years doing business under current name and/or incorporation):* _____

Company Status:

☐ Prime Contractor ☐ Subcontractor

Annual Gross Receipts *(most recently completed/audited year):*

☐ <$500,000

☐ $500,000 - $1 million

☐ $1 million - $3 million

☐ $3 million - $6 million

☐ $6 million - $10 million

☐ Above $10 million

NAICS Code (applicable to each scope of work proposed by the firm in its bid): _____

(NAICS codes can be found at www.naics.com)

Is your company certified in the State of Michigan as a Disadvantaged Business Enterprise (DBE)?

☐ Yes ☐ No