

PUBLIC NOTICE

REQUEST FOR PROPOSAL PORTABLE BUS WASHER PURCHASE AND INSTALLATION

The Macatawa Area Express (MAX) Transportation Authority is issuing a Request for Proposals from qualified portable bus washing firms for the purchase of a portable bus washer which meets our requirements. The project will commence with the award of the project, which is to be completed no later than June 30, 2010.

A full copy of the RFP detailing the project scope and our requirements is available by contacting the MAX at the address and phone below. One original and three copies of the proposal must be submitted to the address below by the deadline of noon (EDST) April 9, 2010:

**MAX Bus Washer RFP
171 Lincoln Ave., Ste. 20
Holland, MI 49423
(616) 928-2475
g.adler@catchamax.org**

Questions regarding the proposal will be accepted via email (g.adler@catchamax.org) only at the address specified in the RFP until noon (EST) Monday, March 22, 2010. Answers to submitted questions will be emailed and shared via email with all firms submitting questions at least 3 days prior to the submission deadline.

The MAX Transportation Authority Board reserves the right to postpone, accept, or reject any and all proposals, in whole or part, on such basis as MAX deems to be in its best interest to do so. No proposal may be withdrawn for at least 60 days after the deadline for receipt of proposals.

All proposals shall be subject to and comply with all applicable federal, state and local laws. MAX is an equal opportunity employer.

Macatawa Area Express Transportation Authority

**REQUEST FOR PROPOSAL
Bus Washer Purchase and Installation**

SECTION 1 – REQUEST FOR PROPOSAL

The Macatawa Area Express (MAX) Transportation Authority is accepting proposals from bus shelter manufacturers to purchase and install one (1) portable bus washer. The project will commence with the award of the project, and is to be completed no later than June 30, 2010.

Proposals will be accepted at the MAX Administrative Office at 171 Lincoln Ave. Ste. 20, Holland, MI 49423 until **noon (EDST) Friday, April 9, 2010.**

One original and three (3) copies of the proposal shall be submitted. All costs associated with the preparation and submission of proposals is the responsibility of the firms responding to this RFP. No proposal may be withdrawn for at least sixty (60) days after the deadline for submissions. Late proposals will not be accepted.

Questions regarding the proposal will be accepted via email only until noon (EST) Monday, March 22, 2009 at this address: **g.adler@catchamax.org**. Answers to submitted questions will be emailed and shared via email with all interested firms at least 3 days prior to the submission deadline (April 5, 2010).

The MAX Transportation Authority Board reserves the right to postpone, accept, or reject any and all proposals, in whole or part, on such basis as MAX deems to be in its best interest to do so.

All proposals shall be subject to and comply with all applicable federal, state and local laws. MAX is an equal opportunity employer.

SECTION 2 – STATEMENT OF WORK

2.1 – Project Description

The selected firm will deliver and install one (1) portable bus washer FOB to 433 E. 24th Street, Holland MI 49423 with the design and specifications detailed in this RFP.

2.2 – Background

MAX is a local transit system that serves the greater Holland and Zeeland area with fixed route and demand response bus service. The transit system was operated by the City of Holland until July 1, 2007, when the MAX Transportation Authority Board assumed management and oversight of the transit system.

2.3 - Project Requirements

- 1) Delivery of Portable Bus Washer**
- 2) Installation of any necessary electrical, plumbing and other work needed to operate the portable bus washer.**
- 3) Minimum of eight (8) hours staff training. Will expect successful bidder to spend one eight hour shift with staff.**
- 4) Minimum 30-day supply of suggested chemicals, cleaning products to be used.**
- 5) Description of warranty offered.**
- 6) Description of local servicing offered.**
- 7) The firm may be required to complete an on site demonstration of the bus washer prior to bid award. MAX will not reimburse any costs to the vendor associated with the on site demonstration.**

SECTION 3 – PROPOSAL REQUIREMENTS

Proposing firms must include the minimum information in their proposals.

3.1- Cover Letter

The proposal must include a cover letter identifying the proposing firm, mailing address, contact person, telephone number, website address, and email address. The cover letter must acknowledge receipt of all addenda issued to the RFP, and be signed by the individual who is authorized to negotiate and execute a contract on behalf of the proposing firm.

3.2 – Proposal

The proposal shall include a listing of the specifications outlined in Attachment 1 of this RFP, as well as associated pricing as outlined in Section 5.

SECTION 4 – EVALUATION OF PROPOSALS

4.1 – Evaluation Criteria

Bids will be opened at noon (EDST) Friday, April 9, 2010. Proposals will be evaluated by the staff of the MAX Transportation Authority according to criteria listed below:

1) Technical Requirements

This set of criteria assesses how well the firm responds to and demonstrates understanding of the RFP.

2) Firm's Capabilities

The firm's history of performance and demonstrated ability in providing the portable bus washers to other organizations will be assessed. It focuses on a review of the proposal, and reference checks.

3) Proposed Costs

This set of criteria assesses the proposed cost of the one (1) portable bus washer and installation costs. It focuses on the costs provided in the proposal, including all government and cooperative agreement pricing, as well as any additional analysis done to determine the total costs.

The criteria as set forth herein for the evaluation of proposals are in random sequence and are not considered in any rank or order of importance.

SECTION 5 – PROPOSAL SHEET

This is a fixed price contract between the MAX Transportation Authority and the firm for the purchase and installation of one (1) portable bus washer. Please complete all requested information, and bid on all items. Incomplete forms may be rejected.

One (1) portable bus washer

Unit price \$ _____ Extended Price \$ _____

Installation of portable bus washer, including all costs.

Unit price \$ _____ Extended Price \$ _____

Project Cost Grand Total \$ _____

SECTION 6 – INSTRUCTIONS TO PROPOSERS

6.1 – Submission of Proposals

Sealed proposals with one (1) original and three (3) copies will be accepted until noon (EDST) Friday, April 9, 2010 at:

MAX Portable Bus Washer RFP
171 Lincoln Ave. Ste 20
Holland, MI 49423

6.2 – Mailing Proposals

Proposals must be received by MAX by the stated deadline above. Postmarks for the deadline are not acceptable as this indicates the date of mailing and handling by the U.S.Post Office. Firms are advised to mail proposals via USPS at least three (3) days prior to ensure receipt by deadline. Expedited courier services, such as FedEx, also may be used to confirm delivery and receipt. Hand delivery also is acceptable and a receipt stamp will be used to verify time and date received. Late proposals will not be accepted.

6.3 – Duration of Offer

Proposals will remain in effect for at least sixty (60) days from the deadline for submission. Offers in effect for less than 60 days will be rejected.

6.4 – Tax Exemption

MAX is exempt from payment of all federal, state and local taxes in connection with this project. Taxes will not be included in submitted proposals and costs. MAX will provide the necessary tax exempt information, if necessary and requested. This does not relieve the selected firm from the responsibility to pay all applicable taxes for goods, services, wages or labor as a result of completing this project.

6.5 – Determination of Successful Bidder

In determining the successful bidder, consideration is given to the evaluation criteria outlined in Section 4 of this RFP. The award of this project will be made to the bidder making the best and most advantageous proposal with price

considered. MAX reserves the right to enter into negotiations with the preferred firm to achieve agreement on the project and price.

6.6 – Proposal Acceptance, Rejection or Postponement

MAX reserves the right to postpone, accept or reject any and all proposals in whole or in part, on such basis as MAX deems to be in its best interest to do so, subject to the rule and regulations of the U.S. Department of Transportation. MAX also reserves the right to accept an original offer or proposal without negotiation or without calling for a “best and final” offer.

SECTION 7 – SERVICES AGREEMENT PROVISIONS

7.1 – Duration of Project and Agreement

The project will commence with MAX’s acceptance of a proposal and notification of the successful bidder and will be completed by June 30, 2010.

7.2 – Project Changes

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

7.3 – Disputes

Except as other 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.

7.4 – 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.

7.5 – Covenant Against Gratuities

The firm warrants that he/she has not offered or given gratuities (in the form 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.

7.6 – Assignability

The terms and provisions of this project and agreement shall be binding upon MAX and the firm and their respective partners, successors, heirs, executors, administrators, assigns, and legal representatives. The rights and obligations of the firm under this agreement may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without the MAX's prior written consent.

7.7 – 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.

SECTION 8 – FEDERAL PROVISIONS

This contract is subject to a financial assistance contract between The City of Holland and the U.S. Department of Transportation. By reason of such participation, the firm is required to agree to and be bound by the following provisions:

8.1 - ENERGY CONSERVATION REQUIREMENTS

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.

8.2 - FEDERAL CHANGES

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

8.3 - RECYCLED PRODUCTS

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

8.4 - NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- (1) The Purchaser 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 Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

8.5 - PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- (1) 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.

(2) 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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) 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.

8.6 - TERMINATION

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

b. 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 Macatawa Area Express Transportation Authority 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 only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Macatawa Area Express Transportation Authority 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 Macatawa Area Express Transportation Authority, 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.

c. Opportunity to Cure (General Provision) The Macatawa Area Express Transportation Authority in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 14 calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the Macatawa Area Express Transportation Authority's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from the Macatawa Area Express Transportation Authority setting forth the nature of said breach or default, the Macatawa Area Express Transportation Authority shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the Macatawa Area Express Transportation Authority from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the Macatawa Area Express Transportation Authority elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the Macatawa Area Express Transportation Authority shall not limit the Macatawa Area Express Transportation Authority remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. 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 Macatawa Area Express Transportation Authority may terminate this contract for default. The Macatawa Area Express Transportation Authority, 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 Recipient.

f. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure 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 provisions of this contract, the Macatawa Area Express Transportation Authority may terminate this contract for default. The Macatawa Area Express Transportation Authority shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete 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 Recipient 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 Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor 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 the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the contractor, within [10] days from the beginning of any delay, notifies the Macatawa Area Express Transportation Authority in writing of the causes of delay. If in the judgment of the Macatawa Area Express Transportation Authority, the delay is excusable, the time for completing the work shall be extended. The judgment of the Macatawa Area Express Transportation Authority shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

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 the Recipient.

g. Termination for Convenience of Default (Cost-Type Contracts) The Macatawa Area Express Transportation Authority may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) 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 Macatawa Area Express Transportation Authority, or property supplied to the Contractor by the Macatawa Area Express Transportation Authority. If the termination is for default, the Macatawa Area Express Transportation Authority 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 Macatawa Area Express Transportation Authority and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the Macatawa Area Express Transportation Authority, 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 Macatawa Area Express Transportation Authority, determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the Macatawa Area Express Transportation Authority, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

8.7 - GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Suspension and Debarment

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

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

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

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

8.8 - PRIVACY ACT

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of the Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or part with Federal assistance provided by FTA.

8.9 - CIVIL RIGHTS REQUIREMENTS

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and 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, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 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.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

8.10 - DISADVANTAGED BUSINESS ENTERPRISE (DBE)

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is .22%. A separate contract goal has not been established for this procurement.

b. The contractor 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 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Macatawa Area Express Transportation Authority deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

8.11 – STATE AND LOCAL LAW DISCLAIMER

The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the Purchaser's procurement documents, the grantees should consult with their local attorney.

8.12 - INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

8.13 - ENVIRONMENTAL PROTECTION

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.* consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 *et seq.*; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

8.14 - ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES (ADA)

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Contractor also 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, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (10) Any implementing requirements FTA may issue.

Date:

Signature:

Company Name:

Title:

ATTACHMENT 1

Macatawa Area Express Transportation Authority

GENERAL SPECIFICATIONS FOR PORTABLE BUS WASHER

Features are as follows:

- Must be capable of washing all buses in the fleet. An inventory of buses is provided as Attachment 2.
- Must be capable of working inside or outside.
- Must be emission-free.
- Operated with minimal effort in two directions.
- Delivery of Portable Bus Washer
- Installation of any necessary electrical, plumbing and other work needed to operate the portable bus washer.
- Minimum of eight (8) hours staff training. Will expect successful bidder to spend one eight hour shift with staff.
- Minimum 30-day supply of suggested chemicals, cleaning products to be used.
- Description of warranty offered.
- Description of local servicing offered.
- The firm may be required to complete an on site demonstration of the bus washer prior to bid award. MAX will not reimburse any costs to the vendor associated with the on site demonstration.