

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 525 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 5**  
 to  
**CONTRACT NO. 071B1300204**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Enforcement Video, LLC, dba WatchGuard Video 415 Century Parkway Allen, TX 75013	Jason Stuczynski	jasons@watchguardvideo.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	(214) 785-2617	7781

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	MSP	Lt. Ronald Gromak	(517) 322-5598	gromakr@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Sue Cieciva	(517) 284-7007	ciecivas@michigan.gov

CONTRACT SUMMARY			
<b>DESCRIPTION:</b> Digital In-Car Video Systems – Michigan State Police			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
February 15, 2011	December 7, 2013	2, 1 year options	December 7, 2016
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45 Days		30 Days ARO	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
One (1) Unit			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$500,001.00		\$0.00	\$500,001.00	
<b>DESCRIPTION:</b> Effective September 16, 2015, the contractor address is changed to: 415 Century Parkway, Allen, TX 75013. All other terms, conditions, specifications, and pricing remain the same. Per contractor request and DTMB Procurement approval.				

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOICE NO. 4**  
 to  
**CONTRACT NO. 071B1300304**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Mobility Transportation Services 42000 Koppnick, #A3 Canton, MI 48187	David Brown	dave@mobilitytrans.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(800) 496-4280	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Amy Nobach	517.335.3282	nobacha@michigan.gov
BUYER	DTMB	Klatra Pickett	517-373-7374	pickettk@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: ACCESSIBLE PASSENGER VEHICLE (APV) - MDOT			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
June 1, 2011	May 31, 2013	1, 1 Year Option	May 31, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45	Delivered	As Directed	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 Year	May 31, 2014
VALUE/COST OF CHANGE NOTICE:		ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:		
\$0.00		\$ 3,374,300.00		
Effective, April 17, 2013, the State hereby exercises one option year. The REVISED Contract expiration date is May 31, 2014.				
All other terms, conditions and specifications remain unchanged.				
Per vendor and agency agreement and DTMB Procurement approval.				

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET    February 16, 2012  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO.3**  
**TO**  
**CONTRACT NO. 071B1300304**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF CONTRACTOR <b>Mobility Transportation Services</b> <b>42000 Koppernick, Suite A3</b> <b>Canton, MI 48187</b>  Email: <a href="mailto:dave@mobilitytrans.com">dave@mobilitytrans.com</a>	TELEPHONE (800) 496-4280 <b>David Brown</b> CONTRACTOR NUMBER/MAIL CODE  BUYER/CA (517) 373-7374 <b>Klatra Pickett</b>
Contract Compliance Inspector: Rob Pearson (517) 335-2572 (Pearsonr1@michigan.gov) <b>Accessible Passenger Vehicle (APV) – Michigan Department of Transportation</b>	
CONTRACT PERIOD: <b>2 yrs. + 1 one-year options</b> From: <b>June 1, 2011</b> To: <b>May 31, 2013</b>	
TERMS <p style="text-align: center;"><b>Net 45</b></p>	SHIPMENT <p style="text-align: center;"><b>As Directed</b></p>
F.O.B. <p style="text-align: center;"><b>Delivered</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
ALTERNATE PAYMENT OPTIONS: <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>One Vehicle</b></p>	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT THROUGH THE MiDEAL PROGRAM; NASPO MEMBER STATES, THEIR POLITICAL SUB-DIVISIONS AND TRANSIT AGENCIES.

**NATURE OF CHANGE(S):**

Effective February 9, 2012, the “repair manual” specification in Appendix A, Section IV, Vendor/Manufacturer Requirements, item 5 is hereby REMOVED. This removal will decrease the base price for the passenger vehicles, as listed within the Appendix B Cost Model/Evaluation Form. The new prices are as stated:

From: Vehicle A \$33,793 with vinyl	To: Vehicle A \$33,293 with vinyl
From: Vehicle B \$33,793 with cloth	To: Vehicle B \$33,293 with cloth
From: Vehicle C \$33,043 w/out fold away seat	To: Vehicle C \$32,543 w/out fold away seat

The attached Appendix A and Appendix B REPLACE the original Appendix A and Appendix B. Please note that the buyer has been CHANGED to Klatra Pickett.

All other terms, conditions, pricing and specifications remain the same.

**AUTHORITY/REASON(S):**

Per request from MDOT and Vendor agreement..

**TOTAL ESTIMATED CONTRACT VALUE REMAINS:    \$3,374,300.00**

**APPENDIX A**  
**MICHIGAN VEHICLE COST MODEL / EVALUATION FORM**  
**ACCESSIBLE PASSENGER VEHICLE (APV)**  
**MODIFIED (4 YEARS OR 100,000 MILES) / PURPOSE BUILT**

**Version Date: 11/2/11**

**Instructions:** Complete each section of the following cost model document. If applicable, provide as much detail as possible, in the evaluation portion, by listing product and model names, sizes, materials used, type, etc. Return completed document with your bid package as this document will be primarily referenced during the evaluation process.

**Failure to complete this document and return with your bid package will result in a bid disqualification.**

<b>Manufacturer:</b>		Eldorado National, Salina KS			
<b>Dealer / Vendor Company Name:</b>		Mobility Transportation Services			
<b>Dealer / Vendor Address:</b>		42000 Koppernick, A3 Canton, MI 48187			
<b>Preparer's Name:</b>					
<b>I</b>	<b>COST MODEL</b>				
	<b>QTY</b>	<b>Description</b>	<b>MiDEAL and Michigan Public Transit Authorities Unit Price (No Fee)</b>	<b>Extended Total (No Fee)</b>	<b>NASPO Member States Unit Price (Includes 1% Fee)</b>
		<b>ACCESSIBLE PASSENGER VEHICLE (APV)</b>			
<b>A</b>	40	3 + 2 passenger vehicle with vinyl fold-away seat covers	\$33,293	\$1,331,720	33,626\$
<b>B</b>	40	3 + 2 passenger vehicle with cloth fold-away seat covers	\$33,293	\$1,331,720	33,626\$
<b>C</b>	20	3 + 2 passenger vehicle, without fold-away seat	\$32,543	\$650,860	32,868\$
	<b>100</b>	<b>Total Contract Units</b>			
<b>D</b>	<b>Options – Alternate Quote Prices</b>				
D.1	25	Paint – 3” stripe	\$200	\$5,000	\$202
D.2	50	Wheelchair Single Point Securement System	\$100	\$5,000	\$101
D.3	50	Foldaway rear seat foot rest	\$250	\$12,500	\$253
D.4	15	Donation Box	\$90	\$1,350	\$91
<b>TOTAL EVALUATION PRICE OF A-F ABOVE</b>					

# EVALUATION FORM

	Item	Product Name and Model	Size, Material, and/or Type
<b>II</b>	<b>CHASSIS SPECIFICATIONS</b>		
A.1	Chassis - Modified	Eldorado Amerivan PT on Chrysler, Dodge Gr. Caravan	
A.2	Chassis – Purpose Built		
B	Wheelbase	121.2"	
C.1	Engine – Modified Chassis	3.6L FLEX FUEL OHV V6 (e-85)	
C.2	Engine – Purpose Built Chassis		
D	Transmission	6-Speed Automatic 62TE	
E	Tilt Wheel / Power Steering	OEM supplied	
F	Alignment	FOUR WHEEL, CERTIFIED - ENC	
G	Gross Vehicle Weight Rating (GVWR)	6050 GVWR	
H	Alternator	160 amp	
I	Battery	600 cold cranking amp	
J	Brakes	Antilock 4-Wheel Disc Brakes	
K	Fuel Tank Capacity	20.0 gal.	
L	Hazard Flashers	STANDARD OEM	
M	Speed / Cruise Control	STANDARD OEM	
N	Shock Absorbers	OEM LOAD LEVELING/HEIGHT CONTROL	
O.1	Suspension – Load Leveling & Height	STANDARD OEM FRONT	
O.2	Suspension – Kneeling System	Not required for ADA	
P	Exhaust	STAINLESS STEEL/MUFFLER	
Q.1	Wheels	16' x 6.5' stl. wheels w/Covers	
Q.2	Tires	225/65R16 BSW All Season	
Q.3	Wheel Covers	Full wheel covers	
R	Windshield Wipers / Horn	STANDARD OEM	
S	Radiator and Coolant System	H.D. COOLING SYSTEM OEM	
T	Fluids	Meets specifications	
<b>III</b>	<b>BODY AND EQUIPMENT SPECIFICATIONS</b>		
A	Bumpers	OEM	
B.1	Doors – Front Driver and Passenger	OEM w/ power locks	
B.2	Doors – Accessible	OEM modified to specifications	
B.3	Doors - Rear	OEM with emergency release w/ decal	
C	Ground Effects (Modified Chassis)	Plastic and painted to match	
D	Interior Panels	OEM, modified to conversion	
E.1	Sub-flooring	3/8" wood with Stainless steel	
E.2	Vehicle Flooring	Altro Transfloor Meta	
F	Gauges	OEM, per specifications	
G	Donation Box		
H	Mud Flaps	Blk. Rubber, ¼" thick	
I	Undercoating / Rust Proofing	Tectyl 121 - B	
J	Interior Mirrors / Sunvisor	Both OEM	
K	Exterior Mirrors	OEM Power mirrors	
L.1	Seating – OEM	OEM, modified to roll out	
L.2	Seating – Fold-A-Way	Freedman feather weight, 3 pt.	
L.3	Seat Belts	3-Point, both OEM & Freedman	
L.4	Grab Handles	OEM	
M.1	Lighting - Exterior	OEM	
M.2	Lighting – Interior	Meets ADA, OEM with Additional L.E. D. lighting at Ramp doorway	
N	Radio	Am/Fm Stereo OEM, 4 speakers	
O	Safety Equipment	5 lb extinguisher, Ref. triangles, Web cutter, 97db B.U. alarm	
P.1	HVAC – Heating	OEM, modified, meets specs.	
P.2	HVAC – Air Conditioning	OEM, modified, meets specs.	
Q	Windows	OEM, Standard tinted	
R	Painting and Paint Codes	OEM and meeting requirements where modified	
S	Mobility Aid Ramp	Meets specifications and exceeds, width is 31"	
T	Electrical	OEM, modified per specs	
U	Equipment mounting	Per specifications	
V	Keys	2 sets with numbers	

W	Rear Defogger	OEM electric rear defogger	
<b>IV WHEELCHAIR SECUREMENT AREA</b>			
A	Wheelchair Securement Area	Meets specifications as shown on attached floorplans	
B	Wheelchair Restraints	Q-8100 (DLX.) or Q-8300 (Max) systems, Agency choice	
C	Restraint Storage System	Under fold-away seat, Pouch or dedicated storage unit. Agency choice and floorplan influenced	
<b>V OPTIONS – ALTERNATE QUOTE PRICES</b>			
A.1	Paint- One Stripe	3" wide painted stripe	
A.2	Paint – Different Full Body	Many choices of OEM colors	No extra charge
B.1	Fold-A-Way Deduction	Deletion credit noted on Schedule A	
B.2	Wheelchair Storage Pouch	Included as standard	
C	Smooth Anti-Slip Flooring	Included as standard	
D	Wheelchair Single Point Securement	Cost shown on Schedule A	
<b>VI VENDOR / MANUFACTURER REQUIREMENTS</b>			
A	Vehicle information furnished		YES
B	Manufacturer Quality Control (name/title)		ISO9001 and QVM
C	Purchaser inspection		Always welcomed.
D	Warranty		Documents include in Attachments.
<b>VII BID DOCUMENTS</b>			
			<b>Please mark (X) as completed</b>
A	Completed Michigan Vehicle Cost Model / Evaluation Form		X
B	Vehicle floor plans		X
C	Manufacturer's chassis description		X
D	Wheelchair lift manufacturers' specifications		<b>No wheelchair lift specified.</b>
E	Body, chassis, and drive train warranties		X
F	Federal Transit Administration (FTA) Clauses		X
G	Seat covering material flammability and smoke data		X
H	Seat frame salt spray test data		X
I	Seat and seat belt certification		X
J	Wiring and switch certification		X
K	Dealer Agreement		X
L	Altoona Test Report		X
M	Lowered Floor specifications		X
N	<b>Additional Supporting Documents</b>		<b>X</b>
VIII	<b>EXCEPTIONS - List all exceptions in the space below:</b>		
WE HAVE NO EXCEPTIONS. <b>Specifications are exceeded in 2 areas.</b> #1, Ramp is wider – Important for big wheelchairs. #2 Stainless steel subfloor is rust resistant through and through. Some vans use an aluminum <u>coated</u> steel that rusts pretty quickly when the coating wears away.			
IX	<b>BIDDER COMMENTS</b>		

**APPENDIX B  
STATE OF MICHIGAN  
PUBLIC TRANSPORTATION**



**ACCESSIBLE PASSENGER VEHICLE (APV) SPECIFICATIONS**



**Office of Passenger Transportation  
Program Administration Section**

**STATE OF MICHIGAN**  
**Accessible Passenger Vehicle (APV) Specifications**

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**STATE OF MICHIGAN**  
**APPENDIX B - SPECIFICATIONS**  
**ACCESIBLE PASSENGER VEHICLE (APV)**

March 11, 2010

**MODEL-2010 CURRENT NEW**

In these specifications any required approvals shall be made by the State. Wherever brand, manufacturer, or product names are used, they are included only for the purpose of establishing a description of minimum quality of the item. This inclusion is not to be construed as advocating or prescribing the use of any particular brand or item or product. The State must be able to determine whether the bidder's offered product is or is not equal to the product described in the specifications from information (technical data, test results, and the like) contained in the bid. All detailed descriptions and specifications provided in the bid must match the product offered for use in the bid.

**I. PURPOSE OF SPECIFICATIONS:**

These specifications are setting forth the minimum requirements for a two-axle commercial vehicle equipped with a commercial wheelchair ramp. The vehicle must be capable of providing public transportation for a minimum of three (3) ambulatory passengers while accommodating two (2) passengers seated in mobility aids, in addition to the driver. Maximum ambulatory capacity (without a passenger in a mobility aid) is six (6) passengers using fold-a-way seating. As a minimum, vehicles must meet all applicable Michigan Motor Carrier Vehicle Codes, all applicable Federal Motor Vehicle Safety Standards (FMVSS) and the Americans with Disabilities Act (ADA).

Any successful bidder supplying these vehicles shall quick title and deliver the vehicle and the title to the location specified by the State of Michigan, Bureau of Passenger Transportation. Chassis serial number, body number, axle ratio, gross vehicle weight rating (GVWR), seating capacity and paint codes shall be imprinted on a permanent decal(s) or stamped on a metal plate(s) and affixed in the driver's area of the vehicle (location to be approved by the State).

The bidder shall be capable of handling final inspection and corrections required by the State prior to acceptance of the vehicles after a contract is awarded. The successful bidder must be capable of providing parts and service for a period of seven years after the vehicles have been placed in service throughout the State of Michigan. The successful bidder must be able to supply body replacement parts within five working days of a request by a transit agency unless the bidder notifies the transit agency that the part is not available for shipment and provides the shipping date when the part will be available.

Regardless of options and seating plan ordered, the successful bidder shall be responsible for certifying that all vehicles delivered shall not exceed the GVWR of chassis as bid (determined by engineering calculated loaded vehicle axle weights). Manufacturers shall comply with the chassis company's quality vehicle manufacturing program such as Ford's Quality Vehicle Modifier (QVM).

**II. CHASSIS SPECIFICATIONS:**

**A. Chassis:**

**i.) Modified Chassis:**

The base vehicle for the modification shall be a front-wheel drive, commercial minivan (Suggested Source: Dodge Grand Caravan SE with Dodge's Load Level and Height Control Suspension Package). Conversion of a vehicle by modifying the existing sidewalls and floor shall require equivalent construction that maintains OEM structural integrity. All metal components that are added shall be welded by qualified operators

and made corrosion resistant fully undercoating with a non-flammable material or the use of stainless steel material for the service life of the vehicle.

The floor shall be lowered from the front of the dashboard to the rearmost passenger seat to meet minimum ADA door opening height requirement (56”) with a minimum of 58” at the vehicle center of the interior roof. The width of the floor shall extend from side doorsill to side doorsill. There shall be no modification to any portion of the vehicle roof in meeting the ADA door opening requirement. The floor deck may be integral with the basic structure or mounted on the structure securely to prevent chafing or horizontal movement. Suggested Sources: Braun Commercial Entervan, ElDorado National Amerivan, Vantage Mobility.

ii.) **Purpose Built Chassis:**

The vehicle shall be a rear-wheel drive, purposely-built with a body-on-frame architecture to meet or exceed the Americans with Disabilities Act (ADA) vehicle guidelines, along with the modified vehicle specifications (Section II, A, I – Modified Chassis). Suggested Sources: Vehicle Production Group MV-1.

B. **Wheelbase:**

Wheelbase shall be 121”, minimum

C. **Engine:**

- i) Modified chassis – 3.3L V-6 (E-85), minimum
- ii) Purpose built chassis – 4.6L V-8, minimum

D. **Transmission:**

- i) Modified chassis – Six (6) speed automatic transmission
- ii) Purpose built chassis – Four (4) speed automatic transmission with overdrive

E. **Tilt Wheel / Power Steering:**

Vehicle shall be equipped with power steering and a tilt steering column. The steering column shall be adjustable for various up and down positions. The steering gear shall be a full hydraulic assist type.

F. **Alignment:**

The vehicle shall have a four wheel alignment at final point of inspection, just prior to delivery.

G. **Gross Vehicle Weight Rating (GVWR):**

Chassis GVWR: 6,000-lb, minimum

H. **Alternator:**

Vehicle shall be equipped with heaviest duty alternator available.

I. **Battery:**

Vehicle shall be equipped with heaviest duty battery available:  
12 Volt, 600 Cold Cranking Amp (CCA), minimum

J. **Brakes:**

Foundation brakes shall be a power-actuated four wheel disc type or a disc front/drum-type rear, anti-lock braking system. The system shall be the heaviest-duty available for stop and go operation. Brake system shall include a low brake fluid warning system provided by chassis manufacturer.

**K. Fuel tank capacity:**

Vehicle shall be equipped with the largest available from manufacturer. Tank, fuel lines and hardware must meet all current FMVSS, including FMVSS 301, as well as all current EPA requirements. Fuel level remaining in tank shall be calibrated with the OEM dash fuel gauge.

**L. Hazard Flasher:**

The vehicle shall be equipped with OEM hazard flasher switch.

**M. Speed / Cruise Control:**

The vehicle shall be equipped with OEM Speed / Cruise Control.

**N. Shock absorbers:**

The vehicle shall have gas filled shock absorbers front and rear, most heavy duty available from manufacturer.

**O. Suspension:**

i) OEM Load Leveling and Height Control:

The vehicle will retain the complete OEM front suspension and components. Rear suspension must be capable for the payload identified. Spacers may be added to front and/or rear suspension to maintain ground clearance and ADA requirements. There must be a minimum of five (5) inches clearance between the break-over angle position of the vehicle exhaust pipe and level ground.

ii) Kneeling System:

The vehicle shall meet all ADA requirements for entry when a ramp is utilized.

**P. Exhaust:**

Any modification to the exhaust system shall be made with stainless steel.

**Q. Wheels and Tires:**

i) Wheels:

The Vehicle shall be equipped with 16 x 6.5 wheels, minimum. Manufacturer standard mounting

ii) Tires & Jack:

(1) All tires (4) shall be from the same manufacturer and be all season, tubeless, steel radial blackwall. The tires shall be the largest size available from the vehicle manufacturer to meet the GVWR rating.

iii) Wheel Covers:

All vehicles are to be equipped with wheel covers.

**R. Windshield Wipers / Horn:**

Electric wipers shall be two speed, delay style, dual jet washers (electric), with OEM standard arms and blades.

(i) Wiper/washer-rear glass

(ii) Horn: OEM standard

S. **Radiator and Coolant System:**

The vehicle shall be equipped with the maximum size available from the OEM, including the heaviest duty radiator with anti-freeze protection, to -30°F.

T. **Fluids:**

Fluids shall be checked and filled from inside front hood where applicable. Engine oil fill / check, transmission oil fill / check, and coolant fill / check shall be located for easy access.

**III. BODY AND EQUIPMENT SPECIFICATIONS:**

A. **Bumpers:**

The front and rear bumper shall be Original Equipment Manufacture (OEM) bumper.

B. **Doors and Locks:**

i) **Front Driver and Passenger Doors:**

The vehicle shall have standard OEM driver and passenger front doors and power locks.

ii) **Accessible Passenger Doors:**

(1) **Modified Chassis (Sliding Doors):**

The vehicle shall be equipped with manual driver and passenger side (mobility ramp) sliding doors extended to floor level providing 56" minimum entry height. The side passenger sliding door shall be equipped with an interlock system so that the door cannot be opened from the inside or outside when the fuel door is open. The mobility ramp door shall have a minimum usable width of 32 ½", and a maximum of 12" floor-to-ground height. Door extensions shall be constructed of stainless steel. Both sliding doors shall have a mechanism to securely hold doors in open position when vehicle is on a hill. Sliding passenger door tracks must have reinforced guides with an added stop brace to prevent doors from sliding off track. Door tracks shall be reinforced or strengthened beyond OEM standards as needed in all areas of contact with sliding door arms. Reinforcement of the sliding passenger door arms and brackets components shall, at a minimum, be adequate to support the excess weight created by the door extensions. Under normal sliding door closure operations, there should be no evidence of door track flexing or wobbling.

(2) **Purpose Built Chassis (Standard Doors):**

The vehicle shall be equipped with a 36" wide by 56" high side, passenger door. The curbside, accessible, passenger door shall be hinged on the right and swing outward. The street-side passenger door shall be hinged on the left and swing outward. The driver and passenger side doors shall be standard.

iii) **Rear Door:**

The rear cargo door shall be provided with a quick release, manual override mechanism for opening the locked door from inside the vehicle for emergency exit. The locked cargo door override device shall be spring loaded and mounted on the inside of the rear door to prevent its accidental release. A decal shall be provided inside near the quick release mechanism depicting operating instructions.

C. **Ground Effects (Modified Chassis Only):**

Exterior lower body door extensions shall be added to both the driver and passenger sides of the vehicle. Extensions shall be constructed of formed plastic, stainless steel (preferable), or approved equal and painted to match the exterior color of the vehicle.

**D. Interior Panels:**

All interior panels shall be OEM or OEM equivalent. Panel fastening devices shall match the color of the panels. The interior shall provide a pleasant atmosphere, be aesthetically pleasing, and contain smooth finishes without any unprotected sharp edges. The basic vehicle interior shall be gray.

**E. Interior Flooring:**

i) **Sub Flooring:**

The floor deck shall be a minimum of 3/8" A/B plywood of marine grade material, minimum, with sealed edges to prevent moisture intrusion. The floor deck upper surface shall have all cracks and voids filled and the whole surface rough sanded before installing the flooring material. A layer of sealer shall be installed between floor deck edges that butt against structural members and other deck sections to prevent dust and moisture intrusion. Passage holes provided for wiring and hoses in the floor deck shall be thoroughly sealed to prevent dust and moisture intrusion and be sufficiently protected to ensure against wear from friction and the elements. The floor deck, including the sealer, attachments, and coverings, shall be waterproof, non-hygroscopic, resistant to wet and dry rot, resistant to mold growth, and impervious to insects.

ii) **Vehicle Flooring:**

(1) The 1/8" thickness flooring shall be slip and oil resistant. Flooring adhesive shall be oil resistant. Suggested Sources: RCA Rubber Transit-Flor<sup>®</sup>, Rubber Solutions N.A., SMI SpecFlor.

(2) Color of all flooring shall be equal to RCA Rubber Transit-Flor<sup>®</sup> grey (#766) or tan (#777) as requested by the agencies

**F. Gauges:**

i) Chassis (OEM) gauges shall be used in the driver's instrument cluster.

ii) Engine oil pressure gauge / light.

iii) Engine coolant temperature gauge / light.

iv) Fuel gauge.

**G. Mud flaps:(if applicable)**

The vehicle shall be equipped with anti-sail type, when required, are to be plain, rubber 1/4" thick, without advertising on either side.

**H. Undercoating / Rust Proofing:**

The underside of the vehicle, exposed to the elements, shall be treated with an undercoating material except those areas of the OEM chassis where undercoating is not recommended. Suggested source: Tectyl 121-B.

**I. Interior Mirrors / Sunvisors:**

i) **Interior Mirror:**

The vehicle shall be equipped with the OEM standard mirror.

ii) **Sunvisor:**

Windshield sun visor system shall be standard (OEM) chassis visor(s). Suggested source: Manufacture's standard

J. **Exterior Mirrors:**

The vehicle shall be equipped with the OEM standard power remote controlled, heated mirrors.

K. **Seating / Seat Belts / Grab Handles:**

i) **OEM Seating:**

(1) **Driver and Passenger:**

The front driver and passenger seats shall be OEM. The seat base shall be adapted to permit easy roll out for mobility aid access and securement. The seat shall lock and unlock easily from the floor area

(2) **Third Row (Rear) Seating:**

The vehicle shall be equipped with a third row rear bench seat (or equal), must not have a power folding rear seat.

(3) **Material:**

The vehicle shall be equipped with grey OEM cloth seating.

ii) **Fold A-Way Seating:**

The vehicle shall be equipped with forward facing (double) fold-away seat with seat belts and shall be positioned in the wheelchair securement area. (Section IV, Wheelchair Securement Area). Seat locking/latching devices shall be of high quality and be easy to latch and unlatch. Seats must positively latch in the seated and folded position to prevent inadvertent folding or unfolding of the seat. Any support legs resting on flooring shall be non-marring or rest on metal plates flush mounted with flooring. The fold-away seat shall be able to pass FMVSS 210 without having to fasten additional latches or cables. The fold-away seat shall fold against the wall when wheelchair space is required (no further than 17" from wall in the vertical folded position). All seat backs and all seat bottoms of fold-away seats shall be covered with material matching seat cushion color and fabric. Suggested source: American Seating Horizon™ Mid-Back Series; Freedman 3 Point Fold-A-Way; Braun 325-02LW.

(1) **Seat Material:**

(a) Seats shall be covered with cloth-type or vinyl / leatherette material at the ordering agency's option. Cloth-type or vinyl / leatherette shall completely enclose the seat cushion and the seat back. Seat material shall comply with test and performance criteria of the Federal Register dated October 20, 1993 (see Section VII., table1). Seat colors shall match the OEM seats color.

(i) **Cloth:**

1. Cloth-type Woven Requirements (with flame resistant qualities):
2. Minimum weight 23 ounces per linear yard.
3. 50,000 minimum double rubs (ASTM-3597-77 Wyzewbeek Method).
4. Color fastness to light 300 hours minimum (AATCC-16-1977 Carbon Arc.)

5. Comply with California BLT-117

6. All cloth-type woven material except Holdsworth Wool shall be treated with a flame proofing solution following the manufacturer's specifications, No-Flame by Amalgamated Chemical Inc., or equal.

7. Suggested source: Flame Resistant Fabrics by Holdsworth Wool, or LaFrance Mills.

(ii) Vinyl / Leatherette:

1. Seat vinyl / leatherette shall comply with test and performance criteria of the Federal Register dated October 20, 1993 (see Section VII., table1).

2. Suggested source: Flame Resistant vinyl by CMI D-90 or Omnova.

iii) Seat Belts:

(1) All seats shall be equipped with a 3-point restraint system for each designated seating position. Belts shall have:

(a) The latch end of the belt will have an emergency locking retractor. The retractor will be mounted underneath the seat to the seat frame. No lap retractors.

(b) A push button latch release mechanism.

(2) Two universal "Buckle Up" decals approximately 3" by 3" shall be furnished loose with each vehicle. Decals shall indicate that seat belt use is recommended.

iv) Grab Handles:

Grab handles shall be installed on the "A" and "B" pillars. OEM grab handles are acceptable.

L. Lighting:

i) Exterior:

All vehicle lights shall be OEM

ii) Interior:

Overhead and lower lighting shall be installed in the interior center seat row of the vehicle that provides not less than two foot-candles of illumination at the entrance area. This system shall illuminate automatically when the vehicle front or accessible doors are open. All accessory vehicle lighting shall conform to ADA 49 CFR, Part 38, Subpart B. Suggest Source: OEM.

M. Radio:

The vehicle shall be equipped with an AM/FM radio with a minimum of four speakers (two front and two rear). Suggested Source: OEM.

N. Safety Equipment:

i) All safety equipment provided by the manufacturer shall be secured to each vehicle.

ii) The safety equipment shall be:

- (1) One UL listed 5 pound, 2A-10BC dry chemical fire extinguisher. Fire extinguisher shall have a metal head, a gauge to indicate state of charge, and a bracket with strap for securement. Source: Manufacturer's Standard.
- (2) One container of bi-directional emergency reflective triangles that meets FMVSS 125.
- (3) One web cutter shall be provided from the supplier of the wheelchair securement belts for use in an emergency.
- (4) Additional safety items to be provided on each vehicle:
  - (a) A 12-volt 97-db sealed solid state electronic warning alarm that is readily audible from outside the vehicle when transmission is in reverse. The alarm shall: be steam cleanable; have passed a 1 million cycle test; and meet SAE J994, OSHA, Bureau of Mines and all State Regulations. The alarm shall be mounted with bolts and properly grounded in a protected location in the rear of the vehicle (location shall be approved by the ordering agency). Suggested source: OEM standard.

**O. HVAC (Heating & Air Conditioning):**

i) Heating:

- (1) Heating unit shall be automotive in-dash type (OEM or equal) and shall be capable of delivering heat, fresh air ventilation, and air conditioning to the driver's area (maximum BTU rating available). The heater shall have a temperature control valve which can be regulated from the driver's area. The driver's area shall have air circulation in each mode of defrost, heat, fresh air ventilation, and air conditioning.

ii) Air Conditioning:

- (1) The air conditioning system shall be integrated with a compatible in-dash driver's area evaporator unit and compressor (OEM) capable of delivering tempered air for windshield defrosting. The systems shall use refrigerant type R-134A and be warranted from in service date for one full year, minimum.

**P. Windows:**

The vehicle shall be equipped with OEM standard tinted windows

**Q. Painting and Paint Codes:**

i) Painting:

- (1) Standard paint color for all vehicles shall be the manufacturer's pre-finished white exterior panels (OEM white), with other OEM factory colors available upon request. Color scheme on all vehicles shall be provided at the time of ordering.
- (2) Pre-clean and metal prep, any bare metal surfaces prior to applying a compatible red oxide or zinc chromate primer.
- (3) When painting over a manufacturer's standard paint, metal prepping and primer may be omitted, provided an acceptable bond can be achieved

ii) Paint Codes:

- (1) Factory paint codes shall be furnished with all vehicles
- (2) After market painting - both the brand and paint code shall be furnished

R. **Mobility Aid Ramp:**

The vehicle shall be equipped with a manually operated, 80-degree swing-away mobility access ramp which stows vertically and folds and unfolds through the passenger side door. The fold and unfold motion of the ramp must be counter balanced so that the force exerted by the operator does not exceed 15 lbs. The installed ramp shall not obstruct the view of the driver through any vehicle window. The ramp shall have a minimum usable width of 30" and a slope meeting the requirements of ADA, 49 CFR. The ramp surface shall be continuous and made skid resistant through powder coating. It shall have no protrusions from the surface greater than 1/4" and shall accommodate both four-wheel and three-wheel mobility aids. The ramp shall have a capacity of 600 lbs. Each side of the ramp shall have protective barriers at least two (2) inches high to prevent mobility aids from rolling off of the ramp edge. The ramp doors shall be interlocked with the vehicle emergency brake and or transmission to ensure the vehicle cannot be moved when the accessible passenger door is ajar.

S. **Electrical:**

- i) **Wiring:** All wiring passing through holes in metal or non-metal wearing surfaces, which could cause wear of the insulation, shall be adequately protected by rubber or plastic grommets, and/or non-metallic conduit. Ends of all wires shall be adequately anchored to prevent loosening.
- ii) Lift equipped vehicles shall have a circuit breaker with a manual reset in the lift feed circuit. The circuit breaker shall be mounted under the hood, with easy access, in the positive power cable leading to the lift power pack.
- iii) 12 Volt auxiliary outlet

T. **Equipment mounting:**

For equipment mounted on the vehicle cab and chassis, all holes shall be drilled or punched. There shall be no flame cutting or welding on the frame side rails.

U. **Keys:**

The vehicle shall be equipped with two (2) sets of keys with code numbers provided at delivery.

V. **Rear Defogger:**

The vehicle shall be equipped with the OEM standard.

**IV. WHEELCHAIR SECUREMENT AREA:**

- A. The wheelchair securement system shall be installed according to ADA requirements. Securement locations shall be located in two positions: one position shall be next to the driver (side passenger) and the second position shall be in the center of the vehicle behind the driver and passenger seats. The integrated securement system shall restrain the occupant and the wheelchair separately and securely.
- B. Wheelchair securement shall meet these minimum requirements:
  1. Forward facing wheelchair tie down and occupant restraint shall consist of four floor attachment points for the chair and a combination, lap belt/shoulder restraint with manual height adjuster for the occupant per location.

2. Securement floor anchorage points shall be anodized aluminum, stainless steel or other non-corrosive metal construction and consist of aircraft type insert pockets that can be flush mounted with the rubber flooring (Flanged "L" style track with end caps – Suggest Source: Q-Straint Q5-6100-FPD, Sure-Lok 8663). Floor anchorage points for the rear securement space shall be spaced at a minimum of 50" from front to rear. Floor anchorage points shall be located no closer than 8" from a stationary wall or obstruction (forward or rearward) that would hinder an operator from attaching the securement system. Anchorage points can be used for the front tie downs, the rear tie downs, and can be shared by the center run of anchorage track. Width of anchorage track shall be no less than 30" wide allowing for the widest of mobility devices.
3. Securement wall anchorage point for shoulder restraint shall be stainless steel or other aircraft quality non-corrosive metal. Wall anchorage device shall provide vertical adjustment (approximately 12") for differences in height of the secured mobility aid. Wall anchor shall be permanently fastened to the body structure in the wall according to the belt assembly manufacturer's installation instructions.
4. The belt components shall be permanently marked to identify their location as follows: "floor", "lap", or "shoulder". The four belts that attach to the wheelchair from the floor anchorage points shall use a simple speed hook end ("J" or "S" style) for chair attachment and have automatic heavy duty retractors with a hard metal cover and manual knob control. One securement space shall have a fifth retractor to aid in the securement of scooters or difficult mobility devices. All floor attachment belts shall be the same and work in any of the four floor attachment points and be equipped with connector brackets for the lap belt assembly. Automatic self tensioning and self locking retractors with metal covers shall be part of the four floor belt assemblies for automatic belt tensioning. Belt ends with floor anchor attachments shall be easily identified for placement in the floor track.
5. All belt components shall meet ADA requirements and random static testing forces equal to:

Rear Belt Assembly	6,000 lbs. each, minimum
Front belt Assembly	2,000 lbs. each, minimum
Lap Belt Assembly	2,500 lbs. each, minimum
Shoulder Belt Assembly	2,500 lbs. each, minimum
Floor Insert Assembly	6,000 lbs. each, minimum

6. All components shall be installed to the securement manufacturer's recommended specifications.
7. An anchorage single point securement system is optional
8. Suggested sources: Q'Straint Model Q-8100-A1L, Sure-Lok's Retraktor™ Systems for L track: AL 712s-4c.

**C. Wheelchair restraint storage:**

1. Under Fold-away Seat Storage: The system shall be positioned under the fold-away seat at the wheelchair space. Storage system shall:
  - (a) Keep restraints clean
  - (b) Provide easy accessibility to restraints

(c) Restraints shall be stored securely to prevent noise while the vehicle is in motion.

(d) Restraint storage system shall be compatible with the installed securement system (L-Track or Single Point Securement System). Suggested Source: Freedman Tie-Down Storage System

2. Storage Pouch: A storage pouch shall be provided, for vehicles not equipped with a fold-away seat, so that the restraints can be stored off the floor in the vehicle when not in use. Location of storage pouch shall be determined at pilot model inspection.

## **V. ALTERNATE QUOTES (OPTIONS):**

### **A. Paint - Optional Designs:**

i) The vehicle shall have a 3" belt painted stripe (no decals). An example would be: an OEM white vehicle with a 3" belt stripe.

ii) The vehicle shall be painted a full body color, including the roof, other than OEM white. An example would be: a vehicle painted OEM red. Suggested Source: OEM provided colors.

### **B. Smooth Anti-slip Flooring:**

i) The entire passenger area including the wheelchair securement area shall be overlaid with smooth, slip resistant flooring material (in lieu of standard rubber flooring). The resilient sheet flooring system (2.2 mm thickness minimum) shall be a high quality vinyl constructed with aluminum oxide, silicon carbide grains and PVC chips blended in a high quality wear layer with a non woven polyester/cellulose backing with glass fiber reinforced center scrim. Installation of flooring must be done strictly according to the flooring manufacturer's directions using the proper accessories, tools, and adhesives. Suggested sources: Altro Transflor™ Meta, Altro Transflor™ Chroma.

### **C. Wheelchair Single Point Securement System:**

i) A wheelchair single point securement system (in lieu of "L" track anchorage system) shall offer 360 degree directional usage "pucks" and shall be cast stainless steel with a 2 1/2" bolt to be secured to the floor positions. The single point securement system shall meet the same requirements as listed in section (Section IV, Wheelchair Securement Area). except the pucks shall not be shared in the center run of anchorage points (i.e. separate single point securement systems for each wheelchair securement area) and one securement space shall have an additional anchorage puck as to aid in the securement of scooters or difficult mobility devices. This additional anchorage puck shall be centered between the rear anchorages of the largest securement space. Suggested Sources: Q'Straint Slide N' Click, Sure-Lok Solo Floor Anchor System.Restraint Storage System:

### **D. Third Seat Folding Foot Rest:**

A folding foot rest shall be attached to the rear, third row seat. Foot rest shall be heavy-duty, metal construction and painted to complement the interior colors. The foot rest shall be easily deployed and stored.

### **E. Donation Box:**

A donation box shall be mounted and the location approved by the ordering agency. The lockable donation box shall be supplied with two keys. Suggested source: Main Farebox Model C91M

## **VI. VENDOR/MANUFACTURER REQUIREMENTS:**

### **A. Vehicle Information Furnished:**

Vehicle information in this section shall be reviewed at the pre-pilot model review meeting and at final pilot model production. Vehicle information identified by “\*” shall be supplied with each vehicle at delivery. All manuals shall be provided in a hardcopy and an electronic copy (CD or DVD). The vendor/manufacture shall maintain record or proof that all vehicle information was supplied to the ordering agency.

1. Copy of manufacturer's statement of origin for a vehicle.
2. \* Warranty papers for chassis, body, and additional equipment with each vehicle.
3. \* As built drawings showing wiring schematics of all electrical circuits, body, and chassis with each vehicle.
4. \* Operator's manual for vehicle and all add-on equipment with each vehicle.
5. \* Powertrain emission diagnosis manual (If available - for diagnosing drivability, emissions and powertrain control system symptoms) for the first vehicle of each model year and engine type delivered to each transit agency. Suggested Source: Helm Inc.
6. \* Maintenance and inspection schedule incorporating the required maintenance and inspection of the basic vehicle and its subsystems (i.e., wheelchair lift) with each vehicle.
7. \* Standard manufacturer's production option sheet(s)/decal(s) for chassis and body shall be installed in manufacturer's standard location, with no holes or rivets obscuring writing and numbers. Sheet shall include rear axle ratio. A paper copy of the service broadcast sheet for chassis shall also be provided with each bus
8. Certification that the seating floor anchorage and floor fasteners shall meet all applicable FMVSS including FMVSS 207, 208, 209, and 210.
9. \* Proof of vehicle suspension alignment (work order or bill) at final vehicle inspection and with each vehicle. Four wheel alignments shall include adjustments to front and rear suspension and steering parts so that axle alignment, camber, caster, and toe settings are within manufacturer's desired limits.
10. \* Proof of undercoating (warranty) at final vehicle inspection and with each vehicle.
11. \* Front end and rear towing instructions with each vehicle.
12. \* Wheelchair securement product instructions and training program.

### **B. Manufacturer Quality Control:**

Vehicle contractor/manufacture shall provide a plan for quality control during vehicle construction. Vehicle contractor/manufacture shall also provide the name of the chief of quality control for vehicle construction.

The contractor shall establish and maintain an effective in-plant quality assurance organization. It shall be a specifically defined organization and should be directly responsible to the contractor's management and completely independent from production.

The quality assurance organization shall exercise quality control over all phases of production from initiation of design through manufacture and preparation for delivery. The organization shall also control the quality of supply articles. The quality assurance organization shall verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements. The quality assurance organization shall detect and promptly assure correction of any conditions that may result in the production of defective transit vehicles. These conditions may occur in design, purchases, manufacture, tests or operations that culminate in defective supplies, services, facilities, technical data, or standards. The contractor shall maintain drawings and other documentation that completely describe a qualified vehicle that meets all of the options and special requirements of this procurement. The quality assurance organization shall verify that each transit vehicle is manufactured in accordance with these controlled drawings and documentation.

The contractor shall ensure that all basic production operations, as well as other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based on the documented work instructions, adequate production equipment, and special work environments if necessary. A system for final inspection and test of completed transit vehicles shall be provided by the quality assurance organization. It shall measure the overall quality of each completed vehicle. A system shall be maintained by the quality assurance organization for identifying the inspection status of components and completed transit vehicle. Identification may include cards, tags, or other quality control devices. Inspection stations shall be at the best locations to provide for the work content and characteristics to be inspected. Stations shall provide the facilities and equipment to inspect structural, electrical, hydraulic, and other components and assemblies for compliance with the design requirements. Stations shall also be at the best locations to inspect or test characteristics before they are concealed by subsequent fabrication or assembly operations. These locations shall minimally include, as practical, under-body structure completion, body framing completion, body prior to paint preparation, water test before interior trim and insulation installation, engine installation completion, under-body dress-up and completion, vehicle prior to final paint touch-up, vehicle prior to road test, vehicle final road completion and presentation to resident inspectors. Tests shall be performed by the manufacturer to ensure that the unit is dustproof, water-tight, fumeproof, and that all vehicle fluids are per specifications. The quality assurance organization shall be responsible for presenting the completed vehicle to the resident inspectors. Sufficiently trained inspectors shall be used to ensure that all materials, components, and assemblies are inspected for conformance with the qualified design.

The State may be represented at the contractor's plant by resident inspectors. They shall monitor, in the contractor's plant, the manufacture of transit buses vehicles under this procurement. The contractor shall provide office space for the resident inspectors in close proximity to the final assembly area. This office space shall be equipped with desks, chairs, outside and interplant telephones, and other items sufficient to accommodate the resident inspector staff. Inspectors shall have lifting equipment available for raising vehicles for under vehicle inspections.

**C. Purchaser Inspection:**

The purchaser reserves the right and shall be at liberty to inspect all material and workmanship at all times during the progress of the work, and shall have the right to reject all material and workmanship which do not conform to the specifications or accepted practice. Where a resident inspector is used, upon the request to the quality assurance supervisor, the resident inspectors shall have access to the Contractor's quality assurance files related to this procurement. These files shall include drawings, material standards, parts lists, inspection processing and records, and record of defects.

**D. Warranty:**

Warranty shall become effective on the date the vehicle is placed into service based upon agency notice to contractor. Warranty service performed at the manufacturer's facilities at the manufacturer's request shall have all costs covered by the manufacturer. Warranty for the vehicle shall be the following as a minimum:

- (1) Three (3) years/36,000 miles on chassis.
- (2) Five (5) years/75,000 miles on powertrain.
- (3) Three (3) years on body structure, exterior and paint.
- (4) Eighteen (18) months on ramp.
- (5) Manufacturer's standard warranty of one (1) year 12,000 miles, minimum, on other add-on components and items.
- (6) The chassis, body, and all add-on components shall be warranted by the successful contractor.

## **VII. BID DOCUMENTS:**

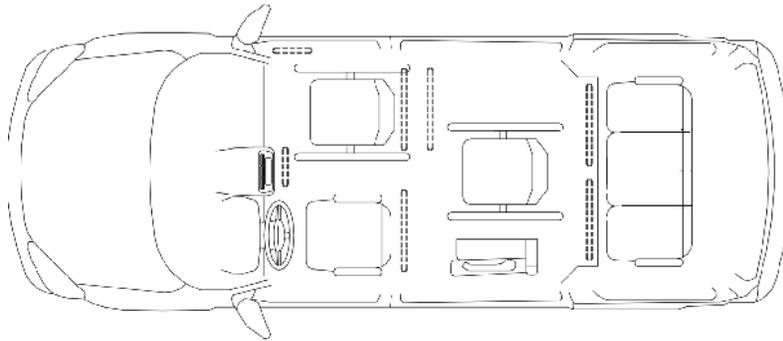
### **The bidder shall supply a copy of the following documents with the bid quotation:**

- a) The Michigan Vehicle Cost Model / Evaluation Form completed in detail.
- b) A floor plan of the vehicle shall be provided indicating dimensions and showing the interior layout of the vehicle. The plan shall include wheelchair placement, engineering calculated loaded vehicle axle weights, and be drawn to scale for all configurations.
- c) A description of the manufacturer's chassis (specifications).
- d) All bidders – if applicable - must supply manufacturer's technical specifications for wheelchair lifts and wheelchair restraints. Manufacturer's sales literature is acceptable if it contains the technical specifications.
- e) The warranties for body, chassis, and drive train.
- f) The required Federal Transit Administration (FTA) clauses shall be attached to bid quotation.
- g) The technical data sheet including flammability and smoke emissions for the seat covering material supplied.
- h) Seat frame Salt Spray, humidity and impact resistance tests' results
- i) Certification test data showing that the seats, the seat belts, and the installation are in compliance with FMVSS-207, 208, 209, and 210 where applicable for the vehicle model being offered in this bid.
- j) Certification that the wiring and the switches for air conditioning and all add-on components are adequate to withstand transient loads expected.
- k) A copy of the dealer agreement between the Vehicle Conversion Manufacturer and the designated dealer.

- l) ALTOONA TEST REPORT: (If applicable) Modified chassis manufacturer only shall provide the Altoona test report of this vehicle at time of bid (4 years or 100,000 Miles).
- m) Modified chassis bidders must submit a description of the lowered floor material, design and construction.

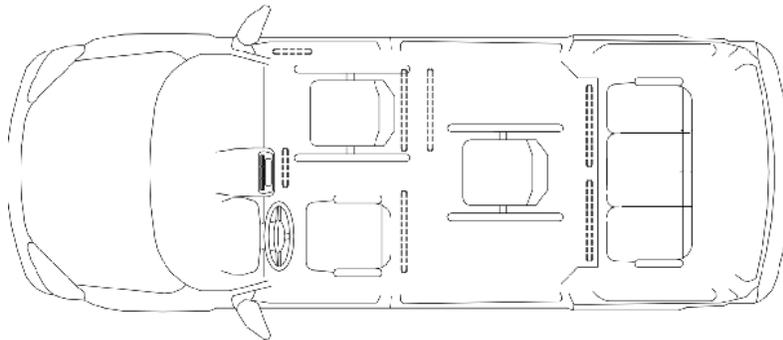
**VIII. FLOOR PLANS:**

A.



3+2 Accessible Passenger Vehicle with ramp and one double fold-away seat (cloth or vinyl).

B.



3+2 Accessible Passenger Vehicle with ramp (less double fold-away seat).

**STATE OF MICHIGAN**  
**DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET** September 27, 2011  
**PURCHASING OPERATIONS**  
**P.O. BOX 30026, LANSING, MI 48909**  
 OR  
**530 W. ALLEGAN, LANSING, MI 48933**

**CHANGE NOTICE NO.2**  
**OF**  
**CONTRACT NO. 071B1300304**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF CONTRACTOR <b>Mobility Transportation Services</b> <b>42000 Koppnick, Suite A3</b> <b>Canton, MI 48187</b>  Email: <a href="mailto:dave@mobilitytrans.com">dave@mobilitytrans.com</a>	TELEPHONE (800) 496-4280 <b>David Brown</b> CONTRACTOR NUMBER/MAIL CODE  BUYER/CA (517) 373-6535 <b>William C. Walsh, CPPB</b>
Contract Compliance Inspector: Rob Pearson (517) 335-2572 (Pearsonr1@michigan.gov) <b>Accessible Passenger Vehicle (APV) – Michigan Department of Transportation</b>	
CONTRACT PERIOD: 2 yrs. + 1 one-year options From: <b>June 1, 2011</b> To: <b>May 31, 2013</b>	
TERMS <p style="text-align: center;"><b>Net 45</b></p>	SHIPMENT <p style="text-align: center;"><b>As Directed</b></p>
F.O.B. <p style="text-align: center;"><b>Delivered</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
ALTERNATE PAYMENT OPTIONS: <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>One Vehicle</b></p>	
MISCELLANEOUS INFORMATION:	

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT THROUGH THE MiDEAL PROGRAM; NASPO MEMBER STATES, THEIR POLITICAL SUB-DIVISIONS AND TRANSIT AGENCIES.**

**NATURE OF CHANGE(S):**

**Effective September 23, 2011, the “donation box” specification in Section III Body and Equipment is hereby moved to Section V Alternate Quotes (Options). All other terms, conditions, pricing and specifications remain the same.**

**AUTHORITY/REASON(S):**

**Per request from MDOT (PRF iTRAC C20110901-143244 dated 9/1/11) and Vendor agreement.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS:    \$3,374,300.00**

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PURCHASING OPERATIONS  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

July 19, 2011

**CHANGE NOTICE NO.1**  
**OF**  
**CONTRACT NO. 071B1300304**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF CONTRACTOR <b>Mobility Transportation Services</b> <b>42000 Koppernick, Suite A3</b> <b>Canton, MI 48187</b>  Email: <a href="mailto:dave@mobilitytrans.com">dave@mobilitytrans.com</a>	TELEPHONE (800) 496-4280 <b>David Brown</b>
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-6535 <b>William C. Walsh, CPPB</b>
Contract Compliance Inspector: Rob Pearson (517) 335-2572 (Pearsonr1@michigan.gov) <b>Accessible Passenger Vehicle (APV) – Michigan Department of Transportation</b>	
CONTRACT PERIOD: 2 yrs. + 1 one-year options From: <b>June 1, 2011</b> To: <b>May 31, 2013</b>	
TERMS <p style="text-align: center;"><b>Net 45</b></p>	SHIPMENT <p style="text-align: center;"><b>As Directed</b></p>
F.O.B. <p style="text-align: center;"><b>Delivered</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
ALTERNATE PAYMENT OPTIONS: <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>One Vehicle</b></p>	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT THROUGH THE MiDEAL PROGRAM; NASPO MEMBER STATES, THEIR POLITICAL SUB-DIVISIONS AND TRANSIT AGENCIES.

**NATURE OF CHANGE(S):**

Effective July 15, 2011, Specification Section III, Subsection C “Ground Effects” is hereby **CHANGED** to read “Exterior Lower body door extensions shall be added to both driver and passenger sides of the vehicle. Extensions shall be constructed of formed plastic, stainless steel (preferable) or approved equal and painted to match the exterior of the vehicle”.

Add an equipment option for a folding metal foot rest for the rear OEM seat and shall be painted to match the vehicle.

Cost of the decorative plastic exterior panel is \$400 per vehicle.

Cost of the foot rest is \$250.00 per vehicle.

**AUTHORITY/REASON(S):**

Per request from MDOT (PRF iTRAC C20110630-101549 dated 6/30/11) and Vendor agreement.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$3,374,300.00**

**STATE OF MICHIGAN**  
**DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET**  
**PURCHASING OPERATIONS**  
**P.O. BOX 30026, LANSING, MI 48909**  
 OR  
**530 W. ALLEGAN, LANSING, MI 48933**

June 16, 2011

**NOTICE**  
**OF**  
**CONTRACT NO. 071B1300304**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF CONTRACTOR <b>Mobility Transportation Services</b> <b>42000 Koppernick, Suite A3</b> <b>Canton, MI 48187</b>  Email: <a href="mailto:dave@mobilitytrans.com">dave@mobilitytrans.com</a>	TELEPHONE (800) 496-4280 <b>David Brown</b> CONTRACTOR NUMBER/MAIL CODE  BUYER/CA (517) 373-6535 <b>William C. Walsh, CPPB</b>
Contract Compliance Inspector: Rob Pearson (517) 335-2572 (Pearsonr1@michigan.gov) <b>Accessible Passenger Vehicle (APV) – Michigan Department of Transportation</b>	
CONTRACT PERIOD: 2 yrs. + 1 one-year options From: <b>June 1, 2011</b> To: <b>May 31, 2013</b>	
TERMS <p style="text-align: center;"><b>Net 45</b></p>	SHIPMENT <p style="text-align: center;"><b>As Directed</b></p>
F.O.B. <p style="text-align: center;"><b>Delivered</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
ALTERNATE PAYMENT OPTIONS: <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>One Vehicle</b></p>	
MISCELLANEOUS INFORMATION:	

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT THROUGH THE MiDEAL PROGRAM; NASPO MEMBER STATES, THEIR POLITICAL SUB-DIVISIONS AND TRANSIT AGENCIES.**

**TOTAL ESTIMATED CONTRACT VALUE: \$3,374,300.00**

**STATE OF MICHIGAN**  
**DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET**  
**PURCHASING OPERATIONS**  
**P.O. BOX 30026, LANSING, MI 48909**  
 OR  
**530 W. ALLEGAN, LANSING, MI 48933**

**CONTRACT NO. 071B1300304**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF CONTRACTOR <b>Mobility Transportation Services</b> <b>42000 Koppnick, Suite A3</b> <b>Canotn, MI 48187</b>  Email: <a href="mailto:dave@mobilitytrans.com">dave@mobilitytrans.com</a>	TELEPHONE (800) 496-4280 <b>David Brown</b> CONTRACTOR NUMBER/MAIL CODE  BUYER/CA (517) 373-6535 <b>William C. Walsh, CPPB</b>
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ALTERNATE PAYMENT OPTIONS: <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>One Vehicle</b></p>	
MISCELLANEOUS INFORMATION: <b>THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT THROUGH THE MiDEAL PROGRAM; NASPO MEMBER STATES, THEIR POLITICAL SUB-DIVISIONS AND TRANSIT AGENCIES.</b>  <b>The terms and conditions of this Contract are those of ITB #07111300041, this Contract Agreement and the vendor's quote dated January 4, 2011. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.</b>  <b>Estimated Contract Value: \$3,374,300.00</b>	

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 07111300041. Orders for delivery will be issued directly by the Department of Transportation through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

<b>FOR THE CONTRACTOR:</b>  Mobility Transportation Services <hr/> Firm Name  Authorized Agent Signature David Brown <hr/> Authorized Agent (Print or Type)  <hr/> Date	<b>FOR THE STATE:</b>  Signature Natalie Spaniolo, Acting Director <hr/> Name/Title Purchasing Operations <hr/> Division  <hr/> Date
--	--



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**Appendix H – Transit Authorities**

**Appendix I – Salt Tests**

**Appendix J – EPLS**

**Appendix K – Altoona Test**



## DEFINITIONS

“Days” means calendar days unless otherwise specified.

“24x7x365” means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).

“Additional Service” means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.

“Audit Period” has the meaning given in **Section 2.093**.

“Business Day,” whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.

“Blanket Purchase Order” is an alternate term for Contract and is used in the States computer system.

“Business Critical” means any function identified in any Statement of Work as Business Critical.

“Chronic Failure” is defined in any applicable Service Level Agreements.

“Deleted – Not Applicable” means that section is not applicable or included in this RFP. This is used as a placeholder to maintain consistent numbering.

“Deliverable” means physical goods and/or commodities as required or identified by a Statement of Work

“DTMB” means the Michigan Department of Technology, Management and Budget

“Environmentally preferable products” means a product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.

“Excusable Failure” has the meaning given in **Section 2.214**.

“Hazardous material” means any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).

“Incident” means any interruption in Services.

“ITB” is a generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential bidders

“Key Personnel” means any Personnel designated in **Section 1.031** as Key Personnel.

“New Work” means any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.



“Ozone-depleting substance” means any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

“Post-Consumer Waste” means any product generated by a Business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.

“Post-Industrial Waste” means industrial by-products which would otherwise go to disposal and wastes generated after completion of a manufacturing process, but does not include internally generated scrap commonly returned to industrial or manufacturing processes.

“Recycling” means the series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.

“Reuse” means using a product or component of municipal solid waste in its original form more than once.

“RFP” means a Request for Proposal designed to solicit proposals for services.

“Services” means any function performed for the benefit of the State.

“Source reduction” means any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.

“State Location” means any physical location where the State performs work. State Location may include state-owned, leased, or rented space.

“SubContractor” means a company Contractor delegates performance of a portion of the Services to, but does not include independent Contractors engaged by Contractor solely in a staff augmentation role.

“Unauthorized Removal” means the Contractor’s removal of Key Personnel without the prior written consent of the State.

“Waste prevention” means source reduction and reuse, but not recycling.

“Waste reduction”, or “pollution prevention” means the practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.

“Work in Progress” means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

“Work Product” refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.



## **Article 1 – Statement of Work (SOW)**

### **1.010 Project Identification**

#### **1.011 Project Request**

This Contract is for the Michigan Department of Transportation, Bureau of Passenger Transportation for **accessible passenger vehicles (APV)** with various floor plans

#### **1.012 Background**

This Contract is for the purchase of **APV** by Authorized Local Units of Government, local Public Transit Agencies, and NASPO member states and their political sub-divisions and transit agencies to be used in the provision of public transportation services

### **1.020 Scope of Work and Deliverables**

#### **1.21 In Scope**

This Contract is for an **APV** with various floor plans. Minimum quantities shall be one (1) vehicle up to a maximum of 100 vehicles. The successful Contractor will be required to furnish all such materials and services as may be ordered during the contract period. Quantities specified, are estimates based on prior purchases, and the State is not obligated to purchase in these quantities. Orders for delivery will be issued directly to the Contractor by various authorized Local Units of Government, local Public Transit Agencies and NASPO member states.

Appendix H is a listing of these agencies which are authorized to order from this Contract. The listing shall not limit participation of additional agencies/locations/States as the need may develop at the same prices, terms and conditions. However, written approval for additional agencies/location/States not on the attached list must be received by the Contractor from the Michigan Department of Transportation or the Department of Management and Budget, Purchasing Operations.

### **1.030 Roles and Responsibilities**

#### **1.031 Contractor Staff, Roles, and Responsibilities**

##### **CUSTOMER SERVICE/ORDERING**

**Sales Representation** – Dave Brown will be the Account Manager and Contract Administrator for this Contract. Dave Brown will be the main contact for MDOT personnel as well as any agencies placing orders. Dave Brown may assign agencies placing orders to other Contractor salespersons from time to time. Dave Brown will also be the Contractor team leader in warranty/non-warranty service and/or parts needs. As an owner, Dave can make quick decisions regarding agency requests and needs.

**Orders** - Agencies will be provided an ordering guide that assists not only in the ordering of vans but also with the processing of required paperwork. The agencies can send an order by fax, mail, or e-mail. Orders are then entered on an MDOT contract specific order form. After reviewing the new order MTS sends a fax, or email back to the customer that indicates the van has been ordered and provides a delivery estimate. Orders are “double checked” by Contractor before being built.

**Customer Service** – Contractor has several dedicated and experienced contacts for customers to call with any questions they may have. A list of contacts and their areas of expertise will be provided with each order.

Any supplies and services to be furnished under this Contract shall be ordered by issuance of a purchase order, unless otherwise defined within the Contract. Orders for delivery will be issued directly to the Contractor by various authorized Local Units of Government, local Public Transit Agencies, NASPO member states, their political sub-divisions and transit agencies to be used in the provision of public transportation services.

All purchase orders are subject to the terms and conditions of this Contract. In the event of a conflict between a purchase order and this Contract, this Contract shall control.



## **1.040 Project Plan**

### **1.041 Project Plan Management**

The Contractor will carry out this project under the direction and control of the Michigan Department of Transportation (MDOT), Bureau of Passenger Transportation; authorized local units of government, local public transit agencies, NASPO member states, their political sub-divisions and transit agencies to be used in the provision of public transportation services.

Although there will be continuous liaison with the Contractor team, the client agency's project director will meet monthly as a minimum, with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems that arise.

The Contractor will submit brief written quarterly summaries of progress which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real and anticipated, which should be brought to the attention of the client agency's project manager; and notification of any significant deviation from previously agreed upon work plans. A copy of this report will be forwarded to the named buyer in Purchasing Operations.

Within thirty (30) working days of the award the Contract, the Contractor will submit to the Michigan Department of Transportation, Bureau of Passenger Transportation project manager for final approval a work plan, which must include the following:

- The Contractor's project organizational structure.
- The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposals. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
- The project breakdown showing sub-projects, activities and tasks, and resources required and allocated to each.
- The time-phased plan, in the form of a graphic display, showing each event, task, and decision point in your work plan.

### **1.042 Reports**

The Contractor shall be able to provide various reports, when requested. Examples include itemized report of total items (commodities and services) purchased by all agencies or individual agencies, open invoice reports, delivery compliance reports, services compliance reports etc.

Contractor must submit reports of purchasing activities to DTMB Purchasing Operations on a quarterly basis for all purchases made by MiDEAL program members (authorized local units of government), NASPO Member States, their political sub-divisions and transit agencies Reports shall include, at a minimum, an itemized listing of purchasing activities by each agency, with the agency name, order date, factory start date, factory completion date, delivery date, and the total value of purchases for each agency, and a grand total of all purchases.

## **1.050 Acceptance**

### **1.051 Criteria**

The following criteria will be used by the State to determine Acceptance of the Services or Deliverables provided under this SOW:

#### **PRODUCTION SCHEDULE**

For the delivery of all units that may be released against the Contract the following shall apply:



**Pre-Pilot Model Review Meeting at the Manufacture Facility**, or at a mutually agreed upon location, shall be conducted within thirty (30) calendar days from the date of the Purchase Order/Contract Release Form.

**Delivery of Chassis to the Body Contractor**, shall be within one hundred (120) days.

**Pilot Model Inspection Meeting at the Contractors Facility**, or a mutually agreed upon location, shall be within sixty (60) calendar days, after the delivery of the Chassis to the Body Contractor.

**Pilot Model Inspections and Approvals**, shall be completed by the State and/or receiving agency within thirty (30) calendar days after delivery of the pilot model by the ordering agency.

**Exact Delivery Due Dates**, will be determined by the delivery schedule, plus (+) seven (7) calendar days from issue dated indicated on the Purchase Order/Contract Release Form. Delivery shall be at the rate of one (1) unit per week minimum until completion of the Purchase Order/Contract Release Form.

#### **VEHICLE OPERATING INSTRUCTIONS**

Instructions, either graphic or audio-visual (DVD), for operating the VEHICLE shall be included with the first VEHICLE delivered to each agency. The instructions shall clearly identify the controls, switches, gauges, and other instructions that VEHICLE drivers and/or operators use while the VEHICLE would be in service. Instructions shall also be included for the operation of the Lift Interlock System, entrance door, and vehicle engine compartment fluid level fill and check areas.

#### **PRE-DELIVERY SERVICE AND CONDITIONS**

Prior to delivery, each VEHICLE shall be serviced and inspected by the dealer or his agent. At a minimum, this pre-delivery service shall cover the specifications listed in the Michigan Department of Transportation Specifications. A copy of the Contractor's inspection and service check, including the Contractors and vehicle identification, check off of service and inspection performed and service manager's signature shall be furnished with each VEHICLE delivered. The VEHICLE crank case, differential and transmission shall be filled to the manufacture's recommended capacity and fuel tank shall have a minimum of one-half of a tank of fuel when the VEHICLE arrives at the delivery destination. The VEHICLE shall be clean and free from defects when delivered.

Each unit shall have an initial fill of windshield washer solution with solvent giving winter protection.

The receiving departments and/or agencies have been instructed to make immediate inspection on receipt of units and to process payment documents promptly. Payment documents; however, will be delayed if the VEHICLE fails to comply with specification requirements. Therefore, we wish to impress on Contract dealers that close pre-delivery inspection in accordance with specifications be made.

#### **1.052 Final Acceptance**

Final Acceptance is when the project is completed and functions according to the requirements listed above. Any intermediate acceptance of sub-Deliverables does not complete the requirement of Final Acceptance.

**The Michigan Department of Transportation (MDOT), Bureau of Passenger Transportation; authorized local units of government; local public transit agencies and NASPO member states have the right to refuse VEHICLE delivery when the conditions listed above are not met.**

#### **1.060 Pricing**

##### **1.061 Pricing**

See appendix B for pricing for this Contract.

Contractor's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for an expense at the State's current travel reimbursement rates. See [www.michigan.gov/dmb](http://www.michigan.gov/dmb) for current rates.



**State Administrative Fee**

The Contractor must collect an Administrative Fee on sales transacted to **NASPO member states, their political sub-divisions and transit agencies, and MiDEAL members (excluding Authorized Michigan Transit Agencies) under this Contract.** The Contractor must remit the Administrative Fee in U.S. dollars within 30 days after the end of the quarterly sales reporting period. The Administrative Fee equals one percent (1%) of the total quarterly sales reported. Contractor must include the Administrative Fee in their prices.

The Contractor must remit any monies due as a result of the close-out report at the time the close-out report is submitted to Purchasing Operations.

The Contractor must pay the Administrative Fee by check. To ensure the payment is credited properly, the Contractor must identify the check as an "Administrative Fee" and include the following information with the payment: *Applicable State BPO Number, report amount(s), and reporting period covered.*

**QUARTERLY CHECKS:**

Contractor must forward the check to the following address:

Department of Management and Budget  
 Financial Services – Cashier Unit  
 Lewis Cass Building  
 320 South Walnut St.  
 P.O. Box 30681  
 Lansing, MI 48909

Please make check payable to: State of Michigan

**QUARTERLY REPORTS**

On itemized quarterly reports, each line shall State the BPO (Contract Number), name of the NASPO member states, their political sub-divisions and transit agencies which made a purchase, the item number purchased, the unit cost of the item purchased, the quantity purchased, the sales amount subject to the administrative fee, and the amount of the 1% administrative fee due the State of Michigan.

E-mail Reports to: [mideal@michigan.gov](mailto:mideal@michigan.gov)

Any questions about reports or checks, e-mail the address above.

**1.062 Price Term**

Agency to choose one of the following:

- (X) Firm Fixed Price

Prices quoted are firm for the entire length of the Contract.

Prices are the maximum to be charged for the Contract period with the following exceptions. The State, and other agencies, shall receive the benefit of any decreases in the cost incurred by the Contractor. If changes in the chassis manufacturers OEM standard equipment affect the cost of the VEHICLEs required during the Contract period by more than one hundred dollars (\$100.00), the prime Contractor may request a price revision to reflect the actual cost experienced. The request for a cost increase must be accompanied by evidence from the chassis manufacturer that a change actually affected the prime Contractor's cost. Additionally, it shall be the prime Contractor's responsibility to inform the Michigan Department of Transportation, Bureau of Passenger Transportation; authorized local units of government; local public transit agencies; NASPO member states; and Purchasing Operations in notify of its qualification for price reductions.



If changes in federal regulations affect the cost of the VEHICLE's required during the Contract period by more than one hundred dollars (\$100.00), the prime Contractor may request a price revision to reflect the actual cost increase experienced. The request must be accompanied by evidence that the change actually affected the prime Contractor's cost.

Requests for price changes shall be received in writing at least 30 days prior to their effective date, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the Contract may be cancelled. The continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.

### **1.063 Title Fees**

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

The **Title To** information for all orders will be as follows:

NAME OF AUTHORIZED LOCAL UNITS OF GOVERNMENT AND/OR LOCAL PUBLIC TRANSIT AGENCY

Authorized local units of government and local public transit agencies will be responsible to notify the Contractor to designate the State of Michigan Department of Transportation, Bureau of Passenger Transportation, 425 W. Ottawa, Lansing, Michigan, 48909, as "First Secured Party" on titles of all vehicles purchased locally with state administered grants.

If the State of Michigan modifies the cost of vehicle titles during the Contract period, either the state or the Contractor may request of price adjustment to reflect the actual change.

### **1.064 Tax Excluded from Price**

(a) Sales Tax: For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

## **1.070 Commodity Requirements and Terms**

### **Product Quality**

#### **1.0701 Specifications**

Definite Specifications - All Vehicle's and/or services to be furnished hereunder shall conform to the specifications as noted in the "Request for Proposal" and/or copies of specifications attached. Descriptive literature that contains complete specifications or the complete specifications must be included with alternate bids.

#### **1.0702 Alternate Bids- Deleted- Not Applicable**

#### **1.0703 Research and Development**

Contractor is a recognized leader in Commercial Passenger Van modifications. Contractor consistently review new products and processes and choose the best for our vans.

#### **1.0704 Quality Assurance Program**

Contractor is certified by both ISO9001, and Ford QVM, a certified DBE/TVM and A NMEDA commercial manufacture and NHTSA registered.

**1.0705 Warranty for Products or Services**

Contractor has two individuals responsible for warranty, parts, service, and quality. Debbie Oliver will assist agencies with parts and service regarding non OEM body and accessory parts issues. Mark Travis is perhaps the Midwest's most experienced wheelchair lift mechanic and will assist with Wheelchair lift and tiedown issues as well as chassis. The OEM and component warranties meet the requirements of this contract. Contractor has associations with repair facilities Statewide. In addition, we will allow agencies to do warranty work on their own vans or those of a neighboring agency and will reimburse for labor as provided in the warranties. The chassis and OEM components may be serviced at the closest OEM chassis dealer. Contractor stands ready to send service technicians out into the field should a fleet defect arise. Contractor employees receive ISO9001 and QVM training to insure a quality van is delivered. Warranty procedure information is included with all buses that we deliver.

The prime Contractor will be responsible for all materials and accessories used in the Vehicle's, whether the same is ready made or from an outside source; and this responsibility may not be transferred, conveyed, assigned to any other person, company, corporation or entity without the previous written approval of the State.

Extension of warranty and or other policy adjustments will be considered when constant maintenance is required or if replacement parts prove unsound. The State of Michigan shall expect the manufacturer to have adequate stock of replacement parts available to service State Vehicle's and to make delivery of all replacement parts to their dealers who may service State Vehicle's. The prime Contractor will be required to contact the Michigan Department of Transportation, Bureau of Passenger Transportation; authorized local units of government; local public transit agencies, and NASPO member states within ten (10) after receipt of Contract to arrange procedures concerning the implementation of warranty claims and to designate personnel to handle claims.

The State further expects that warranty service and repairs as well as non-warranty service and repairs will be handled without prejudice

**1.0706 Training**

Contractor discusses training needs with each customer ordering a unit to decide when and how to best to provide the appropriate training. Operational training for both day to day and emergency use is available from delivery personnel at time of delivery. Training videos on Wheelchair lift and Wheelchair tiedowns are provided with each van.

The Contractor shall also provide agency training jointly with the Michigan Department of Transportation, Bureau of Passenger Transportation; local units of government; and local transit agencies as needed during the period covered by the Contract at no additional charge.

**1.0707 Special Programs**

Contractor keeps chassis in stock for fast delivery at no extra cost to the State or Agencies ordering. Contractor will accept Trade Ins at the highest value possible

**1.0708 Security - Deleted****1.0709 Delivery Capabilities****Time Frames**

Contractor agrees to the 210 day delivery terms requested. We will stock chassis ready to be converted for MDOT agency orders. Many orders will be delivered in less than 30 days. on orders where the chassis is ordered at the time of the agency order we expect delivery to still be less than 90 days and to rarely exceed the 120 day mark.



**1.0710 Minimum Order**

The minimum order for this Contract is one (1) unit.

**1.0711 Packaging – Deleted – Not Applicable**

**1.0712 Palletizing- Deleted, Not Applicable**

**1.0713 Delivery Term**

Contractor agrees with the F.O.B. delivery. Contractor will schedule delivery with the ordering agency and drive the van to them at the agreed date and time. Contractor also agrees to pay any agency that would like to pick their van up at our Canton, MI facility the same fees and costs it would cost us to deliver to them.

**DRIVER DELIVERY**

Contractors will be permitted to drive Vehicle's to final destinations in compliance with the "Affidavit for Driver Delivery" attached, however, the affidavit must be completed, submitted, and in the Contract file within Purchasing Operations to be applicable.

Delivery must be made between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday ONLY, Excluding Holidays.

**1.0714 Affidavit for Driver Delivery**

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

1. The drivers of the Vehicle's are correctly licensed and trained in proper vehicle operation.
2. The dealership accepts all responsibility and liability for Vehicle's in transit.
3. The requesting Contractor must sign the affidavit below and submit this with the bid.

The Contractor accepts all responsibility and liability for Vehicle's in transit and guarantees the Vehicle's shall be transported in a safe, proper, and efficient manner.

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

*Dave Brown*

Signed

12/27/2010

Date

President

Title

Mobility Transportation Services

Contractor

**1.0715 Contract Performance**

Indicate if the Bidder has had a Contract terminated for default in the last three years. Termination for default is defined as notice to stop performance which was delivered to the Bidder due to the Bidder's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Bidder, or (b) litigated and determined that the Bidder was in default. If the Bidder has not had a Contract terminated for default, the Bidder must affirmatively state this under "Reason" below.

If no the terminations exist, the Bidder must affirmatively state this.

**Note:** If the Bidder has had a Contract terminated for default in this period, the Bidder must submit full details including the other party's name, address, and phone number Purchasing Operations will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience.

**Termination:** No terminations. Ever.



**1.0716 Place of Performance**

Place of Performance Full address	Owner/Operator of facility to be used	Percent (%) of Contract value to be Performed at listed Location
Salina, KS	Eldorado National	30 %
Canton, MI	Mobility Transportation Services	5%
Various USA Chrysler plants	Chrysler and its suppliers	49% (a unknown amount in MI)
Windsor, Ontario	Chrysler	16% (chassis assembly)

**1.0717 Environmental Requirements**

Energy Efficiency Purchasing Policy – The State shall seek wherever possible to purchase energy efficient products. This may include giving preference to U.S. Environmental Protection Agency (EPA) certified ‘Energy Star’ products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable bids.

Environmental Purchasing Policy – The State of Michigan has committed to encourage the use of products and services that impact the environment less than competing products. This can be best accomplished by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that may be considered in Best Value Purchasing evaluation include: recycled content and recyclability; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bio-accumulative. Bidders able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

I. Recycled Content and Recyclability

A. Recycled Packaging. Bidders may offer some or all of the following items listed below or provide alternative proposal as to how packaging materials can be reduced, eliminated or otherwise made more environmentally preferable. It is desirable that Bidders offer packaging which:

- a. is made from recycled content which meets or exceeds all federal and state recycled content guidelines (currently 35% post-consumer for all corrugated cardboard)
- b. minimizes or eliminates the use of polystyrene or other difficult to recycle materials
- c. minimizes or eliminates the use packaging and containers and, in the alternative, minimizes or eliminates the use of non-recyclable packaging and containers
- d. provides for a return program where packaging can be returned to a specific location for recycling
- e. contains materials which are easily recyclable in Michigan.

All Bidders are requested to indicate below an estimate of the percentage of recycled materials, if any, contained in each item bid. Higher percentages of recycled materials are preferred. Product performance is paramount, whether containing recycled material or not; however, preference will be given to products that perform up to specification and are environmentally preferable without compromising quality.

\_\_\_\_\_ % (Total estimated percentage of recovered material)

\_\_\_\_\_ % (Estimated percentage of post-consumer material)

\_\_\_\_\_ % (Estimated percentage of post-industrial waste)



Certification

I, David Brown (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

D.C.B. (Initial)

II. Materials Identification and Tracking

A. Hazardous Material Identification. 'Hazardous material', as used in this clause, includes any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).

(1) The Contractor must list any hazardous material, as defined in §370.20 (a) of 40 CFR, to be delivered under this Contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this Contract.

Material (if none, enter 'None')	Identification Number
None	

(2) This list must be updated during performance of the Contract whenever the Contractor determines that any other material to be delivered under this Contract is hazardous.

(3) The apparently successful bidder agrees to submit, for each item as required prior to award, a Material Safety Data Sheet for each hazardous material identified in paragraph (1) of this clause. Data shall be submitted in accordance with Section 312 of the federal Emergency Planning and Community Right-to-Know Act, whether or not the apparently successful bidder is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful bidder being considered non-responsive and ineligible for award.

B. Mercury Content. It is the clear intent of state agencies to avoid purchasing products that contain intentionally-added mercury whenever possible. Bidders shall offer mercury-free product alternatives whenever available. Should mercury-free alternatives not exist, as presently is the case with a few select products and devices such as fluorescent lamps or where the alternative is not yet cost competitive, such as dental amalgam, bidders shall offer the lowest mercury content available for a given application. Bidders shall disclose whenever products contain added-mercury by using the following format.

( ) Product contains added-Mercury (attach an explanation that includes: the amount or concentration of mercury and justification as to why this particular product is essential).

In addition, the Bidder shall also ensure that all products to be purchased containing intentionally added-mercury shall be labeled as: "product contains mercury/recycle or dispose of properly." For instances where space constraints limit the amount or size of print, the chemical symbol "Hg" followed by a picture of a trash container with a diagonal line through it shall suffice for labeling requirements.

BIDDERS PLEASE NOTE: Michigan Law Prohibits the sale of mercury-containing thermostats, thermometers, sphygmomanometers (blood pressure monitors) and other types of medical devices. For specific details visit: [http://www.michigan.gov/deq/0,1607,7-135-3307\\_29693\\_4175-160230--,00.html](http://www.michigan.gov/deq/0,1607,7-135-3307_29693_4175-160230--,00.html)

C. Brominated Flame Retardants (BFR). Bidders shall disclose whether the products being offered contain toxic flame retardants. Bidders are encouraged to provide BFR-free alternatives when available.

( ) Product does not contain BFR's



( ) Product does contain BFR's (attach an explanation)

**D. Ozone Depleting Substances**

'Ozone-depleting substance', as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as:

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR part 82, Subpart E, as follows:

'Warning: Contains (or manufactured with, if applicable) \_\_\_\_\_ (insert the name of the substance(s).), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.'

**A. Clean Air and Water**

Vendor certifies that any facility to be used in the performance of this Contract has all the necessary environmental permits and is in consistent compliance with all applicable environmental requirements and has no outstanding unresolved violations.

The Contractor will immediately notify the state, before award, of the receipt of any communication from the Environmental Protection Agency or any state environmental agency, of civil or criminal enforcement for any facility that the Contractor proposes to use in the performance of this Contract.

**B. Emergency Planning and Community Right-to-Know Reporting -** By signing this offer, the bidder certifies that:

(1) The owner or operator of each facility that will be used in the performance of this Contract is in compliance with the filing and reporting requirements described in sections 302, 304, 311, 312 and 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001, et. seq.) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101, et. seq.). EPCRA filing and reporting requirements include emergency planning notification, release reporting, hazardous chemical inventory reporting, and toxic chemical release inventory (TRI) reporting.

(2) The owner or operator of each facility that will be used in the performance of this Contract will maintain compliance with the filing and reporting requirements described in sections 302, 304, 311, 312 and 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001, et. seq.) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101, et. seq.) for the life of the Contract.

\_\_\_\_\_ (Initial)

**1.0718 SubContractors**

Indicate below **ALL** work to be subContracted under any resulting Contract (use additional attachment if necessary; estimates are acceptable):

Description of Work to be sub-Contracted	Percent (%) of total Contract value to be sub-Contracted	Sub-Contractor's name and principal place of Business (City and State)
Conversion work	30%	Eldorado, Kansas

**1.0719 Reports and Meetings****(a) Reports.**

Within thirty (30) days after the Effective Date, the parties shall determine an appropriate set of periodic reports to be issued by Contractor to the State. Such reports may include:

- (i) separately address Contractor's performance in each area of the Services;
- (ii) for each area of the Services, assess the degree to which Contractor has attained or failed to attain the pertinent objectives in that area, including on-time completion and delivery of Deliverables;
- (iii) explain the reasons for any failure to achieve on-time completion and delivery of Deliverables and include a plan for corrective action where appropriate;
- (iv) describe any circumstances that Contractor anticipates will impair or prevent on-time completion and delivery of Deliverables in upcoming reporting periods;
- (v) include plans for corrective action or risk mitigation where appropriate and describe the status of ongoing problem resolution efforts;
- (vi) provide reports setting forth a comparison of actual hours spent by Contractor (including its augmented personnel and SubContractors) in performing the Project versus hours budgeted by Contractor.
- (vii) set forth a record of the material personnel changes that pertain to the Services and describe planned changes during the upcoming month that may affect the Services.
- (viii) include such documentation and other information may be mutually agreed to verify compliance with, and meeting the objectives of, this Contract.
- (ix) set forth an updated schedule that provides information on the status of upcoming Deliverables, expected dates of delivery (or redelivery) of such Deliverables and estimates on timing for completion of the Project.

**(b) Meetings.**

Within thirty (30) days after the Effective Date, the parties shall determine an appropriate set of meetings to be held between representatives of the State and Contractor. Contractor shall prepare and circulate an agenda sufficiently in advance of each such meeting to give participants an opportunity to prepare for the meeting. Contractor shall incorporate into such agenda items that the State desires to discuss. At the State's request, Contractor shall prepare and circulate minutes promptly after a meeting.

**1.080 Additional Requirements**

This Contract will be made available to other NASPO member states in addition to MiDEAL members and transit authorities in the State of Michigan. National Association of State Purchasing Officials (NASPO) member states interesting in utilizing this Contract shall contact the buyer in DTMB, Purchasing Operations.



## **Article 2, Terms and Conditions**

### **2.000 Contract Structure and Term**

#### **2.001 Contract Term**

This Contract is for a period of two (2) years beginning June 1, 2011 through May 31, 2013. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.130**) of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

#### **2.002 Renewal(s)**

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. This Contract may be renewed for up to one (1) additional one-year periods.

#### **2.003 Legal Effect**

Contractor shall show acceptance of this Contract by signing two copies of this Contract and returning them to the Contract Administrator. The Contractor shall not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a Contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against this Contract has been issued.

#### **2.004 Attachments & Exhibits**

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

#### **2.005 Ordering**

As authorized by the Michigan Department of Transportation, Bureau of Passenger Transportation, local units of government, local public transit agencies, and NASPO member states will issue a written Purchase Order to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order apply unless they are also specifically contained in that Purchase Order's accompanying Statement of Work.

#### **2.006 Order of Precedence**

(a) This Contract, including any Statements of Work and Exhibits, to the extent not contrary to this Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.

(b) In the event of any inconsistency between the terms of this Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of this Contract, which may be modified or amended only by a formal Contract amendment.

#### **2.007 Headings**

Captions and headings used in this Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.



### **2.008 Form, Function & Utility**

If this Contract is for use of more than one State agency and if the Deliverable/Service does not meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

### **2.009 Reformation and Severability**

Each provision of this Contract is severable from all other provisions of this Contract and, if one or more of the provisions of this Contract is declared invalid, the remaining provisions of this Contract remain in full force and effect.

### **2.010 Consents and Approvals**

Except as expressly provided otherwise in this Contract, if either party requires the consent or approval of the other party for the taking of any action under this Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

### **2.011 No Waiver of Default**

If a party fails to insist upon strict adherence to any term of this Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of this Contract.

### **2.012 Survival**

Any provisions of this Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of this Contract for any reason. Specific references to survival in this Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

## **2.020 Contract Administration**

### **2.021 Issuing Office**

This Contract is issued by the Department of Management and Budget, Purchasing Operations and Michigan Department of Transportation (collectively, including all other relevant State of Michigan departments and agencies, the "State"). Purchasing Operations is the sole point of contact in the State with regard to all procurement and Contractual matters relating to this Contract. Purchasing Operations **is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contractor Administrator within Purchasing Operations for this Contract is:

William C. Walsh, CPPB, Buyer/Manager  
Purchasing Operations  
Department of Management and Budget  
Mason Bldg, 2nd Floor  
PO Box 30026  
Lansing, MI 48909  
walshw@michigan.gov  
517-373-6535

### **2.022 Contract Compliance Inspector (CCI)**

After DTMB-PurchOps receives the properly executed Contract, it is anticipated that the Director of Purchasing Operations, in consultation with MDOT will direct the person named below, or any other person so designated, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring of this Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract as that authority is retained by DTMB Purchasing Operations.** The Contract Compliance Inspector for this Contract is:



Rob Pearson, Project Manager  
Bureau of Passenger Transportation  
Michigan Department of Transportation  
PearsonR1@Michigan.Gov  
PH: (517) 335-2572  
Fax: (517) 373-7997

### **2.023 Project Manager**

The following individual will oversee the project:

Rob Pearson, Project Manager  
Bureau of Passenger Transportation  
Michigan Department of Transportation  
PearsonR1@Michigan.Gov  
PH: (517) 335-2572  
Fax: (517) 373-7997

### **2.024 Change Requests**

The State reserves the right to request from time to time any changes to the requirements and specifications of this Contract and the work to be performed by the Contractor under this Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the Contractor does not so notify the State, the Contractor has no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable.

Change Requests:

- (a) By giving Contractor written notice within a reasonable time, the State must be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").
- (b) No proposed Change must be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Management and Budget, Purchasing Operations.
- (c) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect this Contract.

### **2.025 Notices**

Any notice given to a party under the Contract must be deemed effective, if addressed to the party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.



State:  
State of Michigan  
Purchasing Operations  
Attention: William Walsh, CPPB, Buyer/Manager  
PO Box 30026  
530 West Allegan  
Lansing, Michigan 48909

*Contractor:*  
David Brown  
42000 Koppnick, Suite A3  
Canton, MI 48187  
(800)496-4280  
(734)453-6708  
**dave@mobilitytrans.com**

Either party may change its address where notices are to be sent by giving notice according to this Section.

#### **2.026 Binding Commitments**

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the table. Contractor may change the representatives from time to time upon written notice.

#### **2.027 Relationship of the Parties**

The relationship between the State and Contractor is that of client and independent Contractor. No agent, employee, or servant of Contractor or any of its SubContractors must be or must be deemed to be an employee, agent or servant of the State for any reason. Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and SubContractors during the performance of the Contract.

#### **2.028 Covenant of Good Faith**

Each party must act reasonably and in good faith. Unless stated otherwise in the Contract, the parties will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

#### **2.029 Assignments**

(a) Neither party may assign this Contract, or assign or delegate any of its duties or obligations under this Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign this Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the Contract. The State may withhold consent from proposed assignments, subContracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its Contractual duties, and the requirement under the Contract that all payments must be made to one entity continues.

(c) If the Contractor intends to assign the Contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.



## **2.030 General Provisions**

### **2.031 Media Releases**

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.

### **2.032 Contract Distribution**

Purchasing Operations retains the sole right of Contract distribution to all State agencies, local units of government, local transit authorities, and NASPO member states unless other arrangements are authorized by Purchasing Operations.

### **2.033 Permits**

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State must pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

### **2.034 Website Incorporation**

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

### **2.035 Future Bidding Preclusion**

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP, it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP.

### **2.036 Freedom of Information**

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

### **2.037 Disaster Recovery**

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract will provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

## **2.040 Financial Provisions**

### **2.041 Fixed Prices for Services/Deliverables**

Each Statement of Work or Purchase Order issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.



#### **2.042 Adjustments for Reductions in Scope of Services/Deliverables**

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

#### **2.043 Services/Deliverables Covered**

For all Services/Deliverables to be provided by Contractor (and its SubContractors, if any) under this Contract, the State shall not be obligated to pay any amounts in addition to the charges specified in this Contract.

#### **2.044 Invoicing and Payment – In General**

The Contractor shall submit two (2) copies of invoices, one (1) to the "Bill To" address and one (1) the "Ship To" address.

#### **2.045 Pro-ration**

To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.

#### **2.046 Antitrust Assignment**

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

#### **2.047 Final Payment**

The making of final payment by the State, local units of government, local transit agencies and NASPO member states to the Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State, local units of government, local transit agencies, and NASPO member states under this Contract shall constitute a waiver of all claims by Contractor against the State, local units of government, local transit agencies, and NASPO member states for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

#### **2.048 Electronic Payment Requirement**

Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in Public Act 431 of 1984, all Contracts that the State enters into for the purchase of goods and services shall provide that payment will be made by electronic fund transfer (EFT).

#### **2.050 Taxes**

##### **2.051 Employment Taxes**

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes.

##### **2.052 Sales and Use Taxes**

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two or more trades or businesses under common control" the term "organization" means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.



## **2.060 Contract Management**

### **2.061 Contractor Personnel Qualifications**

All persons assigned by Contractor to the performance of Services under this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved SubContractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subContract entered into with a SubContractor. For the purposes of this Contract, independent Contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and SubContractor is an independent Contractor relationship.

### **2.062 Contractor Key Personnel**

- (a) The Contractor must provide the Contract Compliance Inspector with the names of the Key Personnel.
- (b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.
- (c) The State will have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, will introduce the individual to the appropriate State representatives, and will provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.
- (d) Contractor must not remove any Key Personnel from their assigned roles or the Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel's employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.
- (e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

### **2.063 Re-assignment of Personnel at the State's Request**

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted for a time as agreed to by the parties.



#### **2.064 Contractor Personnel Location**

All staff assigned by Contractor to work on the Contract will perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel will, at a minimum, spend at least the amount of time on-site at State, local units of government, local public transit agencies, and NASPO member states' facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

#### **2.065 Contractor Identification**

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

#### **2.066 Cooperation with Third Parties**

Contractor agrees to cause its personnel and the personnel of any SubContractors to cooperate with the State and its agents and other Contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor will provide to the State's agents and other Contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with this Contract and will not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with the requests for access.

#### **2.067 Contract Management Responsibilities**

The Contractor will be required to assume responsibility for all Contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to Contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subContracted, the Contract must include a list of subContractors, including firm name and address, contact person and a complete description of work to be subContracted. The State reserves the right to approve subContractors and to require the Contractor to replace subContractors found to be unacceptable. The Contractor is totally responsible for adherence by the subContractor to all provisions of the Contract. Any change in subContractors must be approved by the State, in writing, prior to such change.

#### **2.068 Contractor Return of State Equipment/Resources**

The Contractor must return to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

#### **2.070 SubContracting by Contractor**

##### **2.071 Contractor full Responsibility**

Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all Contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

##### **2.072 State Consent to delegation**

Contractor shall not delegate any duties under this Contract to a SubContractor unless the Department of Management and Budget, Purchasing Operations has given written consent to such delegation. The State shall have the right of prior written approval of all SubContractors and to require Contractor to replace any SubContractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement SubContractor(s) for the removed SubContractor shall be fully qualified for the position. If the State exercises this right, and the Contractor



cannot immediately replace the removed SubContractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed SubContractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work will not be counted in time agreed upon by the parties.

#### **2.073 SubContractor bound to Contract**

In any subContracts entered into by Contractor for the performance of the Services, Contractor shall require the SubContractor, to the extent of the Services to be performed by the SubContractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subContracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such Contracts before providing them to the State. The management of any SubContractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its SubContractors to the same extent as if Contractor had not subContracted such performance. Contractor shall make all payments to SubContractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any SubContractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract. Attached as **Exhibit A** is a list of the SubContractors, if any, approved by the State as of the execution of this Contract, together with a copy of the applicable subContract.

#### **2.074 Flow Down**

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, 2.200** in all of its agreements with any SubContractors.

#### **2.075 Competitive Selection**

The Contractor shall select subContractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

#### **2.080 State Responsibilities**

##### **2.081 Equipment**

The State will provide only the equipment and resources identified in the Statements of Work and other Contract Exhibits.

##### **2.082 Facilities**

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor must have reasonable access to, and unless agreed otherwise by the parties in writing must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor agrees that it will not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

#### **2.090 Security**

##### **2.091 Background Checks**

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the



results will be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

All Contractor personnel will also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See <http://www.michigan.gov/dit>. Furthermore, Contractor personnel will be expected to agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff will be expected to comply with all Physical Security procedures in place within the facilities where they are working.

### **2.092 Security Breach Notification**

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

### **2.093 PCI Data Security Requirements- Deleted, Not Applicable**

## **2.100 Confidentiality**

### **2.101 Confidentiality**

Contractor and the State each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. "Confidential Information" excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

### **2.102 Protection and Destruction of Confidential Information**

The State and Contractor will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party will limit disclosure of the other party's Confidential Information to employees and SubContractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a SubContractor is permissible where (A) use of a SubContractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the SubContractor's scope of responsibility, and (C) Contractor obligates the SubContractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any SubContractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the SubContractor's obligations under this Section and of the employee's obligation to Contractor or



SubContractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

### **2.103 Exclusions**

Notwithstanding the foregoing, the provisions of **Section 2.080** will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of **Section 2.080** will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

### **2.104 No Implied Rights**

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

### **2.105 Respective Obligations**

The parties' respective obligations under this Section must survive the termination or expiration of this Contract for any reason.

### **2.110 Records and Inspections**

#### **2.111 Inspection of Work Performed**

All goods are subject to inspection and testing. In the event goods are defective in material or workmanship, or otherwise fail to meet the requirements of the Contract, the State shall have the right to reject goods or retain the goods and correct the defects. The Contractor shall pay the Michigan Department of Transportation, Bureau of Passenger Transportation; authorized local units of government; local public transit agencies; and NASPO member states for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. The Contractor must arrange for the return of said goods, including paying for handling, packing, and transportation costs. The Michigan Department of Transportation, Bureau of Passenger Transportation; authorized local units of government; local public transit agencies; and NASPO member states have the authority to dispose of goods without further liability to the Michigan Department of Transportation, Bureau of Passenger Transportation; authorized local units of government; local public transit agencies, and NASPO member states in the event the Contractor fails to make arrangements within the specified time period.

The State's authorized representatives must at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and must have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives must be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives.



**Pilot model and plant inspections**, the Contractor, shall allow the following:

1. Conductions of a **pre-pilot model review meeting** at the manufacturer's facility, or a mutually agreed upon location (one (1) per Contract period).
2. Conduction of a **pilot model inspection and mid-production inspection** at the manufacturer's facility, or a mutually agreed upon location (one (1) per Contract period).
3. Contract shall allow for **periodic production/plant inspections** by the Michigan Department of Transportation, Bureau of Passenger Transportation (two (2) per Contract period).

**Final inspection will be made at a site(s) as agreed upon by the Contractor and the Michigan Department of Transportation, Bureau of Passenger Transportation; authorized local units of government; local public transit agencies; and NASPO member states.**

The bidder shall be capable of handling final inspection and corrections required by the State prior to acceptance of the Vehicle's after a Contract is awarded. A copy of the dealer agreement between the VEHICLE Manufacturer and the designated dealer will be required as part of the bid.

**NOTE: Contractor Responsible for Travel Expenses**

The Contractor **WILL BE** responsible for transportation (air fare, rail fare, car rental, taxi, or mileage), lodging, parking expenses, meals, and tips for up to two (2) individuals, as determined by the Michigan Department of Transportation, Bureau of Passenger Transportation, for involvement in any of the above pilot model review or plant inspections. All travel expenses shall be based on the Michigan Department of Management and Budget, Vehicle and Travel Services *Schedule of Travel Rates for Classified and Unclassified Employees Effective January 1, 2010* or subsequent updates.

[http://michigan.gov/documents/dmb/ttrateJan2010\\_305522\\_7.pdf](http://michigan.gov/documents/dmb/ttrateJan2010_305522_7.pdf)

**2.112 Examination of Records**

All bidders will be subject to the Federal Transportation Administration's (FTA) 49 DFR Part 663 for Pre-Award and Post Delivery Audits of Rolling Stock Purchases. Prior to final award recommendation of a Contract, the Michigan Department of Transportation, Bureau of Passenger Transportation, will conduct a pre-award audit of the Contractor that is being considered to verify that the Contractor has successfully met all of the following requirements:

1. Federal Motor Vehicle Safety Requirements
2. Federal Buy American Requirements, and
3. Grantee's Bid Specifications. Post-Delivery Audits shall include a "Road Test" of each unit.

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The State must notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any SubContractor of Contractor performing services in connection with the Contract.

**2.113 Retention of Records**

Contractor must maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records must be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

**2.114 Audit Resolution**

If necessary, the Contractor and the State will meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the State must develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

**2.115 Errors**

- (a) If the audit demonstrates any errors in the documents provided to the State, then the amount in error must be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four invoices. If a balance remains after four invoices, then the remaining amount will be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the Contract, whichever is earlier.
- (b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor must pay all of the reasonable costs of the audit.

**2.120 Warranties and Equipment****2.121 Warranties and Representations**

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.
- (b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.
- (c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under this Contract, nor their use by the State, will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.
- (d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in this Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
- (e) The Contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.
- (f) It is qualified and registered to transact business in all locations where required.
- (g) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any Contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.



(h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.

(i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.

(k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse change in the business, properties, financial condition, or results of operations of Contractor.

(l) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.

(m) It is not in material default or breach of any other Contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any Contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the Contract.

(n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after Contract award, the Contractor is required to report those changes immediately to the Department of Management and Budget, Purchasing Operations.

#### **2.122 Warranty of Merchantability**

Goods provided by Contractor under this agreement shall be merchantable. All goods provided under this Contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Contractor or on the container or label.

#### **2.123 Warranty of Fitness for a Particular Purpose**

When the Contractor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the Contractor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

#### **2.124 Warranty of Title**

Contractor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by Contractor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of Contracting, has no knowledge. Goods provided by Contractor, under this Contract, shall be delivered free of any rightful claim of any third person by of infringement or the like.



### **2.125 Equipment Warranty**

To the extent Contractor is responsible under this Contract for maintaining equipment/system(s), Contractor represents and warrants that it will maintain the equipment/system(s) in good operating condition and will undertake all repairs and preventive maintenance according to the applicable manufacturer's recommendations for the period specified in this Contract.

- A. Principle Period of Maintenance (PPM) will be the same hours as the State's normal working hours (currently Monday through Friday, 8:00 A.M. to 4:00 P.M., excluding a one (1) hour lunch period, excepting State observed holidays).
- B. The PPM hours may be changed upon thirty (30) days written notice by mutual agreement, except the Contractor shall make every reasonable effort to change his/her schedule in a shorter period of time.

The Contractor represents and warrants that the equipment/system(s) are in good operating condition and operate and perform to the requirements and other standards of performance contained in this Contract, when installed, at the time of Final Acceptance by the Michigan Department of Transportation (MDOT), Bureau of Passenger Transportation; authorized local units of government; local public transit agencies, and NASPO member states for a period of one year commencing upon the first day following Final Acceptance.

Within five (5) business days of notification from the Michigan Department of Transportation (MDOT), Bureau of Passenger Transportation; authorized local units of government; local public transit agencies, and NASPO member states, the Contractor must adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. The Contractor must assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

The Contractor must provide a toll-free telephone number to allow the Michigan Department of Transportation (MDOT), Bureau of Passenger Transportation; authorized local units of government; NASPO member states and local public transit agencies to report equipment failures and problems to be remedied by the Contractor.

The Contractor agrees that all warranty service it provides under this Contract must be performed by Original Equipment Manufacturer (OEM) trained, certified and authorized technicians.

The Contractor is the sole point of contact for warranty service. The Contractor warrants that it will pass through to the Michigan Department of Transportation (MDOT), Bureau of Passenger Transportation; authorized local units of government; local public transit agencies; and NASPO member states any warranties obtained or available from the original equipment manufacturer, including any replacement, upgraded, or additional equipment warranties.

All warranty work must be performed at a mutually agreed upon location between the Contractor and authorized local units of government, local public transit agencies, and NASPO member states.

### **2.126 Equipment to be New**

If applicable, all equipment provided under this Contract by Contractor shall be new where Contractor has knowledge regarding whether the equipment is new or assembled from new or serviceable used parts that are like new in performance or has the option of selecting one or the other. Equipment that is assembled from new or serviceable used parts that are like new in performance is acceptable where Contractor does not have knowledge or the ability to select one or other, unless specifically agreed otherwise in writing by the State.

### **2.127 Equipment Installation**

#### **Non-Factory Installed Equipment**

All bidders should provide a listing of equipment to be furnished that is not installed at the point of VEHICLE manufacture. The list of non-factory installed equipment should identify the item number(s) to which it applies and list the description of equipment involved. This information should be returned with the bid document to Purchasing Operations on the bid opening due date and time. However, if returned separately, it must be received by the Purchasing Operations on or before the bid opening due date and time, and must comply with the sealed bid instructions as outlined on the cover page of the RFP.



**Optional Equipment and Accessories**

Factory equipment not specifically listed in the Contract and/or State of Michigan VEHICLE specifications may be added in accordance with the current Kelley Blue Book in effect at the time of order, using the Dealer Cost Column. Authorized local units of government, local public transit agencies, and NASPO member states may implement such changes on a direct basis with the Contractor.

**2.128 Prohibited Products**

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Purchasing Operations has approved a change order pursuant to **Section 2.024**.

**2.129 Consequences For Breach**

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of this Contract.

**2.130 Insurance**

**2.131 Liability Insurance**

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether the services are performed by the Contractor, or by any subContractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under this Contract.

All insurance coverages provided relative to this Contract/Purchase Order are PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State.

See [www.michigan.gov/dleg](http://www.michigan.gov/dleg).

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

The Contractor is required to pay for and provide the type and amount of insurance checked  below:

- 1. Commercial General Liability with the following minimum coverage:
  - \$2,000,000 General Aggregate Limit other than Products/Completed Operations
  - \$2,000,000 Products/Completed Operations Aggregate Limit
  - \$1,000,000 Personal & Advertising Injury Limit
  - \$1,000,000 Each Occurrence Limit



The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

3. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

4. Employers liability insurance with the following minimum limits:  
 \$100,000 each accident  
 \$100,000 each employee by disease  
 \$500,000 aggregate disease

5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its SubContractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).

6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.

7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.

8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.



### **2.132 SubContractor Insurance Coverage**

Except where the State has approved in writing a Contractor subContract with other insurance provisions, Contractor must require all of its SubContractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those SubContractors. Alternatively, Contractor may include any SubContractors under Contractor's insurance on the coverage required in this Section. SubContractor(s) must fully comply with the insurance coverage required in this Section. Failure of SubContractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

### **2.133 Certificates of Insurance and Other Requirements**

Contractor must furnish to DTMB-PurchOps, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

### **2.140 Indemnification**

#### **2.141 General Indemnification**

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its subContractors, or by anyone else for whose acts any of them may be liable.

#### **2.142 Code Indemnification**

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

#### **2.143 Employee Indemnification**

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its subContractors, the indemnification obligation under the Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subContractors under



worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

#### **2.144 Patent/Copyright Infringement Indemnification**

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that the action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subContractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.

#### **2.145 Continuation of Indemnification Obligations**

The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

#### **2.146 Indemnification Procedures**

The procedures set forth below must apply to all indemnity obligations under this Contract.

(a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to



carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

## **2.150 Termination/Cancellation**

### **2.151 Notice and Right to Cure**

If the Contractor breaches the Contract, and the State in its sole discretion determines that the breach is curable, then the State will provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

### **2.152 Termination for Cause**

(a) The State may terminate this Contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State

(b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.

(c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

(d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of Contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.



### **2.153 Termination for Convenience**

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

### **2.154 Termination for Non-Appropriation**

(a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).

(b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section will not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

### **2.155 Termination for Criminal Conviction**

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subContract.

### **2.156 Termination for Approvals Rescinded**

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State will pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

### **2.157 Rights and Obligations upon Termination**

(a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor



by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an “As-Is” basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subContracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State may assume, at its option, any subContracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement Contract or otherwise as the State may in its sole judgment deem expedient.

### **2.158 Reservation of Rights**

Any termination of this Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

### **2.160 Termination by Contractor**

#### **2.161 Termination by Contractor- Deleted – Not Applicable**

### **2.170 Transition Responsibilities**

#### **2.171 Contractor Transition Responsibilities**

If the State terminates this Contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 120 days. These efforts must include, but are not limited to, those listed in **Sections 2.141, 2.142, 2.143, 2.144, and 2.145.**

#### **2.172 Contractor Personnel Transition**

The Contractor must work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subContractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subContractors or vendors. Contractor will notify all of Contractor's subContractors of procedures to be followed during transition.



### **2.173 Contractor Information Transition**

The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which this Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

### **2.174 Contractor Software Transition**

The Contractor must reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This must include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses must, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

### **2.175 Transition Payments**

If the transition results from a termination for any reason, reimbursement must be governed by the termination provisions of this Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after Contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

### **2.176 State Transition Responsibilities**

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.

### **2.180 Stop Work**

#### **2.181 Stop Work Orders**

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under this **Section 2.150**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.130**.

#### **2.182 Cancellation or Expiration of Stop Work Order**

The Contractor must resume work if the State cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.024**.



### **2.183 Allowance of Contractor Costs**

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, the termination must be deemed to be a termination for convenience under **Section 2.130**, and the State will pay reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State is not be liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.150**.

### **2.190 Dispute Resolution**

#### **2.191 In General**

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

#### **2.192 Informal Dispute Resolution**

(a) All disputes between the parties must be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DTMB, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:

(i) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.

(ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract will be honored in order that each of the parties may be fully advised of the other's position.

(iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.

(iv) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DTMB, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b) This Section will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under **Section 2.163**.

(c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

#### **2.193 Injunctive Relief**

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.162** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is the that the damages to the party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.



### **2.194 Continued Performance**

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.

### **2.200 Federal and State Contract Requirements**

#### **2.201 Nondiscrimination**

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. Contractor further agrees that every subContract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each SubContractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

#### **2.202 Unfair Labor Practices**

Under 1980 PA 278, MCL 423.321, et seq., the State must not award a Contract or subContract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, must not enter into a Contract with a SubContractor, manufacturer, or supplier whose name appears in this register. Under section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the SubContractor, manufacturer or supplier of Contractor appears in the register.

#### **2.203 Workplace Safety and Discriminatory Harassment**

In performing Services for the State, the Contractor must comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor must comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see <http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html>.

### **2.210 Governing Law**

#### **2.211 Governing Law**

The Contract must in all respects be governed by, and construed 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 not inconsistent with, or pre-empted by federal law.

#### **2.212 Compliance with Laws**

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

#### **2.213 Jurisdiction**

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham 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 of 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.



### **2.214 Applicable Statutes**

The following statutes, rules, and laws are applicable to the performance of this Contract; some statutes are reflected in the clauses of this Contract. This list is NOT exhaustive.

All applicable Federal Motor Vehicle Safety Standards  
 All applicable Michigan Motor Carrier Vehicle Codes  
 Michigan Consumer Protection Act MCL §§ 445.901-445.922  
 Michigan Uniform Commercial Code (MIUCC) MCL 440 (All section unless otherwise altered by agreement)  
 Michigan OSHA MCL §§ 408.1001 – 408.1094  
 Laws relating to wages, payments of wages, and fringe benefits on state projects MCL §§ 408.551-408.558, 408.471-408.490, 1965 PA 390.  
 Contract Work Hours and Safety Standards Act (CWHSSA) 40 USCS § 327, et seq.  
 Rules and regulations of the Equal Employment Opportunity Commission (EEOC)  
 The Civil Rights Act of 1964, USCS Chapter 42  
 Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.  
 Department of Civil Service rules and regulations  
 Persons with disabilities Civil Rights Act MCL §§ 37.11.01, et seq.  
 The Americans with Disabilities Act (ADA), 43 USCS §§ 12101 et seq.  
 business Opportunity Act for Persons with Disabilities MCL §§ 450.791-450.795  
 The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.  
 The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.  
 The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.  
 The Fair Labor Standards Act (FLSA), 29 USC §§ 651 et seq.  
 Title VII, 42 USCS §§ 2000e et seq.  
 MCL §§ 423.321, et seq.  
 MCL § 18.1264 (law regarding debarment)  
 Internal Revenue Code  
 Rules and regulations of the Environmental Protection Agency  
 Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.  
 Pollution Prevention Act of 1990 (PPA) 42 USC § 13106  
 Sherman Act, 15 USCS § 1 et seq.  
 Robinson-Patman Act, 15 USCS § 13 et seq.  
 Clayton Act, 15 USCS § 14 et seq.  
 Freedom of Information Act (FIOA) MCL §§ 15.231, et seq.  
 Davis-Bacon Act (DBA) 40 USC §§ 37276(a), et seq.  
 FTA Clauses (Rolling Stock), 49 U.S.C. 5323(j) and 49 CFR Part 661 (COPY ATTACHED – SEE APPENDIX C).

### **2.220 Limitation of Liability**

#### **2.221 Limitation of Liability**

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor is limited to the value of the Contract.

### **2.230 Disclosure Responsibilities**

**2.231 Disclosure of Litigation**

(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each SubContractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each SubContractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any SubContractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any SubContractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any SubContractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor must disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

(b) Assurances. If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

(i) the ability of Contractor (or a SubContractor) to continue to perform this Contract according to its terms and conditions, or

(ii) whether Contractor (or a SubContractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:

(a) Contractor and its SubContractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and

(b) Contractor and its SubContractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.

(c) Contractor must make the following notifications in writing:

(1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DTMB Purch-Ops.

(2) Contractor must also notify DTMB Purch-Ops within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.

(3) Contractor must also notify DTMB Purch-Ops within 30 days whenever changes to company affiliations occur.

**2.232 Call Center Disclosure- Deleted, Not Applicable****2.233 Bankruptcy**

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:

(a) the Contractor files for protection under the bankruptcy laws;

(b) an involuntary petition is filed against the Contractor and not removed within 30 days;

(c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;

(d) the Contractor makes a general assignment for the benefit of creditors; or

(e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.

Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process must be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.



## **2.240 Performance**

### **2.241 Time of Performance**

- (a) Contractor must use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.
- (b) Without limiting the generality of **Section 2.211(a)**, Contractor must notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.
- (c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

### **2.242 Service Level Agreements (SLAs – Deleted, Not Applicable)**

### **2.243 Liquidated Damages**

- A. The Michigan Department of Transportation, Bureau of Passenger Transportation; Authorized Local Units of Government, local Public Transit Agencies, NASPO member states and the Contractor hereby agree to the specific standards set forth in this Contract. It is agreed between the Contractor and the Michigan Department of Transportation, Bureau of Passenger Transportation; Authorized Local Units of Government, local Public Transit Agencies and NASPO member states that the actual damages to the Michigan Department of Transportation, Bureau of Passenger Transportation; Authorized Local Units of Government, local Public Transit Agencies, and NASPO member states as a result of Contractor's failure to provide promised services would be difficult or impossible to determine with accuracy. The Michigan Department of Transportation, Bureau of Passenger Transportation; Authorized Local Units of Government, local Public Transit Agencies, NASPO member states and the Contractor therefore agree that liquidated damages as set out herein shall be a reasonable approximation of the damages that shall be suffered by the Michigan Department of Transportation, Bureau of Passenger Transportation; Authorized Local Units of Government, local Public Transit Agencies, and NASPO member states as a result thereof. Accordingly, in the event of such damages, at the written direction of the Michigan Department of Transportation, Bureau of Passenger Transportation; Authorized Local Units of Government, local Public Transit Agencies, and NASPO member states the indicated amount as liquidated damages, and not as a penalty. Amounts due the Michigan Department of Transportation, Bureau of Passenger Transportation; Authorized Local Units of Government, local Public Transit Agencies, and NASPO member states as liquidated damages, if not paid by the Contractor within fifteen (15) days of notification of assessment, may be deducted by the Michigan Department of Transportation, Bureau of Passenger Transportation; Authorized Local Units of Government, local Public Transit Agencies, and NASPO member states from any money payable to the Contractor pursuant to this Contract. The Michigan Department of Transportation, Bureau of Passenger Transportation; Authorized Local Units of Government, local Public Transit Agencies, and NASPO member states will notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date the Michigan Department of Transportation, Bureau of Passenger Transportation; Authorized Local Units of Government, local Public Transit Agencies, and NASPO member states deducts such sums from money payable to the Contractor. No delay by the Michigan Department of Transportation, Bureau of Passenger Transportation; Authorized Local Units of Government, local Public Transit Agencies, and NASPO member states in assessing or collecting liquidated damages shall be construed as a waiver of such rights.



- B. The Contractor shall not be liable for liquidated damages when, in the opinion of the Michigan Department of Transportation, Bureau of Passenger Transportation; Authorized Local Units of Government, local Public Transit Agencies, and NASPO member states incidents or delays result directly from causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God, fires, floods, epidemics, and labor unrest; but in every case the delays must be beyond the control and without the fault or negligence of the Contractor.
- C. Liquidated damages will be assessed as follows:

If the Contractor does not deliver the vehicle/s, ready for use on or before the scheduled delivery date, the Contractor shall pay to the State, NASPO member states, local public transit authority and/or Local Unit of Government, as fixed and agreed, liquidated damages, for each calendar day between the delivery date specified and the date of final delivery, but not more than 30 calendar days in lieu of all other damages due to such non-delivery, an amount of 1/10th of 1% of the Purchase Order/Departmental Contract Release Form unit cost per vehicle.

#### **2.244 Excusable Failure**

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its SubContractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its Contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 business Days, and the Michigan Department of Transportation, Bureau of Passenger Transportation; authorized local units of government; local public transit agencies, and NASPO member states determines that performance is not likely to be resumed within a period of time that is satisfactory to the Michigan Department of Transportation, Bureau of Passenger Transportation; authorized local units of government; local public transit agencies, and NASPO member states in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State, authorized local units of government, local public transit agencies, and NASPO member states are not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the State, authorized local units of government, local public transit agencies, and NASPO member states as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable



Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its SubContractors will not relieve Contractor of its obligations under the Contract except to the extent that a SubContractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the SubContractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

## **2.250 Approval of Deliverables**

### **2.251 Delivery Responsibilities**

Unless otherwise specified by the Michigan Department of Transportation, Bureau of Passenger Transportation; authorized local units of government; local public transit agencies, and NASPO member states within an individual order, the following must be applicable to all orders issued under this Contract.

(a) Shipment responsibilities - Services performed/Deliverables provided under this Contract must be delivered "F.O.B. Destination." The Contractor must have complete responsibility for providing all Services/Deliverables to all site(s) unless otherwise stated. Actual delivery dates will be specified on the individual purchase order.

(b) Delivery locations - Services will be performed/Deliverables will be provided at every authorized local units of government, local public transit agencies, State locations within Michigan, or NASPO member states unless otherwise stated in the SOW. Specific locations will be provided by upon issuance of individual purchase orders.

(c) Damage Disputes - At the time of delivery to local units of government, local public transit agencies, State, or NASPO member state Locations, the local units of government, local public transit agencies, or NASPO member states must examine all packages. The quantity of Vehicle's delivered must be recorded and any obvious visible or suspected damage must be noted at time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage.

Where there is no obvious or suspected damage, all deliveries to a local unit of government, local public transit agency, State Location, or NASPO member states must be opened by the local units of government, local public transit agencies, or NASPO member states and the contents inspected for possible internal damage not visible externally within 14 days of receipt. Any damage must be reported to the Contractor within five days of inspection.

### **2.252 Delivery of Deliverables**

Where applicable, the Statements of Work/POs contain lists of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable"), a good ("Physical Deliverable") or a Service. All Deliverables must be completed and delivered for State review and written approval and, where applicable, installed according to the State-approved delivery schedule and any other applicable terms and conditions of the Contract.

### **2.253 Testing**

(a) Before delivering any of the above-mentioned Statement of Work Physical Deliverables or Services to the Michigan Department of Transportation, Bureau of Passenger Transportation, Contractor will first perform all required quality assurance activities to verify that the Physical Deliverable or Service is complete and conforms with its specifications listed in the applicable Statement of Work or Purchase Order. Before delivering a Physical Deliverable or Service to the Michigan Department of Transportation, Bureau of Passenger Transportation; local units of government; local public transit agencies, and NASPO member states Contractor must certify to the Michigan Department of Transportation, Bureau of Passenger Transportation; authorized local units of government; local public transit agencies, and NASPO member states that (1) it has performed the quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during the quality assurance activities and testing, (4) the Deliverable or Service is in a suitable state of readiness for the State's review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied.

(b) If a Deliverable includes installation at a local unit of government, local public transit agency, State Location, or NASPO member states then Contractor must (1) perform any applicable testing, (2) correct all



material deficiencies discovered during the quality assurance activities and testing, and (3) inform the State that the Deliverable is in a suitable state of readiness for the State's review and approval. To the extent that testing occurs at local unit of government, local public transit agency, State and NASPO member state locations, the Michigan Department of Transportation, Bureau of Passenger Transportation; authorized local units of government; local public transit agencies and NASPO member states are entitled to observe or otherwise participate in testing.

#### **2.254 Approval of Deliverables, In General**

(a) All Deliverables (Physical Deliverables and Written Deliverables) and Services require formal written approval by the State, according to the following procedures. Formal approval by the State requires the State to confirm in writing that the Deliverable meets its specifications. Formal approval may include the successful completion of Testing as applicable in **Section 2.253**, to be led by the State with the support and assistance of Contractor. The approval process will be facilitated by ongoing consultation between the parties, inspection of interim and intermediate Deliverables and collaboration on key decisions.

(b) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables/Services being reviewed.

(c) Before commencement of its review or testing of a Deliverable/Service, the State may inspect the Deliverable/Service to confirm that all components of the Deliverable/Service have been delivered without material deficiencies. If the State determines that the Deliverable/Service has material deficiencies, the State may refuse delivery of the Deliverable/Service without performing any further inspection or testing of the Deliverable/Service. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable or the Service begins, and the State and Contractor agree that the Deliverable/Service is ready for use and, where applicable, certification by Contractor according to **Section 2.223**.

(d) The State will approve in writing a Deliverable/Service after confirming that it conforms to and performs according to its specifications without material deficiency. The State may, but is not be required to, conditionally approve in writing a Deliverable/Service that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable/Service that remain outstanding at the time of State approval.

(e) If, after three opportunities (the original and two repeat efforts), the Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable/Service, the State may: (i) demand that the Contractor cure the failure and give the Contractor additional time to cure the failure at the sole expense of the Contractor; or (ii) keep the Contract in force and do, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the cost to cure the deficiency and the Contract price plus an additional sum equal to 10% of the cost to cure the deficiency to cover the State's general expenses provided the State can furnish proof of the general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure the breach. Notwithstanding the foregoing, the State cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

(f) The State, at any time and in its reasonable discretion, may halt the testing or approval process if the process reveals deficiencies in or problems with a Deliverable/Service in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable. If that happens, the State may stop using the Service or return the applicable Deliverable to Contractor for correction and re-delivery before resuming the testing or approval process.

#### **2.255 Process For Approval of Written Deliverables**

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Deliverable (and if the Statement of Work does not state the State Review Period, it is by default five business Days for Written Deliverables of 100 pages or less and 10 business Days for Written Deliverables of more than 100 pages). The duration of the State



Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable before its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected before approval of the Deliverable (or at the State's election, after approval of the Deliverable). If the State notifies the Contractor about deficiencies, the Contractor will correct the described deficiencies and within 30 business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

#### **2.256 Process for Approval of Services**

The State Review Period for approval of Services is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 business Days for Services). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Service is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Services (or at the State's election, after approval of the Service). If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 business Days resubmit the Service in a form that shows all revisions made to the original version delivered to the State. The Contractor's correction efforts will be made at no additional charge. Upon implementation of a corrected Service from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Service for conformity and that the identified deficiencies have been corrected.

#### **2.257 Process for Approval of Physical Deliverables**

The State Review Period for approval of Physical Deliverables is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 continuous business Days for a Physical Deliverable). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Deliverable (or at the State's election, after approval of the Deliverable). If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. The Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from the Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

#### **2.258 Final Acceptance**

Unless otherwise stated in the Article 1, Statement of Work or Purchase Order, "Final Acceptance" of each Deliverable must occur when each Deliverable/Service has been approved by the State following the State Review Periods identified in **Sections 2.251-2.257**. Payment will be made for Deliverables installed and accepted. Upon acceptance of a Service, the State will pay for all Services provided during the State Review Period that conformed to the acceptance criteria.

#### **2.260 Ownership- Deleted, Not Applicable**

#### **2.270 State Standards**

##### **2.271 Existing Technology Standards**

The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dit>.

##### **2.272 Acceptable Use Policy**

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see <http://www.michigan.gov/ditservice>. All Contractor employees must be



required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

### **2.273 Systems Changes**

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the Project Manager. Any changes Contractor makes to State systems with the State's approval must be done according to applicable State procedures, including security, access and configuration management procedures.

### **2.280 Extended Purchasing**

#### **2.281 MiDEAL**

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. As a result of the enactment of this legislation, the MIDEAL Program has been developed. This program extends the use of state Contracts to program members. The governmental agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of government secure a greater return for the expenditure of public funds.

In those cases, Contract vendors supply merchandise at the established State of Michigan Contract prices and terms. The Bidder must submit invoices and pay the authorized MIDEAL member on a direct and individual basis according to Contract terms.

THIS CONTRACT IS MADE AVAILABLE TO ALL STATE OF MICHIGAN AGENCIES, AUTHORIZED MIDEAL PURCHASING PROGRAM MEMBERS, LOCAL PUBLIC TRANSIT AUTHORITIES AND NASPO MEMBER STATES THEIR POLITICAL SUB-DIVISIONS AND TRANSIT AGENCIES.

Please Visit Mi DEAL at [www.michigan.gov/buymichiganfirst](http://www.michigan.gov/buymichiganfirst) under MiDeal.

Estimated requirements for authorized local units of government are not included in the quantities shown in this RFP.

### **2.282 State Employee Purchases- Deleted, Not Applicable**

### **2.290 Environmental Provision**

#### **2.291 Environmental Provision**

Energy Efficiency Purchasing Policy – The State seeks wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified 'Energy Star' products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

Environmental Purchasing Policy – The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that are to be considered include: recycled content and recyclability; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bioaccumulative. The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of this Contract. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.



#### Hazardous Materials:

For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health, natural resources or the environment. This includes, but is not limited to, materials the as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the Federal Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act.

(a) The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State and local laws. The State must provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State must advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.

(b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State must order a suspension of Work in writing. The State must proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State must terminate the affected Work for the State's convenience.

(c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor must resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in time as mutually agreed by the parties.

(d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit [http://www.michigan.gov/deq/0,1607,7-135-3310\\_4108-173523--,00.html](http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html)

#### Refrigeration and Air Conditioning:

The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this Contract.

#### Environmental Performance:

**Waste Reduction Program - Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this Contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).**



**APPENDIX A  
STATE OF MICHIGAN  
PUBLIC TRANSPORTATION**



**ACCESSIBLE PASSENGER VEHICLE (APV) SPECIFICATIONS**

**Bureau of Passenger Transportation  
Bus Acquisition & Intercity Transportation Section**





**STATE OF MICHIGAN  
Accessible Passenger Vehicle (APV) Specifications**

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**STATE OF MICHIGAN  
APPENDIX A - SPECIFICATIONS  
ACCESSIBLE PASSENGER VEHICLE (APV)**

March 11, 2010

MODEL-2010 CURRENT NEW

In these specifications any required approvals shall be made by the State. Wherever brand, manufacturer, or product names are used, they are included only for the purpose of establishing a description of minimum quality of the item. This inclusion is not to be construed as advocating or prescribing the use of any particular brand or item or product. The State must be able to determine whether the bidder's offered product is or is not equal to the product described in the specifications from information (technical data, test results, and the like) contained in the bid. All detailed descriptions and specifications provided in the bid must match the product offered for use in the bid.

**III. PURPOSE OF SPECIFICATIONS:**

These specifications are setting forth the minimum requirements for a two-axle commercial vehicle equipped with a commercial wheelchair ramp. The vehicle must be capable of providing public transportation for a minimum of three (3) ambulatory passengers while accommodating two (2) passengers seated in mobility aids, in addition to the driver. Maximum ambulatory capacity (without a passenger in a mobility aid) is six (6) passengers using fold-a-way seating. As a minimum, vehicles must meet all applicable Michigan Motor Carrier Vehicle Codes, all applicable Federal Motor Vehicle Safety Standards (FMVSS) and the Americans with Disabilities Act (ADA).

Any successful bidder supplying these vehicles shall quick title and deliver the vehicle and the title to the location specified by the State of Michigan, Bureau of Passenger Transportation. Chassis serial number, body number, axle ratio, gross vehicle weight rating (GVWR), seating capacity and paint codes shall be imprinted on a permanent decal(s) or stamped on a metal plate(s) and affixed in the driver's area of the vehicle (location to be approved by the State).

The bidder shall be capable of handling final inspection and corrections required by the State prior to acceptance of the vehicles after a contract is awarded. The successful bidder must be capable of providing parts and service for a period of seven years after the vehicles have been placed in service throughout the State of Michigan. The successful bidder must be able to supply body replacement parts within five working days of a request by a transit agency unless the bidder notifies the transit agency that the part is not available for shipment and provides the shipping date when the part will be available.

Regardless of options and seating plan ordered, the successful bidder shall be responsible for certifying that all vehicles delivered shall not exceed the GVWR of chassis as bid (determined by engineering calculated loaded vehicle axle weights). Manufacturers shall comply with the chassis company's quality vehicle manufacturing program such as Ford's Quality Vehicle Modifier (QVM).

All items removed for installation of optional equipment shall be returned to the State of Michigan.

**IV. CHASSIS SPECIFICATIONS:**

*U. Chassis:*

iii.) Modified Chassis:

The base vehicle for the modification shall be a front-wheel drive, commercial minivan (Suggested Source: Dodge Grand Caravan SE with Dodge's Load Level and Height Control Suspension Package). Conversion of a vehicle by modifying the existing sidewalls and floor shall require equivalent construction that maintains OEM structural integrity. All metal components that are added shall be welded by qualified operators and made corrosion resistant fully undercoating with a non-flammable material or the use of stainless steel material for the service life of the vehicle.



The floor shall be lowered from the front of the dashboard to the rearmost passenger seat to meet minimum ADA door opening height requirement (56") with a minimum of 58" at the vehicle center of the interior roof. The width of the floor shall extend from side doorsill to side doorsill. There shall be no modification to any portion of the vehicle roof in meeting the ADA door opening requirement. The floor deck may be integral with the basic structure or mounted on the structure securely to prevent chafing or horizontal movement. Suggested Sources: Braun Commercial Entervan, EIDorado National Amerivan, Vantage Mobility.

iv.) Purpose Built Chassis:

The vehicle shall be a rear-wheel drive, purposely-built with a body-on-frame architecture to meet or exceed the Americans with Disabilities Act (ADA) vehicle guidelines, along with the modified vehicle specifications (Section II, A, I – Modified Chassis). Suggested Sources: Vehicle Production Group MV-1.

V. Wheelbase:

Wheelbase shall be 121", minimum

W. Engine:

- i) Modified chassis – 3.3L V-6 (E-85), minimum
- ii) Purpose built chassis – 4.6L V-8, minimum

X. Transmission:

- i) Modified chassis – Six (6) speed automatic transmission
- ii) Purpose built chassis – Four (4) speed automatic transmission with overdrive

Y. Tilt Wheel / Power Steering:

Vehicle shall be equipped with power steering and a tilt steering column. The steering column shall be adjustable for various up and down positions. The steering gear shall be a full hydraulic assist type.

Z. Alignment:

The vehicle shall have a four wheel alignment at final point of inspection, just prior to delivery.

AA. Gross Vehicle Weight Rating (GVWR):

Chassis GVWR: 6,000-lb, minimum

BB. Alternator:

Vehicle shall be equipped with heaviest duty alternator available.

CC. Battery:

Vehicle shall be equipped with heaviest duty battery available:  
12 Volt, 600 Cold Cranking Amp (CCA), minimum

DD. Brakes:

Foundation brakes shall be a power-actuated four wheel disc type or a disc front/drum-type rear, anti-lock braking system. The system shall be the heaviest-duty available for stop and go operation. Brake system shall include a low brake fluid warning system provided by chassis manufacturer.

EE. Fuel tank capacity:

Vehicle shall be equipped with the largest available from manufacturer. Tank, fuel lines and hardware must meet all current FMVSS, including FMVSS 301, as well as all current EPA requirements. Fuel level remaining in tank shall be calibrated with the OEM dash fuel gauge.

FF. Hazard Flasher:

The vehicle shall be equipped with OEM hazard flasher switch.



- GG. Speed / Cruise Control:  
The vehicle shall be equipped with OEM Speed / Cruise Control.
- HH. Shock absorbers:  
The vehicle shall have gas filled shock absorbers front and rear, most heavy duty available from manufacturer.
- II. Suspension:
- i) OEM Load Leveling and Height Control:  
The vehicle will retain the complete OEM front suspension and components. Rear suspension must be capable for the payload identified. Spacers may be added to front and/or rear suspension to maintain ground clearance and ADA requirements. There must be a minimum of five (5) inches clearance between the break-over angle position of the vehicle exhaust pipe and level ground.
- ii) Kneeling System:  
The vehicle shall meet all ADA requirements for entry when a ramp is utilized.
- JJ. Exhaust:  
Any modification to the exhaust system shall be made with stainless steel.
- KK. Wheels and Tires:
- i) Wheels:  
The Vehicle shall be equipped with 16 x 6.5 wheels, minimum. Manufacturer standard mounting
- ii) Tires & Jack:  
(1) All tires (4) shall be from the same manufacturer and be all season, tubeless, steel radial blackwall. The tires shall be the largest size available from the vehicle manufacturer to meet the GVWR rating.
- iii) Wheel Covers:  
All vehicles are to be equipped with wheel covers.
- LL. Windshield Wipers / Horn:  
Electric wipers shall be two speed, delay style, dual jet washers (electric), with OEM standard arms and blades.
- (i) Wiper/washer-rear glass  
(ii) Horn: OEM standard
- MM. Radiator and Coolant System:  
The vehicle shall be equipped with the maximum size available from the OEM, including the heaviest duty radiator with anti-freeze protection, to -30°F.
- NN. Fluids:  
Fluids shall be checked and filled from inside front hood where applicable. Engine oil fill / check, transmission oil fill / check, and coolant fill / check shall be located for easy access.



#### IV. **BODY AND EQUIPMENT SPECIFICATIONS:**

W. **Bumpers:**

The front and rear bumper shall be Original Equipment Manufacture (OEM) bumper.

X. **Doors and Locks:**

i) **Front Driver and Passenger Doors:**

The vehicle shall have standard OEM driver and passenger front doors and power locks.

ii) **Accessible Passenger Doors:**

(1) **Modified Chassis (Sliding Doors):**

The vehicle shall be equipped with manual driver and passenger side (mobility ramp) sliding doors extended to floor level providing 56" minimum entry height. The side passenger sliding door shall be equipped with an interlock system so that the door cannot be opened from the inside or outside when the fuel door is open. The mobility ramp door shall have a minimum usable width of 32 ½", and a maximum of 12" floor-to-ground height. Door extensions shall be constructed of stainless steel. Both sliding doors shall have a mechanism to securely hold doors in open position when vehicle is on a hill. Sliding passenger door tracks must have reinforced guides with an added stop brace to prevent doors from sliding off track. Door tracks shall be reinforced or strengthened beyond OEM standards as needed in all areas of contact with sliding door arms. Reinforcement of the sliding passenger door arms and brackets components shall, at a minimum, be adequate to support the excess weight created by the door extensions. Under normal sliding door closure operations, there should be no evidence of door track flexing or wobbling.

(2) **Purpose Built Chassis (Standard Doors):**

The vehicle shall be equipped with a 36" wide by 56" high side, passenger door. The curbside, accessible, passenger door shall be hinged on the right and swing outward. The street-side passenger door shall be hinged on the left and swing outward. The driver and passenger side doors shall be standard.

iii) **Rear Door:**

The rear cargo door shall be provided with a quick release, manual override mechanism for opening the locked door from inside the vehicle for emergency exit. The locked cargo door override device shall be spring loaded and mounted on the inside of the rear door to prevent its accidental release. A decal shall be provided inside near the quick release mechanism depicting operating instructions.

Y. **Ground Effects (Modified Chassis Only):**

Exterior lower body panels shall be added to both the driver and passenger sides of the vehicle. Panels to be constructed of formed plastic (or approved equal) and painted to match the exterior color of the vehicle

Z. **Interior Panels:**

All interior panels shall be OEM or OEM equivalent. Panel fastening devices shall match the color of the panels. The interior shall provide a pleasant atmosphere, be aesthetically pleasing, and contain smooth finishes without any unprotected sharp edges. The basic vehicle interior shall be gray.

**AA. Interior Flooring:****iii) Sub Flooring:**

The floor deck shall be a minimum of 3/8" A/B plywood of marine grade material, minimum, with sealed edges to prevent moisture intrusion. The floor deck upper surface shall have all cracks and voids filled and the whole surface rough sanded before installing the flooring material. A layer of sealer shall be installed between floor deck edges that butt against structural members and other deck sections to prevent dust and moisture intrusion. Passage holes provided for wiring and hoses in the floor deck shall be thoroughly sealed to prevent dust and moisture intrusion and be sufficiently protected to ensure against wear from friction and the elements. The floor deck, including the sealer, attachments, and coverings, shall be waterproof, non-hygroscopic, resistant to wet and dry rot, resistant to mold growth, and impervious to insects.

**iv) Vehicle Flooring:**

(1) The 1/8" thickness flooring shall be slip and oil resistant. Flooring adhesive shall be oil resistant. Suggested Sources: RCA Rubber Transit-Flor<sup>®</sup>, Rubber Solutions N.A., SMI SpecFlor.

(2) Color of all flooring shall be equal to RCA Rubber Transit-Flor<sup>®</sup> grey (#766) or tan (#777) as requested by the agencies

**BB. Gauges:**

- i) Chassis (OEM) gauges shall be used in the driver's instrument cluster.
- ii) Engine oil pressure gauge / light.
- iii) Engine coolant temperature gauge / light.
- iv) Fuel gauge.

**CC. Donation Box:**

A donation box shall be mounted and the location approved by the ordering agency. The lockable donation box shall be supplied with two keys. Suggested source: Main Farebox Model C91M

**DD. Mud flaps:(if applicable)**

The vehicle shall be equipped with anti-sail type, when required, are to be plain, rubber 1/4" thick, without advertising on either side.

**EE. Undercoating / Rust Proofing:**

The underside of the vehicle, exposed to the elements, shall be treated with an undercoating material except those areas of the OEM chassis where undercoating is not recommended. Suggested source: Tectyl 121-B.

**FF. Interior Mirrors / Sunvisors:****i) Interior Mirror:**

The vehicle shall be equipped with the OEM standard mirror.

**ii) Sunvisor:**

Windshield sun visor system shall be standard (OEM) chassis visor(s). Suggested source: Manufacture's standard

**GG. Exterior Mirrors:**

The vehicle shall be equipped with the OEM standard power remote controlled, heated mirrors.



HH. Seating / Seat Belts / Grab Handles:

i) **OEM Seating:**

(1) **Driver and Passenger:**

The front driver and passenger seats shall be OEM. The seat base shall be adapted to permit easy roll out for mobility aid access and securement. The seat shall lock and unlock easily from the floor area

(2) **Third Row (Rear) Seating:**

The vehicle shall be equipped with a third row rear bench seat (or equal), must not have a power folding rear seat.

(3) **Material:**

The vehicle shall be equipped with grey OEM cloth seating.

ii) **Fold A-Way Seating:**

The vehicle shall be equipped with forward facing (double) fold-away seat with seat belts and shall be positioned in the wheelchair securement area. (Section IV, Wheelchair Securement Area). Seat locking/latching devices shall be of high quality and be easy to latch and unlatch. Seats must positively latch in the seated and folded position to prevent inadvertent folding or unfolding of the seat. Any support legs resting on flooring shall be non-marring or rest on metal plates flush mounted with flooring. The fold-away seat shall be able to pass FMVSS 210 without having to fasten additional latches or cables. The fold-away seat shall fold against the wall when wheelchair space is required (no further than 17" from wall in the vertical folded position). All seat backs and all seat bottoms of fold-away seats shall be covered with material matching seat cushion color and fabric. Suggested source: American Seating Horizon™ Mid-Back Series; Freedman 3 Point Fold-A-Way; Braun 325-02LW.

(1) **Seat Material:**

(a) Seats shall be covered with cloth-type or vinyl / leatherette material at the ordering agency's option. Cloth-type or vinyl / leatherette shall completely enclose the seat cushion and the seat back. Seat material shall comply with test and performance criteria of the Federal Register dated October 20, 1993 (see Section VII., table1). Seat colors shall match the OEM seats color.

(i) **Cloth:**

1. Cloth-type Woven Requirements (with flame resistant qualities):
2. Minimum weight 23 ounces per linear yard.
3. 50,000 minimum double rubs (ASTM-3597-77 Wyzewbeek Method).
4. Color fastness to light 300 hours minimum (AATCC-16-1977 Carbon Arc.)
5. Comply with California BLT-117
6. All cloth-type woven material except Holdsworth Wool shall be treated with a flame proofing solution following the manufacturer's specifications, No-Flame by Amalgamated Chemical Inc., or equal.
7. Suggested source: Flame Resistant Fabrics by Holdsworth Wool, or LaFrance Mills.

(ii) **Vinyl / Leatherette:**

1. Seat vinyl / leatherette shall comply with test and performance criteria of the Federal Register dated October 20, 1993 (see Section VII., table1).
2. Suggested source: Flame Resistant vinyl by CMI D-90 or Omnova.



iii) **Seat Belts:**

(1) All seats shall be equipped with a 3-point restraint system for each designated seating position. Belts shall have:

- (a) The latch end of the belt will have an emergency locking retractor. The retractor will be mounted underneath the seat to the seat frame. No lap retractors.
- (b) A push button latch release mechanism.

(2) Two universal "Buckle Up" decals approximately 3" by 3" shall be furnished loose with each vehicle. Decals shall indicate that seat belt use is recommended.

iv) **Grab Handles:**

Grab handles shall be installed on the "A" and "B" pillars. OEM grab handles are acceptable.

II. **Lighting:**

i) **Exterior:**

All vehicle lights shall be OEM

ii) **Interior:**

Overhead and lower lighting shall be installed in the interior center seat row of the vehicle that provides not less than two foot-candles of illumination at the entrance area. This system shall illuminate automatically when the vehicle front or accessible doors are open. All accessory vehicle lighting shall conform to ADA 49 CFR, Part 38, Subpart B. Suggest Source: OEM.

JJ. **Radio:**

The vehicle shall be equipped with an AM/FM radio with a minimum of four speakers (two front and two rear). Suggested Source: OEM.

KK. **Safety Equipment:**

i) All safety equipment provided by the manufacturer shall be secured to each vehicle.

ii) The safety equipment shall be:

- (1) One UL listed 5 pound, 2A-10BC dry chemical fire extinguisher. Fire extinguisher shall have a metal head, a gauge to indicate state of charge, and a bracket with strap for securement. Source: Manufacturer's Standard.
- (2) One container of bi-directional emergency reflective triangles that meets FMVSS 125.
- (3) One web cutter shall be provided from the supplier of the wheelchair securement belts for use in an emergency.
- (4) Additional safety items to be provided on each vehicle:
  - (a) A 12-volt 97-db sealed solid state electronic warning alarm that is readily audible from outside the vehicle when transmission is in reverse. The alarm shall: be steam cleanable; have passed a 1 million cycle test; and meet SAE J994, OSHA, Bureau of Mines and all State Regulations. The alarm shall be mounted with bolts and properly grounded in a protected location in the rear of the vehicle (location shall be approved by the ordering agency). Suggested source: OEM standard.

LL. **HVAC (Heating & Air Conditioning):**

i) **Heating:**

- (1) Heating unit shall be automotive in-dash type (OEM or equal) and shall be capable of delivering heat, fresh air ventilation, and air conditioning to the driver's area (maximum BTU rating available). The heater shall have a temperature control valve which can be regulated from the driver's area. The driver's area shall have air circulation in each mode of defrost, heat, fresh air ventilation, and air conditioning.

ii) Air Conditioning:

- (1) The air conditioning system shall be integrated with a compatible in-dash driver's area evaporator unit and compressor (OEM) capable of delivering tempered air for windshield defrosting. The systems shall use refrigerant type R-134A and be warranted from in service date for one full year, minimum.

MM. Windows:

The vehicle shall be equipped with OEM standard tinted windows

NN. Painting and Paint Codes:i) Painting:

- (1) Standard paint color for all vehicles shall be the manufacturer's pre-finished white exterior panels (OEM white), with other OEM factory colors available upon request. Color scheme on all vehicles shall be provided at the time of ordering.
- (2) Pre-clean and metal prep, any bare metal surfaces prior to applying a compatible red oxide or zinc chromate primer.
- (3) When painting over a manufacturer's standard paint, metal prepping and primer may be omitted, provided an acceptable bond can be achieved

ii) Paint Codes:

- (1) Factory paint codes shall be furnished with all vehicles
- (2) After market painting - both the brand and paint code shall be furnished

OO. Mobility Aid Ramp:

The vehicle shall be equipped with a manually operated, 80-degree swing-away mobility access ramp which stows vertically and folds and unfolds through the passenger side door. The fold and unfold motion of the ramp must be counter balanced so that the force exerted by the operator does not exceed 15 lbs. The installed ramp shall not obstruct the view of the driver through any vehicle window. The ramp shall have a minimum usable width of 30" and a slope meeting the requirements of ADA, 49 CFR. The ramp surface shall be continuous and made skid resistant through powder coating. It shall have no protrusions from the surface greater than 1/4" and shall accommodate both four-wheel and three-wheel mobility aids. The ramp shall have a capacity of 600 lbs. Each side of the ramp shall have protective barriers at least two (2) inches high to prevent mobility aids from rolling off of the ramp edge. The ramp doors shall be interlocked with the vehicle emergency brake and or transmission to ensure the vehicle cannot be moved when the accessible passenger door is ajar.

PP. Electrical:

- i) Wiring: All wiring passing through holes in metal or non-metal wearing surfaces, which could cause wear of the insulation, shall be adequately protected by rubber or plastic grommets, and/or non-metallic conduit. Ends of all wires shall be adequately anchored to prevent loosening.
- ii) Lift equipped vehicles shall have a circuit breaker with a manual reset in the lift feed circuit. The circuit breaker shall be mounted under the hood, with easy access, in the positive power cable leading to the lift power pack.
- iii) 12 Volt auxiliary outlet

QQ. Equipment mounting:

For equipment mounted on the vehicle cab and chassis, all holes shall be drilled or punched. There shall be no flame cutting or welding on the frame side rails.

RR. Keys:

The vehicle shall be equipped with two (2) sets of keys with code numbers provided at delivery.



SS. Rear Defogger:

The vehicle shall be equipped with the OEM standard.

**V. WHEELCHAIR SECUREMENT AREA:**

D. The wheelchair securement system shall be installed according to ADA requirements. Securement locations shall be located in two positions: one position shall be next to the driver (side passenger) and the second position shall be in the center of the vehicle behind the driver and passenger seats. The integrated securement system shall restrain the occupant and the wheelchair separately and securely.

E. Wheelchair securement shall meet these minimum requirements:

1. Forward facing wheelchair tie down and occupant restraint shall consist of four floor attachment points for the chair and a combination, lap belt/shoulder restraint with manual height adjuster for the occupant per location.
2. Securement floor anchorage points shall be anodized aluminum, stainless steel or other non-corrosive metal construction and consist of aircraft type insert pockets that can be flush mounted with the rubber flooring (Flanged "L" style track with end caps – Suggest Source: Q-Straint Q5-6100-FPD, Sure-Lok 8663). Floor anchorage points for the rear securement space shall be spaced at a minimum of 50" from front to rear. Floor anchorage points shall be located no closer than 8" from a stationary wall or obstruction (forward or rearward) that would hinder an operator from attaching the securement system. Anchorage points can be used for the front tie downs, the rear tie downs, and can be shared by the center run of anchorage track. Width of anchorage track shall be no less than 30" wide allowing for the widest of mobility devices.
3. Securement wall anchorage point for shoulder restraint shall be stainless steel or other aircraft quality non-corrosive metal. Wall anchorage device shall provide vertical adjustment (approximately 12") for differences in height of the secured mobility aid. Wall anchor shall be permanently fastened to the body structure in the wall according to the belt assembly manufacturer's installation instructions.
4. The belt components shall be permanently marked to identify their location as follows: "floor", "lap", or "shoulder". The four belts that attach to the wheelchair from the floor anchorage points shall use a simple speed hook end ("J" or "S" style) for chair attachment and have automatic heavy duty retractors with a hard metal cover and manual knob control. One securement space shall have a fifth retractor to aid in the securement of scooters or difficult mobility devices. All floor attachment belts shall be the same and work in any of the four floor attachment points and be equipped with connector brackets for the lap belt assembly. Automatic self tensioning and self locking retractors with metal covers shall be part of the four floor belt assemblies for automatic belt tensioning. Belt ends with floor anchor attachments shall be easily identified for placement in the floor track.
5. All belt components shall meet ADA requirements and random static testing forces equal to:

Rear Belt Assembly	6,000 lbs. each, minimum
Front belt Assembly	2,000 lbs. each, minimum
Lap Belt Assembly	2,500 lbs. each, minimum
Shoulder Belt Assembly	2,500 lbs. each, minimum
Floor Insert Assembly	6,000 lbs. each, minimum

6. All components shall be installed to the securement manufacturer's recommended specifications.



7. An anchorage single point securement system is optional
8. Suggested sources: Q'Straint Model Q-8100-A1L, Sure-Lok's Retraktor™ Systems for L track: AL 712s-4c.

**F. Wheelchair restraint storage:**

2. Under Fold-away Seat Storage: The system shall be positioned under the fold-away seat at the wheelchair space. Storage system shall:
  - (a) Keep restraints clean
  - (b) Provide easy accessibility to restraints
  - (c) Restraints shall be stored securely to prevent noise while the vehicle is in motion.
  - (d) Restraint storage system shall be compatible with the installed securement system (L-Track or Single Point Securement System). Suggested Source: Freedman Tie-Down Storage System
2. Storage Pouch: A storage pouch shall be provided, for vehicles not equipped with a fold-away seat, so that the restraints can be stored off the floor in the vehicle when not in use. Location of storage pouch shall be determined at pilot model inspection.

**VIII. ALTERNATE QUOTES (OPTIONS):**

**F. Paint - Optional Designs:**

- i) The vehicle shall have a 3" belt painted stripe (no decals). An example would be: an OEM white vehicle with a 3" belt stripe.
- ii) The vehicle shall be painted a full body color, including the roof, other than OEM white. An example would be: a vehicle painted OEM red. Suggested Source: OEM provided colors.

**G. Smooth Anti-slip Flooring:**

- i) The entire passenger area including the wheelchair securement area shall be overlaid with smooth, slip resistant flooring material (in lieu of standard rubber flooring). The resilient sheet flooring system (2.2 mm thickness minimum) shall be a high quality vinyl constructed with aluminum oxide, silicon carbide grains and PVC chips blended in a high quality wear layer with a non woven polyester/cellulose backing with glass fiber reinforced center scrim. Installation of flooring must be done strictly according to the flooring manufacturer's directions using the proper accessories, tools, and adhesives. Suggested sources: Altro Transflor™ Meta, Altro Transflor™ Chroma.

**H. Wheelchair Single Point Securement System:**

- i) A wheelchair single point securement system (in lieu of "L" track anchorage system) shall offer 360 degree directional usage "pucks" and shall be cast stainless steel with a 2 ½" bolt to be secured to the floor positions. The single point securement system shall meet the same requirements as listed in section (Section IV, Wheelchair Securement Area). except the pucks shall not be shared in the center run of anchorage points (i.e. separate single point securement systems for each wheelchair securement area) and one securement space shall have an additional anchorage puck as to aid in the securement of scooters or difficult mobility devices. This additional anchorage puck shall be centered between the rear anchorages of the largest securement space. Suggested Sources: Q'Straint Slide N' Click, Sure-Lok Solo Floor Anchor System. Restraint Storage System:

**IX. VENDOR/MANUFACTURER REQUIREMENTS:**

**E. Vehicle Information Furnished:**



Vehicle information in this section shall be reviewed at the pre-pilot model review meeting and at final pilot model production. Vehicle information identified by “\*” shall be supplied with each vehicle at delivery. All manuals shall be provided in a hardcopy and an electronic copy (CD or DVD). The vendor/manufacturer shall maintain record or proof that all vehicle information was supplied to the ordering agency.

13. Copy of manufacturer's statement of origin for a vehicle.
14. \* Warranty papers for chassis, body, and additional equipment with each vehicle.
15. \* As built drawings showing wiring schematics of all electrical circuits, body, and chassis with each vehicle.
16. \* Operator's manual for vehicle and all add-on equipment with each vehicle.
17. \* A complete set of repair manuals or equivalent (CD / DVD or latest technology) for the chassis and a manufacturer's parts manual for the body, and auxiliary equipment for the first vehicle of each model year delivered to each transit agency.
18. \* Powertrain emission diagnosis manual (If available - for diagnosing drivability, emissions and powertrain control system symptoms) for the first vehicle of each model year and engine type delivered to each transit agency. Suggested Source: Helm Inc.
19. \* Maintenance and inspection schedule incorporating the required maintenance and inspection of the basic vehicle and its subsystems (i.e., wheelchair lift) with each vehicle.
20. \* Standard manufacturer's production option sheet(s)/decal(s) for chassis and body shall be installed in manufacturer's standard location, with no holes or rivets obscuring writing and numbers. Sheet shall include rear axle ratio. A paper copy of the service broadcast sheet for chassis shall also be provided with each bus
21. Certification that the seating floor anchorage and floor fasteners shall meet all applicable FMVSS including FMVSS 207, 208, 209, and 210.
22. \* Proof of vehicle suspension alignment (work order or bill) at final vehicle inspection and with each vehicle. Four wheel alignments shall include adjustments to front and rear suspension and steering parts so that axle alignment, camber, caster, and toe settings are within manufacturer's desired limits.
23. \* Proof of undercoating (warranty) at final vehicle inspection and with each vehicle.
24. \* Front end and rear towing instructions with each vehicle.
25. \* Wheelchair securement product instructions and training program.

**F. Manufacturer Quality Control:**

Vehicle contractor/manufacturer shall provide a plan for quality control during vehicle construction. Vehicle contractor/manufacturer shall also provide the name of the chief of quality control for vehicle construction.

The contractor shall establish and maintain an effective in-plant quality assurance organization. It shall be a specifically defined organization and should be directly responsible to the contractor's management and completely independent from production. The quality assurance organization shall exercise quality control over all phases of production from initiation of design through manufacture and preparation for delivery. The organization shall also control the quality of supply articles. The quality



assurance organization shall verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements. The quality assurance organization shall detect and promptly assure correction of any conditions that may result in the production of defective transit vehicles. These conditions may occur in design, purchases, manufacture, tests or operations that culminate in defective supplies, services, facilities, technical data, or standards. The contractor shall maintain drawings and other documentation that completely describe a qualified vehicle that meets all of the options and special requirements of this procurement. The quality assurance organization shall verify that each transit vehicle is manufactured in accordance with these controlled drawings and documentation.

The contractor shall ensure that all basic production operations, as well as other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based on the documented work instructions, adequate production equipment, and special work environments if necessary. A system for final inspection and test of completed transit vehicles shall be provided by the quality assurance organization. It shall measure the overall quality of each completed vehicle. A system shall be maintained by the quality assurance organization for identifying the inspection status of components and completed transit vehicle. Identification may include cards, tags, or other quality control devices. Inspection stations shall be at the best locations to provide for the work content and characteristics to be inspected. Stations shall provide the facilities and equipment to inspect structural, electrical, hydraulic, and other components and assemblies for compliance with the design requirements. Stations shall also be at the best locations to inspect or test characteristics before they are concealed by subsequent fabrication or assembly operations. These locations shall minimally include, as practical, under-body structure completion, body framing completion, body prior to paint preparation, water test before interior trim and insulation installation, engine installation completion, under-body dress-up and completion, vehicle prior to final paint touch-up, vehicle prior to road test, vehicle final road completion and presentation to resident inspectors. Tests shall be performed by the manufacturer to ensure that the unit is dustproof, water-tight, fumeproof, and that all vehicle fluids are per specifications. The quality assurance organization shall be responsible for presenting the completed vehicle to the resident inspectors. Sufficiently trained inspectors shall be used to ensure that all materials, components, and assemblies are inspected for conformance with the qualified design.

The State may be represented at the contractor's plant by resident inspectors. They shall monitor, in the contractor's plant, the manufacture of transit buses vehicles under this procurement. The contractor shall provide office space for the resident inspectors in close proximity to the final assembly area. This office space shall be equipped with desks, chairs, outside and interplant telephones, and other items sufficient to accommodate the resident inspector staff. Inspectors shall have lifting equipment available for raising vehicles for under vehicle inspections.

**G. Purchaser Inspection:**

The purchaser reserves the right and shall be at liberty to inspect all material and workmanship at all times during the progress of the work, and shall have the right to reject all material and workmanship which do not conform to the specifications or accepted practice. Where a resident inspector is used, upon the request to the quality assurance supervisor, the resident inspectors shall have access to the Contractor's quality assurance files related to this procurement. These files shall include drawings, material standards, parts lists, inspection processing and records, and record of defects.

**H. Warranty:**

Warranty shall become effective on the date the vehicle is placed into service based upon agency notice to contractor. Warranty service performed at the manufacturer's facilities at the manufacturer's request shall have all costs covered by the manufacturer. Warranty for the vehicle shall be the following as a minimum:

- (1) Three (3) years/36,000 miles on chassis.
- (2) Five (5) years/75,000 miles on powertrain.



- (3) Three (3) years on body structure, exterior and paint.
- (4) Eighteen (18) months on ramp.
- (5) Manufacturer's standard warranty of one (1) year 12,000 miles, minimum, on other add-on components and items.
- (6) The chassis, body, and all add-on components shall be warranted by the successful contractor.

**X. BID DOCUMENTS:**

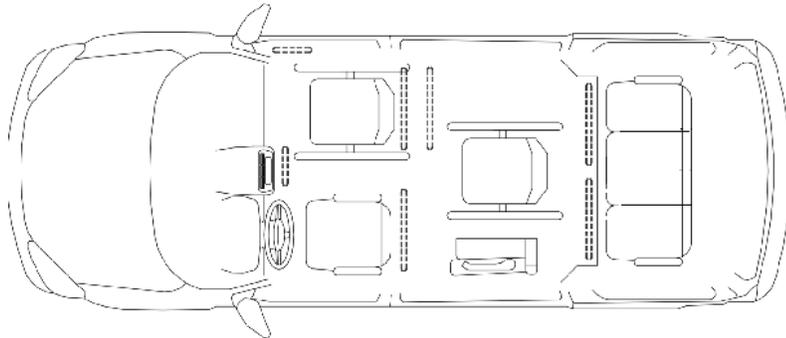
**The bidder shall supply a copy of the following documents with the bid quotation:**

- n) The Michigan Vehicle Cost Model / Evaluation Form completed in detail.
- o) A floor plan of the vehicle shall be provided indicating dimensions and showing the interior layout of the vehicle. The plan shall include wheelchair placement, engineering calculated loaded vehicle axle weights, and be drawn to scale for all configurations.
- p) A description of the manufacturer's chassis (specifications).
- q) All bidders – if applicable - must supply manufacturer's technical specifications for wheelchair lifts and wheelchair restraints. Manufacturer's sales literature is acceptable if it contains the technical specifications.
- r) The warranties for body, chassis, and drive train.
- s) The required Federal Transit Administration (FTA) clauses shall be attached to bid quotation.
- t) The technical data sheet including flammability and smoke emissions for the seat covering material supplied.
- u) Seat frame Salt Spray, humidity and impact resistance tests' results
- v) Certification test data showing that the seats, the seat belts, and the installation are in compliance with FMVSS-207, 208, 209, and 210 where applicable for the vehicle model being offered in this bid.
- w) Certification that the wiring and the switches for air conditioning and all add-on components are adequate to withstand transient loads expected.
- x) A copy of the dealer agreement between the Vehicle Conversion Manufacturer and the designated dealer.
- y) ALTOONA TEST REPORT: (If applicable) Modified chassis manufacturer only shall provide the Altoona test report of this vehicle at time of bid (4 years or 100,000 Miles).
- z) Modified chassis bidders must submit a description of the lowered floor material, design and construction.



**IX. FLOOR PLANS:**

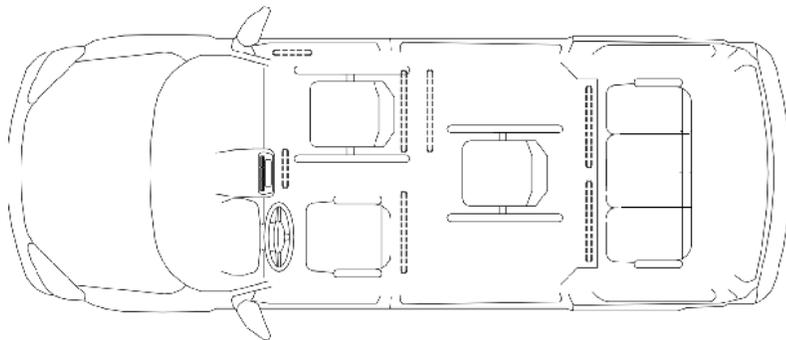
C.



3+2  
double fold-away seat (cloth or vinyl).

Accessible Passenger  
Vehicle with ramp and one

D.



3+2  
Vehicle with ramp (less double fold-away seat).

Accessible Passenger



**APPENDIX B  
MICHIGAN VEHICLE COST MODEL / EVALUATION FORM  
ACCESSIBLE PASSENGER VEHICLE (APV)  
MODIFIED (4 YEARS OR 100,000 MILES) / PURPOSE BUILT**

**Version Date: 8/10/10**

**Instructions:** Complete each section of the following cost model document. If applicable, provide as much detail as possible, in the evaluation portion, by listing product and model names, sizes, materials used, type, etc. Return completed document with your bid package as this document will be primarily referenced during the evaluation process.

**Failure to complete this document and return with your bid package will result in a bid disqualification.**

<b>Manufacturer:</b>		<b>Eldorado National, Salina KS</b>			
<b>Dealer / Vendor Company Name:</b>		<b>Mobility Transportation Services</b>			
<b>Dealer / Vendor Address:</b>		<b>42000 Koppernick, A3 Canton, MI 48187</b>			
<b>Preparer's Name:</b>					
<b>I</b>	<b>COST MODEL</b>				
	<b>QTY</b>	<b>Description</b>	<b>MiDEAL and Michigan Public Transit Authorities Unit Price (No Fee)</b>	<b>Extended Total (No Fee)</b>	<b>NASPO Member States Unit Price (Includes 1% Fee)</b>
		<b>ACCESSIBLE PASSENGER VEHICLE (APV)</b>			
<b>A</b>	40	3 + 2 passenger vehicle with vinyl fold-away seat covers	\$33,793	\$1,351,720	\$34,131
<b>B</b>	40	3 + 2 passenger vehicle with cloth fold-away seat covers	\$33,793	\$1,351,720	\$34,131
<b>C</b>	20	3 + 2 passenger vehicle, without fold-away seat	\$33,043	\$660,860	\$33,374
	<b>100</b>	<b>Total Contract Units</b>			
<b>D</b>		<b>Options – Alternate Quote Prices</b>			
D.5	25	Paint – 3” stripe	\$200	\$5000	\$202
D.6	50	Smooth Anti-slip Flooring	\$0	\$0	\$0
D.7	50	Wheelchair Single Point Securement System	\$100	\$5000	\$101
<b>TOTAL EVALUATION PRICE OF A-F ABOVE</b>					



**EVALUATION FORM**

	Item	Product Name and Model	Size, Material, and/or Type
<b>II</b>	<b>CHASSIS SPECIFICATIONS</b>		
<b>A.1</b>	Chassis - Modified	Eldorado Amerivan PT on Chrysler, Dodge Gr. Caravan	
<b>A.2</b>	Chassis – Purpose Built		
<b>B</b>	Wheelbase	121.2”	
<b>C.1</b>	Engine – Modified Chassis	3.6L FLEX FUEL OHV V6 (e-85)	
<b>C.2</b>	Engine – Purpose Built Chassis		
<b>D</b>	Transmission	6-Speed Automatic 62TE	
<b>E</b>	Tilt Wheel / Power Steering	OEM supplied	
<b>F</b>	Alignment	FOUR WHEEL, CERTIFIED - ENC	
<b>G</b>	Gross Vehicle Weight Rating (GVWR)	6050 GVWR	
<b>H</b>	Alternator	160 amp	
<b>I</b>	Battery	600 cold cranking amp	
<b>J</b>	Brakes	Antilock 4-Wheel Disc Brakes	
<b>K</b>	Fuel Tank Capacity	20.0 gal.	
<b>L</b>	Hazard Flashers	STANDARD OEM	
<b>M</b>	Speed / Cruise Control	STANDARD OEM	
<b>N</b>	Shock Absorbers	OEM LOAD LEVELING/HEIGHT CONTROL	
<b>O.1</b>	Suspension – Load Leveling & Height	STANDARD OEM FRONT	
<b>O.2</b>	Suspension – Kneeling System	Not required for ADA	
<b>P</b>	Exhaust	STAINLESS STEEL/MUFFLER	
<b>Q.1</b>	Wheels	16’ x 6.5’ stl. wheels w/Covers	
<b>Q.2</b>	Tires	225/65R16 BSW All Season	
<b>Q.3</b>	Wheel Covers	Full wheel covers	
<b>R</b>	Windshield Wipers / Horn	STANDARD OEM	
<b>S</b>	Radiator and Coolant System	H.D. COOLING SYSTEM OEM	
<b>T</b>	Fluids	Meets specifications	
<b>III</b>	<b>BODY AND EQUIPMENT SPECIFICATIONS</b>		
<b>A</b>	Bumpers	OEM	
<b>B.1</b>	Doors – Front Driver and Passenger	OEM w/ power locks	
<b>B.2</b>	Doors – Accessible	OEM modified to specifications	
<b>B.3</b>	Doors - Rear	OEM with emergency release w/ decal	
<b>C</b>	Ground Effects (Modified Chassis)	Plastic and painted to match	
<b>D</b>	Interior Panels	OEM, modified to conversion	
<b>E.1</b>	Sub-flooring	3/8” wood with Stainless steel	
<b>E.2</b>	Vehicle Flooring	Altro Transfloor Meta	
<b>F</b>	Gauges	OEM, per specifications	
<b>G</b>	Donation Box		
<b>H</b>	Mud Flaps	Blk. Rubber, 1/4” thick	
<b>I</b>	Undercoating / Rust Proofing	Tectyl 121 – B	
<b>J</b>	Interior Mirrors / Sunvisor	Both OEM	
<b>K</b>	Exterior Mirrors	OEM Power mirrors	
<b>L.1</b>	Seating – OEM	OEM, modified to roll out	
<b>L.2</b>	Seating – Fold-A-Way	Freedman feather weight, 3 pt.	
<b>L.3</b>	Seat Belts	3-Point, both OEM & Freedman	
<b>L.4</b>	Grab Handles	OEM	
<b>M.1</b>	Lighting - Exterior	OEM	
<b>M.2</b>	Lighting – Interior	Meets ADA, OEM with Additional L.E. D. lighting at Ramp doorway	
<b>N</b>	Radio	Am/Fm Stereo OEM, 4 speakers	
<b>O</b>	Safety Equipment	5 lb extinguisher, Ref. triangles, Web cutter, 97db B.U. alarm	
<b>P.1</b>	HVAC – Heating	OEM, modified, meets specs.	



<b>P.2</b>	HVAC – Air Conditioning	OEM, modified, meets specs.	
<b>Q</b>	Windows	OEM, Standard tinted	
<b>R</b>	Painting and Paint Codes	OEM and meeting requirements where modified	
<b>S</b>	Mobility Aid Ramp	Meets specifications and exceeds, width is 31”	
<b>T</b>	Electrical	OEM, modified per specs	
<b>U</b>	Equipment mounting	Per specifications	
<b>V</b>	Keys	2 sets with numbers	
<b>W</b>	Rear Defogger	OEM electric rear defogger	
<b>IV</b>	<b>WHEELCHAIR SECUREMENT AREA</b>		
<b>A</b>	Wheelchair Securement Area	Meets specifications as shown on attached floorplans	
<b>B</b>	Wheelchair Restraints	Q-8100 (DLX.) or Q-8300 (Max) systems, Agency choice	
<b>C</b>	Restraint Storage System	Under fold-away seat, Pouch or dedicated storage unit. Agency choice and floorplan influenced	
<b>V</b>	<b>OPTIONS – ALTERNATE QUOTE PRICES</b>		
<b>A.1</b>	Paint- One Stripe	3” wide painted stripe	
<b>A.2</b>	Paint – Different Full Body	Many choices of OEM colors	No extra charge
<b>B.1</b>	Fold-A-Way Deduction	Deletion credit noted on Schedule A	
<b>B.2</b>	Wheelchair Storage Pouch	Included as standard	
<b>C</b>	Smooth Anti-Slip Flooring	Included as standard	
<b>D</b>	Wheelchair Single Point Securement	Cost shown on Schedule A	
<b>VI</b>	<b>VENDOR / MANUFACTURER REQUIREMENTS</b>		
<b>A</b>	Vehicle information furnished		YES
<b>B</b>	Manufacturer Quality Control (name/title)		ISO9001 and QVM
<b>C</b>	Purchaser inspection		Always welcomed.
<b>D</b>	Warranty		Documents include in Attachments.
<b>VII</b>	<b>BID DOCUMENTS</b>		Please mark (X) as completed
<b>A</b>	Completed Michigan Vehicle Cost Model / Evaluation Form		X
<b>B</b>	Vehicle floor plans		X
<b>C</b>	Manufacturer’s chassis description		X
<b>D</b>	Wheelchair lift manufacturers’ specifications		No wheelchair lift specified.
<b>E</b>	Body, chassis, and drive train warranties		X
<b>F</b>	Federal Transit Administration (FTA) Clauses		X
<b>G</b>	Seat covering material flammability and smoke data		X
<b>H</b>	Seat frame salt spray test data		X
<b>I</b>	Seat and seat belt certification		X
<b>J</b>	Wiring and switch certification		X
<b>K</b>	Dealer Agreement		X
<b>L</b>	Altoona Test Report		X
<b>M</b>	Lowered Floor specifications		X
<b>N</b>	<b>Additional Supporting Documents</b>		X
<b>VIII</b>	<b>EXCEPTIONS - List all exceptions in the space below:</b>		
	WE HAVE NO EXCEPTIONS. Specifications are exceeded in 2 areas. #1, Ramp is wider – Important for big wheelchairs. #2 Stainless steel subfloor is rust resistant through and through. Some vans use an aluminum coated steel that rusts pretty quickly when the coating wears away.		
<b>IX</b>	<b>BIDDER COMMENTS</b>		
	Ground Effects - <b>IF</b> steel Ground Effects painted to specifications are a acceptable alternative to plastic then \$400 per unit can be deducted from each of the 100 units resulting in a \$40,000 savings		



**Appendix C - Governing Documents**  
**Federally Required Contract Clauses (Rolling Stock)**

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**21. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS..... 86**



**1. BUY AMERICA REQUIREMENTS**

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded Contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subContractors.

**Certification requirement for procurement of steel, iron, or manufactured products.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date 10/11/2010

Signature Paul Brown

Company Name MOBILITY TRANSPORTATION SERVICES

Title PRESIDENT



**Certification requirement for procurement of buses, other rolling stock and associated equipment.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date \_\_\_\_\_

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date 10/11/2010 (FEDERAL WAIVER INCLUDED)

Signature Jud Brown IN ATTACHMENTS

Company Name Mobility TRANSPORTATION SERVICES

Title PRESIDENT

**2. CARGO PREFERENCE REQUIREMENTS 46 U.S.C. 1241/46 CFR Part 381**

**Use of United States-Flag Vessels - The Contractor agrees:**

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a subContractor's bill-of-lading.)
- c. to include these requirements in all subContracts issued pursuant to this Contract when the subContract may involve the transport of equipment, material, or commodities by ocean vessel.

**3. ENERGY CONSERVATION REQUIREMENTS 42 U.S.C. 6321 et seq./49 CFR Part 18**

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.

**4. CLEAN WATER REQUIREMENTS 33 U.S.C. 1251**

- (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. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn,



- report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subContract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**5. BUS TESTING** 49 U.S.C. 5323(c)/49 CFR Part 665

The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

**CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS**

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date: 10/11/2010 (TEST DOCS ATTACHED)

Signature: Daniel Brown

Company Name: Mobility TRANSPORTATION SERVICES

Title: PRESIDENT

**6. PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS** 49 U.S.C. 5323/49 CFR Part 663

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

- (1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with 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 Specification 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.

**BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT**

Certificate of Non-Compliance

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date: 10/11/2010 (FEDERAL WAIVER INCLUDED IN ATTACHMENTS)  
 Signature: [Signature]  
 Company Name: Mobility Transportation Services  
 Title: PRESIDENT

**7. LOBBYING** 31 U.S.C. 1352/49 CFR Part 19/49 CFR Part 20  
**Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]** - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal Contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING**  
 Certification for Contracts, Grants, Loans, and Cooperative Agreements  
*(To be submitted with each bid or offer exceeding \$100,000)*

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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 [as amended by "Government wide Guidance for New



Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subContracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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

David Brown Signature of Contractor's Authorized Official

DAVID BROWN PRESIDENT Name and Title of Contractor's Authorized Official

10/11/2010 Date

**8. ACCESS TO RECORDS AND REPORTS** 49 U.S.C. 5325/18 CFR 18.36 (i)/49 CFR 633.17

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes Contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated Contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions.



4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a Contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the Contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subContracts.

**Requirements for Access to Records and Reports by Types of Contract**

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>I State Grantees</u>						
a. Contracts below SAT (\$100,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
b. Contracts above \$100,000/Capital Projects	None unless <sup>1</sup> non-competitive award		Yes, if non-competitive award or if funded thru <sup>2</sup> 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
<u>II Non State Grantees</u>						
a. Contracts below SAT (\$100,000)	Yes <sup>3</sup>	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects	Yes <sup>3</sup>		Yes	Yes	Yes	Yes

Sources of Authority:

<sup>1</sup> 49 USC 5325 (a)

<sup>2</sup> 49 CFR 633.17

<sup>3</sup> 18 CFR 18.36 (i)

**9. FEDERAL CHANGES** 49 CFR Part 18

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

**10. CLEAN AIR** 42 U.S.C. 7401 et seq/40 CFR 15.61/49 CFR Part 18

- (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. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subContract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**11. RECYCLED PRODUCTS** 42 U.S.C. 6962/40 CFR Part 247/Executive Order 12873

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.

**12. NO GOVERNMENT OBLIGATION TO THIRD PARTIES****No Obligation by the Federal Government.**

- (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.

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

31 U.S.C. 3801 et seq. /49 CFR Part 31 18 U.S.C. 1001/49 U.S.C. 5307

- (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.

**14. TERMINATION** 49 U.S.C. Part 18/FTA Circular 4220.1F

**a. Termination for Convenience (General Provision)** The (Recipient) 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 (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) 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 (Recipient) 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 (Recipient) 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 (Recipient), 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 (Recipient) 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 (Recipient)'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 (Recipient) setting forth the nature of said breach or default, (Recipient) 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 (Recipient) 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 (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

**e. Termination for Convenience (Professional or Transit Service Contracts)** The (Recipient), by written notice, may terminate this Contract, in whole or in part, when it is in the Government's interest. If this Contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this Contract for services rendered before the effective date of termination.

**f. Termination for Default (Supplies and Service)** If 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 (Recipient) may terminate this Contract for default. The (Recipient) 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.

**g. 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 (Recipient) may terminate this Contract for default. The (Recipient) 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 Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) 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 (Recipient).

**h. 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 (Recipient) may terminate this Contract for default. The (Recipient) 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 (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.
  - a. 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.

**i. Termination for Convenience or Default (Architect and Engineering)** The (Recipient) may terminate this Contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the Contract obligations. The (Recipient) 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 Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the 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 Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.



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.

**j. Termination for Convenience of Default (Cost-Type Contracts)** The (Recipient) 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 (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) 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 (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), 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 (Recipient) 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 (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

#### **15. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

49 CFR Part 29/Executive Order 12549/Executive Order 12689/31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327)

##### **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 **State of Michigan**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the **State of Michigan**, 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.

#### **16. PRIVACY ACT REQUIREMENTS** 5 U.S.C. 552

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 that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.

(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 in part with Federal assistance provided by FTA.

**17. CIVIL RIGHTS REQUIREMENTS** 29 U.S.C. § 623, 42 U.S.C. § 2000/42 U.S.C. § 6102, 42 U.S.C. § 12112/42 U.S.C. § 12132, 49 U.S.C. § 5332/29 CFR Part 1630/41 CFR Parts 60 et seq.

The following requirements apply to the underlying Contract:

(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.

**18. BREACHES AND DISPUTE RESOLUTION** 49 CFR Part 18/FTA Circular 4220.1F

**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. 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 [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by (Recipient), 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 therefor 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 (Recipient) and the 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 (Recipient) is located.

**Rights and Remedies** - The 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 (Recipient), (Architect) 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.

**19. DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26**

- a. 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 U.S. 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 **State of Michigan** deems appropriate. Each subContract the Contractor signs with a subContractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- b. 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*. Each subContract the Contractor signs with a subContractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).  
Accordingly, as a condition of permission to bid, a certification must be completed and submitted with the bid. A bid which does not include certification may not be considered.



**20. DBE TRANSIT VEHICLE MANUFACTURER CERTIFICATION**

ELDORADO NATIONAL CORPORATION (Name of Manufacturer), a TVM, hereby certifies that it has complied with the requirement of Section 26.49 of 49 CFR, Part 26 by submitting a current annual DBE goal to FTA. The goals apply to Federal Fiscal Year 2011 (October 1, 2010 to September 30, 2011 ) and have been approved or not disapproved by FTA.

ELDORADO NATIONAL CORPORATION (Name of Contract Vendor), hereby certifies that the manufacturer of the transit vehicle to be supplied ELDORADO NATIONAL CORPORATION (Name of Manufacturer) has complied with the above referenced requirement of Section 26.49 of 49 CFR Part 26.

Signature: 

Date: 10/11/2010

Title: MICHIGAN DEALER REPRESENTATIVE

Manufacturer: ELDORADO NATIONAL CORPORATION

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

FTA Circular 4220.1F

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



U.S.C. Where Federal funding is sought, requests for project grants must be submitted to the FAA Los Angeles Airports District Office in Hawthorne, California.

The Town of Buckeye submitted to the FAA the noise exposure maps, descriptions, and other documentation produced during the noise compatibility study. The Buckeye Municipal Airport noise exposure maps were determined by the FAA to be in compliance with applicable requirements on September 22, 2008. Notice of this determination was published in the Federal Register on February 25, 2009, Volume 74, Number 36, Page 8612.

The Buckeye Municipal Airport study contains a proposed noise compatibility program comprised of actions designed for phased implementation by airport management and adjacent jurisdictions. It was requested that the FAA evaluate and approve this material as a Noise Compatibility Program as described in section 47504 of the Act. The FAA began its review of the program on December 4, 2009, and was required by a provision of the Act to approve or disapprove the program within 180 days (other than the use of new or modified flight procedures for noise control). Failure to approve or disapprove such program within the 180-day period shall be deemed to be an approval of such program.

The submitted program contained five proposed actions for noise abatement, noise mitigation, land use planning and program management on and off the airport. The FAA completed its review and determined that the procedural and substantive requirements of the Act and Part 150 have been satisfied. The overall program was approved by the FAA, effective May 13, 2010.

Outright approval was granted for five of specific program measures. The approved measures include such items as: Developing a pilot and community outreach program; Developing project review guidelines for development of proposals within the Public Airport Disclosure Area; Town of Buckeye to discourage re-zoning of parcels near the airport that would allow more than one dwelling unit per acre; Update noise exposure maps and noise compatibility programs; Oversee implementation of the Part 150 Noise Compatibility Program.

These determinations are set forth in detail in a Record of Approval signed by the Western-Pacific Region Airports Division Manager on May 13, 2010. The Record of Approval, as well as other evaluation materials and the documents comprising the submittal, are available for review at the FAA office listed above

and at the administrative offices of the Town of Buckeye. The Record of Approval also will be available online at: [http://www.faa.gov/airports/environmental/airport\\_noise/part\\_150/states/](http://www.faa.gov/airports/environmental/airport_noise/part_150/states/).

Issued in Hawthorne, California on June 8, 2010.

Debbie Roth,  
Acting Manager, Airports Division, Western-Pacific Region, AWP-600.

[PR Doc. 2010-14971 Filed 6-18-10; 8:45 am]  
BILLING CODE 4910-13-P

#### DEPARTMENT OF TRANSPORTATION

##### Federal Transit Administration

[Docket No. FTA-2009-0002]

##### Notice of Buy America Waiver for Minivans and Minivan Chassis

AGENCY: Federal Transit Administration (FTA), DOT.

ACTION: Notice of Buy America Waiver.

**SUMMARY:** In response to formal requests from El Dorado National, Kansas, and Chrysler Group LLC, and informal requests from several other parties, and based on the fact that no manufacturer has identified itself as willing and able to supply minivans or minivan chassis that are assembled in the United States, the Federal Transit Administration hereby waives its Buy America final assembly requirement for minivans and minivan chassis. This waiver is valid until such time as a domestic source becomes available.

**FOR FURTHER INFORMATION CONTACT:** For questions please contact Jayme L. Blakesley at (202) 366-0304 or [jayme.blakesley@dot.gov](mailto:jayme.blakesley@dot.gov).

##### SUPPLEMENTARY INFORMATION:

El Dorado National, Kansas ("El Dorado") asked the Federal Transit Administration ("FTA") to waive its Buy America requirements, on the basis of non-availability, for minivan chassis manufactured and assembled by Chrysler in Ontario, Canada. El Dorado uses Chrysler minivan chassis to manufacture its American lowered-floor minivans. In its request for a waiver, El Dorado asserts that General Motors and Chrysler minivan chassis, including those used on the Chevrolet Uplander, Pontiac Montana, Buick Terraza, Saturn Relay, Chrysler Town & Country, and Dodge Grand Caravan, are no longer manufactured in the United States. El Dorado manufactures its product by purchasing Chrysler minivan chassis, replacing the floor, installing wheelchair securement equipment, and adding a ramp to the side door.

According to El Dorado, in 2008 General Motors and Chrysler stopped manufacturing minivans in the United States. The absence of a domestic source for minivan chassis has severely impacted El Dorado; 75% of its sales are to FTA grantees.

By subsequent letter dated March 5, 2010, the Chrysler Group LLC ("Chrysler") requested a public interest waiver of the final assembly requirements for minivans and minivan chassis. According to Chrysler, minivans are no longer available from a domestic source—Chrysler closed its St. Louis final assembly facility in 2008; Honda has declined to make its minivans eligible for purchase with FTA funds; Nissan may change its final assembly location from the United States to Japan; and Toyota has not responded to public procurements.<sup>1</sup>

In addition to the requests from El Dorado and Chrysler, FTA has received many inquiries from its grantees about the non-availability of minivans from a domestic source. According to these grantees, minivans are no longer available from a source that is willing or able to comply with FTA's Buy America requirements.

With certain exceptions, FTA's "Buy America" requirements prevent FTA from obligating an amount that may be appropriated to carry out its program for a project unless "the steel, iron, and manufactured goods used in the project are produced in the United States." 49 U.S.C. 5323(j)(1). One such exception is if "the steel, iron, and goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality." 49 U.S.C. 5323(j)(2)(B). In the case of a specific procurement, FTA presumes that the conditions exist to a waiver if no responsive and responsible bid is received offering an item produced in the United States. For requests that will affect an entire industry, FTA will not waive its Buy America requirements until it can ascertain whether the item truly is not available from a domestic source.

In order to verify El Dorado's assertion that minivans and minivan chassis are not available from a

<sup>1</sup> Contrary to Chrysler's assertion that Toyota has not responded to public procurements, in May 2010 FTA learned that Toyota may have certified compliance with the Buy America requirements when it supplied minivans to a transit provider. FTA attempted to communicate with Toyota by letter, e-mail, and telephone to determine whether Toyota is willing and able to supply Buy America-compliant minivans. Toyota has not responded; therefore, until such time as Toyota can document its willingness and ability to comply with FTA's Buy America requirements, Toyota minivans will not be eligible for purchase with FTA funds.



domestic source, on April 2, 2009, FTA published a notice in the Federal Register seeking public comment. Unlike with public interest waivers, FTA is not required to publish a notice in the Federal Register before waiving its Buy America requirements on the basis of non-availability. In this instance, however, FTA proceeded with an abundance of caution because a non-availability waiver would have a national impact. In order to understand completely the facts surrounding the El Dorado's request, FTA asked for comment from all interested parties regarding the availability of domestically manufactured minivans and minivan chassis.

Approximately three dozen parties responded to FTA's notice by submitting comments to the Docket, including vehicle manufacturers, transit service providers, transit agencies, cities, counties, metropolitan planning organizations, transportation associations, and state departments of transportation. The overwhelming majority of comments expressed support for a waiver, recognizing the fact that minivans are not available from a domestic source. One commenter asked for additional information. Three parties opposed a waiver. Of note, FTA received comments from a direct competitor to El Dorado—the Braun Corporation—and two minivan manufacturers—Chrysler and Honda. With the exception of Honda, all parties confirmed El Dorado's assertion that minivans and minivan chassis are not available from a domestic source. Toyota, Nissan and other minivan manufacturers did not submit comments.

In a short, three-paragraph comment dated June 11, 2009, Honda indicated that it manufactures its Odyssey LX model minivan in Lincoln, Alabama, and asserted that it complies with FTA's Buy America domestic content and final assembly requirements. However, after several months of correspondence with FTA, Honda declined to make its minivans available for procurement by FTA grantees based on concerns about the disclosure of detailed cost information. Thus, while Honda claims that its Odyssey model minivan meets the domestic content and final assembly requirements of FTA's regulations, FTA grantees would still be precluded from purchasing the Odyssey because Honda is unwilling to comply with FTA's pre-award/post-delivery audit requirements.

Of the many comments favoring a waiver, most expressed support only because minivans are not, in fact, available from a domestic source. Several commenters noted their desire

to see minivan production return to the United States. FTA shares this desire. FTA regrets the fact that Chrysler elected to close its St. Louis final assembly facility and that other manufacturers of minivans have decided not to make their vehicles available for purchase with FTA funds.

The above reservations notwithstanding, the fact remains—minivans and minivan chassis are not available from a domestic source. Therefore, after careful consideration, and based on the fact that no manufacturer has identified itself as willing and able to supply minivans or minivan chassis that are assembled in the United States, FTA hereby waives its Buy America final assembly requirement of 49 CFR 661.11 for all minivans and minivan chassis, regardless of manufacturer. Minivan manufacturers will need to comply with FTA's domestic content requirement as well as the pre-award and post-delivery audit requirements of 49 CFR part 663. This waiver is valid until such time as a domestic source, as verified by FTA, becomes available.

Issued this 15th day of June, 2010.

Dorval R. Carter, Jr.,  
Chief Counsel.

[FR Doc. 2010-14982 Filed 6-18-10; 8:45 am]  
BILLING CODE 4910-67-P

## DEPARTMENT OF TRANSPORTATION

### Federal Highway Administration

New York State Department of Transportation (NYSDOT);  
Environmental Impact Statement;  
Monroe County, New York

AGENCY: Federal Highway Administration (FHWA), DOT.  
ACTION: Revised Notice of Intent.

**SUMMARY:** The FHWA is issuing this revised notice to advise the public that FHWA and NYSDOT will not be preparing an Environmental Impact Statement (EIS) for the proposed improvements to extend Route 531 in the Towns of Ogden and Sweden, Monroe County, New York (NYSDOT Project Identification Number: 4531.05). A Notice of Intent to prepare an EIS was published in the Federal Register on January 14, 2005.

**FOR FURTHER INFORMATION CONTACT:** Jeffrey W. Kolb, Division Administrator, Federal Highway Administration, New York Division, Leo W. O'Brien Federal Building, 9th Floor, Clinton Avenue and North Pearl Street, Albany, New York 12207, Telephone: (518) 431-4127.  
Or

Robert A. Traver, Acting Regional Director, New York State Department of Transportation Region 4; 1530 Jefferson Road, Rochester, New York 14623, Telephone: (585) 272-3310.

**SUPPLEMENTARY INFORMATION:** The FHWA, in cooperation with the New York State Department of Transportation (NYSDOT) will not prepare an EIS as previously intended on a proposal to extend Route 531 in Monroe County, New York. The purpose of the Route 531 Extension study was to develop improvements to the 6.5 mile long corridor that could provide for the existing and projected traffic demand and to address highway safety. During the scoping phase of the project however, the results of traffic studies and accident analysis indicated that future Route 31 traffic will operate at capacity during the commuter peak. As such, most of the traffic problems, other than those at the current Route 531 terminus with Route 36, will not occur until 15 years or more in the future. The study indicated that few highway improvements are required other than addressing the Route 531 terminus and identified safety issues within the study area. The improvements being considered will not have a significant impact on the environment and will be progressed as Categorical Exclusion(s).

(Catalog of Federal Domestic Assistance Program Number 20.205, Highway Planning and Construction. The regulations implementing Executive Order 12372 regarding intergovernmental consultation on Federal programs and activities apply to this program.)

Authority: 23 U.S.C. 315; 23 CFR 771.123.

Issued on: June 10, 2010.

Jeffrey W. Kolb,  
Division Administrator, Federal Highway Administration, Albany, New York.  
[FR Doc. 2010-14863 Filed 6-18-10; 8:45 am]

BILLING CODE 4910-22-M

## DEPARTMENT OF TRANSPORTATION

### Federal Motor Carrier Safety Administration

#### Sunshine Act Meetings; Unified Carrier Registration Plan Board of Directors

AGENCY: Federal Motor Carrier Safety Administration (FMCSA), DOT.

TIME AND DATE: July 8, 2010, 12 noon to 3 p.m., Eastern Daylight Time.

PLACE: This meeting will take place telephonically. Any interested person may call Mr. Avelino Gutierrez at (505) 827-4565 to receive the toll free number and pass code needed to participate in this meeting by telephone.



**APPENDIX D  
Affidavit for Driver Delivery**

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

1. The drivers of the Vehicle's are correctly licensed and trained in proper vehicle operation.
2. The dealership accepts all responsibility and liability for Vehicle's in transit.
3. The requesting contractor must sign the affidavit below and submit this with the bid.

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

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

*Dave Brown*

Signed

12/27/2010

Date

President

Title

Mobility Transportation Services

Contractor



**APPENDIX E  
ISO-QMS-FMVSS**



**Orion Registrar, Inc., USA  
Certificate of Registration**

*This is to certify the Quality Management System of:*

**EIDorado National (Kansas), Inc.  
1655 Wall Street  
Salina, Kansas 67401  
USA**

*Has been assessed by Orion Registrar and found to be in compliance with  
the following Quality Standard:*

**ISO 9001:2008**

*The Quality Management System is Applicable to:*

**Design, Manufacture and Sale of Customized  
Buses and Multipurpose Passenger Vehicles**

*The Registration period is from October 30, 2009 to October 29, 2012.*

*This registration is subject to the company maintaining its system to the  
required standard, and applicable exceptions, which will be monitored by Orion.*

*Client ID 00342-00001. Certificate ID A0000205-7.*

*ETC / NAICS / SIC Code(s): 22 / 336112 / 3713*



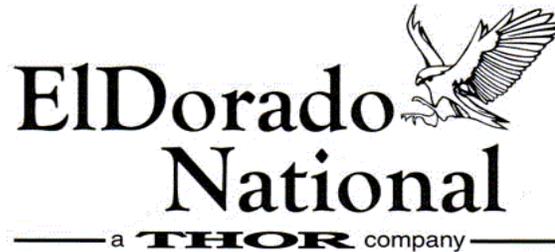
*Paul M. [Signature]*  
President

10/23/2009  
Date



Orion Registrar, Inc. ★ Arvada, Colorado ★ PO Box 745070 ★ 303-456-6010 ★ FAX 303-456-6681

To authenticate this certificate please visit [www.orion4value.com](http://www.orion4value.com)



Eldorado National (Kansas') policy in regards to quality and our quality objectives are as stated below:

**QUALITY POLICY**

**“Do it right the first time”**

Each of us at Eldorado National is committed to improving our customer's satisfaction. We focus on **doing things right the first time** in each area of our company. This establishes a standard for the quality of our products and services for which we constantly seek ways to improve.

**Quality Objectives:**

1. To maintain a minimum warranty expense to conversion sales ratio.
2. To meet the shipping schedule each month.
3. To maintain a modest labor cost to sales.
4. Eliminate repetitive write-ups.

Our Q.C. Manager has been appointed to discharge the managerial duties of our ISO 9001:2000 Quality Management System. Those duties include the administration of our Quality System. Our Technical Advisor has been assigned to assist with these duties.

The Quality Management System will be reviewed on a regular basis as detailed in our Quality Management System Operating Policies and Procedures. This review will be done at our regular management meetings. At least one meeting each year will be devoted to reviewing the Quality Management System.

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Sheldon Walle  
Senior Vice President and General Manager

**Quality Management System**

**Eldorado National – Kansas, Inc.** establishes, documents, implements, and maintains a Quality Management System (**QMS**). Continual improvements and management of the **QMS** are in place to monitor the effectiveness in accordance with the requirements of the International Standards. The **QMS** ensures:

- Processes and their applications, that are needed for the **QMS**, are identified
- The sequence and interactions of these processes are determined within this manual
- The Criteria and methods needed to ensure that both the operation and control of these processes are effectively determined within this manual
- The accessibility of resources and information necessary to support the operation and monitoring of these processes



- These processes are monitored, measured, and analyzed
- Actions necessary to attain planned results and continual improvement of these processes are implemented

Where **EIDorado National – Kansas, Inc.** chooses to outsource processes, **EIDorado National – Kansas, Inc.** guarantees the control over such processes. Documentation of such control is identified within this Quality Manual.

**QMS Documentation**

**EIDorado National – Kansas, Inc.’s QMS** is documented using the following structure:

• Level 1	<b>QMS Manual</b>	What is done	<b>QMS Operating Policies</b>
• Level 2	<b>QMS Procedures</b>	Who does it	<b>QMS authority, responsibility, and interfaces</b>
• Level 3	Work Instructions	How is it done	Prints, specifications, routing forms, etc.
• Level 4	Quality Records	Results – historical info.	Purchase Order, ECN, Prints, Inspection Results, etc.

**Document and Data Control**

**EIDorado National – Kansas, Inc.** controls the issuing and changing of documents and data for Level 1, Level 2, and Level 3 of the **QMS** documentation. This type of control includes:

- Documents and data in the form of hard copy, electronic, and other media
- Reviewing, approving, and re-approving as necessary new or revised documents and data by authorized personnel prior to making the information available
- Ensuring documents of external origin (*i.e. customer*) are identified and their distribution controlled
- Identifying the current revision of documents and data with a master list or other means
- Ensuring all documents and data are legible and readily identifiable
- Preventing the unintended use of obsolete documents and data
- Suitable identification to documents and data to be retained for any purpose

**QMS Records**

**EIDorado National – Kansas, Inc.** maintains quality records that demonstrate conformance to the specified requirements and the effective operation of the **QMS**. **QMS** documentation defines how these records are identified, collected, indexed, accessed, stored, maintained and dispositioned. These records are legible and stored in a way that minimizes damage but keeps them accessible to meet operating needs. The retention times for these records are recorded. When specified in a contract, records will be made available to the customer.

**MANAGEMENT RESPONSIBILITY**

**Management Commitment**

Top Management of **EIDorado National – Kansas, Inc.** is committed to the development and implementation of the **QMS** and its continual improvement of its effectiveness. This is realized by:

- Communicating to **EIDorado National – Kansas, Inc.**, the importance of meeting customer, statutory, and regulatory requirements
- The establishment of the **Quality Policy**
- The establishment of the **Quality Objectives**
- Conducting Management Reviews
- Ensuring the availability of resources



### Customer Focus

Top Management of **EIDorado National – Kansas, Inc.** is committed and ensures that customer requirements are determined and are met with the aim of enhancing customer satisfaction.

### Quality Policy

Top Management of **EIDorado National – Kansas, Inc.** establishes the **Quality Policy** for **EIDorado National – Kansas, Inc.** The Quality Policy is a concise explanation and commitment to “Quality” and “Customer Satisfaction.” The General Manager ensures that the **Quality Policy**:

- Is appropriate to the purpose of **EIDorado National – Kansas, Inc.**
- Includes a commitment to comply with requirements and continually improve the effectiveness of the **QMS**
- Provides the basis for establishing and reviewing the **QUALITY OBJECTIVES**
- Is communicated and understood within **EIDorado National – Kansas, Inc.**
- Is reviewed for continuing suitability

### Quality Objectives

Top Management of **EIDorado National – Kansas, Inc.** ensures the establishment of the Quality Objectives, including those needed to meet requirements for product, at appropriate functions and levels within the plant. All Quality Objectives are measurable and consistent with the **QUALITY POLICY**.

### QMS Planning

Top Management of **EIDorado National – Kansas, Inc.** ensures that the planning of the **QMS**, including the Quality Objectives, is carried out to comply with requirements. Where necessary, such planning and documentation is located within this **QMS** manual. Changes to the **QMS** are planned and implemented while maintaining the highest integrity of the **QMS**.

### Responsibility and Authority

Top Management of **EIDorado National – Kansas, Inc.** establishes the authority, responsibility, and interfaces for all plant personnel involved in work that affects Quality. Where necessary, documentation of such authorities and responsibilities are within the **QMS** manual.

### Management Representative

The General Manager of **EIDorado National – Kansas, Inc.** establishes a Management Representative for the **QMS** with the responsibility and authority to:

- Ensure the processes needed for the **QMS** are installed, implemented, and maintained
- Report to the Management Team on the performance of the **QMS** and any needs for improvement
- Ensure the promotion of awareness of customer requirements throughout the plant

### Internal Communication

Top Management of **EIDorado National – Kansas, Inc.** ensures that appropriate internal communication is established, within the plant, which takes place regarding the effectiveness of the **QMS**.

### Management Review

Top Management of **EIDorado National – Kansas, Inc.** will review the **QMS** at management meetings, at least annually, to ensure and determine the suitability, adequacy, and effectiveness. These reviews will also assess opportunities for improvement and the need for changes to the **QMS**, including updating the *Quality Policy* and *Quality Objectives* if necessary. Minutes of these reviews are kept.

- **Review Input includes:**
  - Results of Internal Audits
  - Customer Feedback
  - Process performance and product conformity



- Status of Corrective and Preventive Actions (*Internal Deficiencies, Problem Solving, etc.*)
  - Follow-up actions from previous management reviews
  - Changes that *could* affect the **QMS**
  - Recommendations for improvements
- **Review Output includes:**
    - Improvement of the effectiveness of the **QMS** and its processes
    - Improvement of product related to customer requirements
    - Resource needs

## RESOURCE MANAGEMENT

Top Management of **EIDorado National – Kansas, Inc.** determines and provides the required resources needed to implement and maintain the **QMS** and continually improve its effectiveness. Top Management oversees resources needed to increase the on-going customer satisfaction programs by meeting customer requirements.

### Human Resources

**EIDorado National – Kansas, Inc.** ensures all personnel affecting product quality are competent on the basis of appropriate education, training, skills, and experience. All personnel are aware of the importance of their activities and how they contribute to the achievement of the **Quality Objectives**. Records of education, training, skills, and experience are maintained. **EIDorado National – Kansas, Inc.:**

- Determines the necessary competence for personnel performing work affecting product quality
- Provides training or takes actions to satisfy these needs
- Evaluates the effectiveness of the actions taken
- Ensures that personnel are aware of the relevance and importance of their activities and how they contribute to the achievement of the **Quality Objectives**
- Maintains appropriate records of education, training, skills, and experience

### Infrastructure

**EIDorado National – Kansas, Inc.** determines, provides, and maintains the necessary building structures, workspace, associated utilities, processing equipment (*both hardware and software*), and supporting services to achieve conformity to product quality requirements.

### Work Environment

**EIDorado National – Kansas, Inc.** determines and manages the work environment to achieve conformity to product quality requirements in such manners as:

- Document work instructions where needed
- Comply with reference standards or other quality system documentation
- Approving of processes and equipment
- Workmanship Criteria
- Maintenance of equipment
- For special processes such as welding, soldering, warping of product, and painting, where the results can not be fully verified except by putting the product into use or by destructive testing, qualified personnel and/or required continuous monitoring shall be used



## **PRODUCT REALIZATION**

### **Planning**

**EIDorado National- Kansas, Inc.** plans and develops the processes needed for product realization. All planning of product realization is consistent with the requirements of the other processes of the **QMS**. Planning is realized through a documented procedure. **EIDorado National – Kansas, Inc.** determines the following, as appropriate, during product realization:

- Quality Objectives and requirements for the product
- The need to establish processes, documents, and provide resources specific to the product
- Required verification, validation, monitoring, inspection, and test activities specific to the product and the criteria for product acceptance
- Records needed to provide evidence that the realization processes and resulting product meet requirements

### **Review of Customer Required Product**

**EIDorado National – Kansas, Inc.** determines all requirements specified by the customer (*including requirements for delivery and post-delivery activities*). Requirements not stated by the customer but necessary for specified or intended use, where known, is realized. Statutory and regulatory requirements related to product are determined through contract and design/development processes. Any additional requirements are determined on a case-by-case basis. **EIDorado National – Kansas, Inc.** reviews bids, quotes, contracts, and orders prior to agreeing to the terms of the order. Results and Actions arising from the review are maintained. This review ensures that:

- All requirements are adequately defined
- Discrepancies between the order and the bid/contract are resolved
- **EIDorado National – Kansas, Inc.** has the ability to meet the requirements
- Inquiries, contracts or order handling, including amendments are discussed first hand
- Customer feedback, including customer complaints, are made aware of

Where the customer provides no documented statement of requirement, the customer requirements are confirmed by **EIDorado National – Kansas, Inc.** before acceptance.

Where changes to product requirements are realized, **EIDorado National – Kansas, Inc.** documents these changes. Personnel/areas within the plant, directly affected with these changes, are immediately notified with proper documentation.

### **Design and Development Planning**

To ensure that specified requirements are met, **EIDorado National – Kansas, Inc.** establishes and documents procedures to control and verify product design. Project plans, which describe and define responsibilities, are prepared for design and development activities, and are updated as the design evolves. These activities are assigned to qualified personnel equipped with adequate resources. Organizational and technical interfaces between different groups involved in design and development are managed as such to ensure effective communication and clear assignment of responsibility.

This ensures that:

- **Design/Development Input**, including applicable statutory/regulatory and functional/performance requirements, is identified, documented, and reviewed by Management of **EIDorado National – Kansas, Inc.** In addition, where applicable, information derived from previous similar designs and other requirements essential for design/development are reviewed. Incomplete, ambiguous or conflicting requirements are resolved. Order / Contract review results are considered as well.



- **Design/Development Output** is documented in terms that can be verified/validated against design and development input requirements prior to release. These **Outputs** shall:
  - Meet the design/development-input requirements
  - Provide appropriate information for purchasing, production, and for service provision
  - Contain or reference product acceptance criteria
  - Identify safety or critical performance features
- **Design/Development Review:** At appropriate stages of the project, formal reviews of the design/development results are planned and conducted. These reviews evaluate the design/development requirements and identify any potential problems to propose the necessary actions needed for correction. Individuals are identified that should be routinely involved in the design and development review. Records of *Reviews* and any necessary actions required are maintained
- **Design/Development Verification:** At appropriate stages, design/development verification is conducted to ensure design/development stage output meets design/development input requirements. Records of *Verification* and any necessary actions needed are maintained
- **Design/Development Validation** is conducted to ensure the product output meets customer needs and/or requirements. Wherever practical, validation is completed prior to delivery or implementation of product. Records of *Validation* and any necessary actions needed are maintained
- **Design/Development Changes and Modifications** are identified, documented, reviewed, verified, validated, and approved by authorized personnel prior to implementation. The review of changes or modifications to product shall include an evaluation of the affect on essential parts and product already delivered. Records of the results of the review of changes and any necessary actions are maintained

### Purchasing

**EIDorado National – Kansas, Inc.** ensures that purchased product conforms to specified purchase requirements. Suppliers are evaluated and selected on their ability to supply product in accordance with **EIDorado National – Kansas, Inc.’s** requirements. Criteria for selection, evaluation and re-evaluation of a supplier is based on:

- Price
- Reliability
- Ability to supply quality products
- Product support
- Required by Customer

The type and extent of the control applied to the supplier and the purchased product is established on the potential impact on **EIDorado National – Kansas, Inc.’s** final product. Upon arrival of purchased products, suitable inspections are performed to ensure product meets specified purchase requirements. Where **EIDorado National – Kansas, Inc.** or its Customer intends to perform verification at the supplier’s premises, arrangements and method of product release are stated on purchasing documentation.

Purchasing documents prepared by **EIDorado National – Kansas, Inc.** clearly describe the goods, products, materials, supplies, equipment or services being ordered and will be reviewed and approved before being released. Records of acceptable suppliers, evaluations, and any necessary actions arising from the evaluation are maintained.

### Control of Production and Services Provisions

**EIDorado National – Kansas, Inc.** plans and carries out production and service provisions under controlled conditions. These controlled conditions include, as applicable:

- The availability of information that describes the characteristics of the product
- The availability of work instructions, *as necessary*
- The use of suitable equipment
- The availability and use of monitoring and measuring devices
- The implementation of monitoring and measurement processes
- The implementation of release, delivery, and post-delivery activities



### Validation of Production and Service Provisions

**EIDorado National – Kansas, Inc.** validates all processes for production where the resulting output cannot be verified by subsequent monitoring or measurement. This includes processes where deficiencies become apparent only after the product is in use or has been delivered. Where validation is applicable, the following will be established:

- Defined criteria for review and approval of the process
- Approval of equipment and qualification of personnel
- Use of specific methods and procedures
- Requirements for records
- Revalidation

### Identification and Traceability

Where appropriate, **EIDorado National – Kansas, Inc.** identifies material, parts, assemblies, and product by practical and suitable methods from receipt through production and delivery.

With respect to monitoring and measurement requirements, **EIDorado National – Kansas, Inc.** identifies the status of product with the means of the production schedule.

Where traceability is a specified requirement, **EIDorado National – Kansas, Inc.** provides unique identification of individual products.

### Customer Property

**EIDorado National – Kansas, Inc.** exercises care with property, supplied by the customer, under its control or when being used. Customer property is identified, verified, protected, and safeguarded for use or incorporation into the product. If any customer property is lost, damaged, or otherwise found to be unsuitable for use, **EIDorado National – Kansas, Inc.** reports immediately to the customer. Records are maintained.

### Preservation of Product

**EIDorado National – Kansas, Inc.** establishes methods for handling, storing, packaging, preserving, and delivering materials and products to the intended destination. These methods insure:

- Handling and designated storage areas prevent damage and deterioration
- Material is appropriately received into and released out of storage
- The condition of stored material is assessed as needed
- Packing, packaging, and marking of material meet requirements
- Material is preserved and segregated where needed
- Product is protected after final inspection
- Where contractually specified, protection of product quality is extended to include delivery to destination

### Control of Monitoring and Measuring Devices

**EIDorado National – Kansas, Inc.** determines the monitoring and measurement to be undertaken and the monitoring / measuring devices needed to provide evidence of conformity of product to determined requirements. To ensure monitoring and measurement, established processes are carried out in a manner that is consistent with the monitoring and measurement requirements. The ability of computer software to satisfy the intended application, of specified requirements, is confirmed and reconfirmed when necessary.



Where necessary to ensure valid results, measuring equipment is:

- Calibrated or verified at specific intervals, or prior to use, against measurement standards traceable to international or national measurement standards; where no such standard exists, the basis used for calibration or verification are recorded
- Adjusted or re-adjusted as necessary
- Identified to enable the calibration status to be determined
- Safeguarded from adjustments, which would invalidate the calibration setting
- Protected from damage and deterioration during handling, maintenance, and storage to ensure or preserve accuracy

Records of validity of previous measuring results are maintained when the equipment is found not to conform to requirements. Appropriate actions are taken on the equipment and any product affected to conform to standards. Records of calibration and verification are maintained.

### MEASUREMENT, ANALYSIS, AND IMPROVEMENT

**EIDorado National – Kansas, Inc.** plans and implements monitoring, measuring, analyzing, and improving processes to ensure:

- Demonstration of conformity of the product
- Conformity of the **QMS**
- Continual improvements towards the effectiveness of the **QMS**

This shall include determination of applicable methods, including statistical techniques, and the extent of their use.

### Customer Satisfaction

**EIDorado National – Kansas, Inc.** monitors information requested from customers relating to their perception whether or not their requirements have been met. Information is obtained by means of a survey mailed to customers on a random basis. Information obtained may be in the form of a negative or positive nature. Once information has been obtained, **EIDorado National – Kansas, Inc.** uses this information to analyze the suitability and effectiveness of the **QMS** and to evaluate where continual improvement can be made to the **QMS**.

### Internal Audit

**EIDorado National – Kansas, Inc.** conducts internal audits at least Annually to determine whether the **QMS**:

- Conforms to the planned arrangements, to the requirements of the International Standard and to the **QMS** requirements established by **EIDorado National – Kansas, Inc.**
- Is effectively implemented and maintained

Audits are scheduled on the basis of the status and importance of the processes and areas, taking into consideration results of previous audits. Audit criteria, scope, frequency, and methods are defined accordingly. **EIDorado National – Kansas, Inc.** selects internal auditors and conduct of audits to ensure neutrality and impartiality of the audit process. No auditor audits his or her own work.

Auditors are responsible for recording results of the audit and providing the results to the area management. Area management, responsible for area, ensures actions are taken without undue delay to eliminate detected nonconformities and their causes. Follow-up audits verify and record the implementation and effectiveness of any corrective action taken.



### Monitoring and Measurement of Processes

**EIDorado National – Kansas, Inc.** applies suitable means for monitoring and, where applicable, measurement of the **QMS** processes. These means demonstrate the ability of the processes to achieve planned results. When planned results are not accomplished, correction and corrective action is taken, as appropriate, to guarantee conformity of the product.

### Monitoring and Measurement of Product

**EIDorado National – Kansas, Inc.** monitors and measures the characteristics of the product to verify that product requirements have been achieved. This is carried out at the appropriate stages of the product realization process described within the planned arrangements. Product released does not proceed until planned arrangements have been satisfactorily completed, unless otherwise approved by a relevant authority and, where applicable, by the customer.

Records indicate the persons authorizing release of product. Acceptance criteria with evidence of conformity are maintained.

### Control of Non-Conforming Product

**EIDorado National – Kansas, Inc.** maintains documented procedures to prevent product, which does not conform to product requirements, from unintended use or delivery. Non-conforming product is handled in the following manners:

- Identified and documented as required by the **QMS**
- Nature or cause of non-conformities and any subsequent actions taken, including dispensation obtained, are maintained
- Product is properly segregated when practical
- Product is dispositioned as required by the **QMS** and appropriate parties are notified. Disposition may be one of the following:
  - Rework
  - Accept with or without repair by authorizing personnel
  - Reject or Scrap
- When non-conforming product is detected after delivery, appropriate actions are taken

Repaired or reworked Non-Conforming product must be re-inspected to satisfy conformity to the requirements of the product.

### Analysis of Data

**EIDorado National – Kansas, Inc.** determines, collects, and analyzes appropriate data to validate the suitability and effectiveness of the **QMS**. Such data is also used to evaluate where continual improvement of the effectiveness of the **QMS** can be made. Data from monitoring and measurement and other relevant sources is also realized.

The analysis of data provides information involving

- Customer Satisfaction
- Conformity to product requirements
- Characteristics and trends of processes and products including opportunities for preventive action
- Suppliers

•



### Continual Improvement

**EIDorado National – Kansas, Inc.** continually improves the effectiveness of the **QMS** through the use of the Quality Policy, Quality Objectives, Audit Results, Analysis of Data, Corrective and Preventative Actions, and Management Review.

### Corrective Action

**EIDorado National – Kansas, Inc.** establishes and maintains a documented procedure for corrective actions to eliminate the cause of non-conformities in order to prevent recurrence. Corrective actions are subject to the affects of the non-conformities encountered.

Corrective actions include:

- Reviewing non-conformities (*including customer complaints*)
- Determining the causes of non-conformities
- Evaluating the need for action to ensure that non-conformities do not reoccur
- Determining and implementing of action needed
- Records of results of action taken
- Reviewing of corrective action taken

### Preventive Action

**EIDorado National – Kansas, Inc.** establishes and maintains a documented procedure for preventive actions to eliminate the causes of potential non-conformities in order to prevent their occurrence. Preventive actions are subject to the affects of the potential problems.

Preventive actions include:

- Determining potential non-conformities and their causes
- Evaluating the need for action to prevent occurrence of non-conformities
- Determining and implementing of action taken
- Records of results of action taken
- Reviewing of preventive action taken

**END**



Amer/~ EIDorado

**National - Kansas**

Thor Industries Mobility Division

**EIDorado National**

**Amerivan - Chrysler / Dodge - 2010**

Date: 13 Apr 09 Rev: By: Ken Huser Technical

Advisor

**ffllllQI10. level of :>:E.cE Title compliance Required documentation**

**U::l Discussion of Method of demonstrating compliance ii:'Z results of review**

**location and** The vehicle meets No alterations are made to the OEM controls

**101 Identification of FjCMVSS 101** and displays as provided by the vehicle

**Controls and** requirements. manufacturer. OEM pass through.

**Displays**

**Transmission Control** The vehicle meets No alterations are made to the OEM

**102 Functions FjCMVSS 102** transmission control system as provided by

requirements. the vehicle manufacturer. OEM pass

through.

**Windshield** The vehicle meets No alterations are made to the OEM

**103 Defrosting and FjCMVSS 103** defrosting and defogging system as provided

**Defogging** requirements. by the vehicle manufacturer. OEM pass

through.

**Windshield Wiping** The vehicle meets No alterations are made to the OEM

**104 and Washing System FjCMVSS 104** windshield wiping and washing system as

requirements. provided by the vehicle manufacturer. OEM

pass through.

**Brake Hoses** The vehicle meets No alterations are made to the OEM brake

**106 FjCMVSS 106** hoses as provided by the vehicle

requirements. manufacturer. OEM pass through.

**lighting Systems and** The vehicle meets No alterations are made to the OEM required

**108 Retroreflective CMVSS108** exterior lighting equipment as provided by

**Devices** requirements. the vehicle manufacturer. OEM pass

through.

**Tire Selection and** The vehicle meets No changes are made to OEM Wheels or

**110 Rims for Vehicles FjCMVSS 120** tires. Tires are returned to the original

Under 4536 requirements. location on the vehicle after vehicle alteration

**Kilograms GVWR** is complete.

**Mirrors** The vehicle meets No alterations are made to the OEM rear view

**111 FjCMVSS 111** mirrors as provided by the vehicle

requirements. manufacturer. OEM pass through.

**Hood latch System** The vehicle meets No alterations are made to the OEM hood

**113 FjCMVSS 113** latch system as provided by the vehicle

requirements. manufacturer. OEM pass through.

**Theft Protection** The vehicle meets No alterations are made to the OEM theft

**114 FjCMVSS 114** protection system as provided by the vehicle

requirements. manufacturer. OEM pass through.

**C~/IEJ"l- Title coLmepvleialnocfe Required documentation u::, Discussion of Method of demonstrating compliance u:-z results of review**

**Vehicle Identification** The vehicle meets The *Vehicle* Identification Number (VIN)

**115 Number CMVSS115** provided by the OEM is not removed or

requirements. altered in any way.

**Motor Vehicle Brake** The vehicle meets No alterations are made to the OEM brake

**116 Fluids F/CMVSS 116** fluid. Added fluid is DOT 2.and is dispensed

requirements. from a clean container.

**Power Operated** The vehicle meets No alterations are made to the OEM power



**118 Window, Partition** CMVSS118 operated window, partition, or roof panel and Roof Panel requirements. systems. See Photo IJ" Appendix "B"  
**Systems**

**Accelerator control** The vehicle meets No alterations are made to the OEM

**124 systems** FjCMVSS 124 accelerator control system as provided by the requirements. vehicle manufacturer. OEM pass through.

**Electronic Stability** The Vehicle meets No alterations are made to the Electronic

**126 Control** F/CMVSS 126 Stability Control system as provided by the requirements vehicle manufacturer. OEM pass through.

**Hydraulic and** The vehicle meets No alterations are made to the OEM Hydraulic

**135 Electric Brake** F/CMVSS 135 brake system as provided by the vehicle mfr. Systems requirements. OEM pass through.

**Occupant Protection** The vehicle meets No alterations are made to the OEM occupant

**201 F/CMVSS 201** protection system as provided by the vehicle requirements. mfr. in the target area. OEM pass through.

**Head Restraints** The vehicle meets No alterations are made to the OEM Head

**202 FjCMVSS 202** Restraint system as provided by the vehicle requirements. mfr. OEM pass through.

**Driver Impact** The vehicle meets No alterations are made to the OEM driver

**203 Protection** F/CMVSS 203 impact protection system as provided by the requirements. vehicle mfr. OEM pass through.

**Steering Control** The vehicle meets Only slight alterations are made to the OEM

**204 Rearward** F/CMVSS 204 steering control system provided by the Displacement requirements. vehicle mfr. Tests conducted.

**Glazing Materials** The vehicle meets No alterations are made to the OEM glazing

**205 F/CMVSS 205** as provided by the vehicle manufacturer. requirements. OEM pass through.

**Door locks and door** The vehicle meets No alterations are made to the OEM door

**206 retention** F/CMVSS 206 locks or door retention components supplied Components requirements. by the vehicle manufacturer. OEM pass

through.

**Seating Systems** The vehicle meets No alterations are made to the OEM seats.

F/CMVSS 207 Front seats are remounted in the original

**207** requirements. position on a pedestal. Rear seats are remounted using ENC mounts. 207 testing completed.

**Occupant Restraint** The vehicle meets No alterations are made to the OEM seat belt

**Systems in Frontal** FjCMVSS 208 systems as provided by the vehicle

**208 Impact** requirements. manufacturer. Verification tests were included in the 301 testing. OEM pass through.

(>(III.I10c.v. coLmepvleialnocfe **Required documentation ~U :E::J Title Discussion of Method of demonstrating compliance ii;'Z results of review**

**Seat Belt Assemblies** The vehicle meets No alterations to the OEM seat belts supplied

**209 F/CMVSS 209** by the vehicle manufacturer. OEM pass requirements. through.

**Seat Belt Anchorages** The vehicle meets Front seats are re-mounted to their original

FjCMVSS 210 OEM positions and mounted on pedestals. **210** requirements. Tests were conducted to verify the seat belt

anchorages to the requirements of 210.

**Windshield Mounting** The Vehicle meets No alterations were made to the OEM

**212 FjCMVSS 212** windshield mounting system provided by the requirements manufacturer. OEM pass through

**Built-In Child** The Vehicle meets No built-in Child Restraint Systems are



**213 Restraint System and F/CMVSS(213)** 213.4 provided.

**Built-In Booster** requirements

**Cushions**

Side Impact The Vehicle meets The vehicle was tested to the requirements of

**214 Protection F/CMVSS 214 FMVSS214** ~Side impact protection.

requirements

Roof Crush The *Vehicle* meets No alterations are made to the OEM roof or

**216 Resistance FjCMVSS 216** vehicle side as provided by the vehicle

requirements manufacturer.

**Windshield Zone** The Vehicle meets No alterations are made that would affect the

**219 Intrusion F/CMVSS 219** windshield intrusion zone as supplied by the

requirements Manufacturer. OEM pass through.

**Fuel System** The Vehicle meets Testing was conducted to verify Fuel System

**301 Integrity FjCMVSS 301** Integrity.

requirements

**Flammability of** The vehicle meets No alterations are made to the OEM interior

**Interior Materials. FjCMVSS 302** materials as provided by the vehicle **302** requirements. manufacturer. OEM

pass through. Added

materials are tested for compliance.

The vehicle is Supplemental owner's manual includes; cc1v..-:r:u:J delivered with the name, contact numbers

and a description of

~ ; original OEM owner's all alterations performed on the vehicle.

**OE** manual, and a

supplement manual.

c

Sheldon Walle, President Date 9-20-2010

EIDorado National-Kansas

1655 Wall Street Salina, KS 67401 0 866-392-6300



**APPENDIX F  
WARRANTIES**

**ELDORADO NATIONAL AMERIVAN  
LIMITED WARRANTY**

**EIDorado National Corporation (ENC)** warrants to the original purchaser of this product that EIDorado National will repair or replace, at its option, any parts that fail because of defective material or workmanship as follows:

- Repair or replace for a period of 7 years or 70,000 miles (112,000 km), whichever comes first, the structural metal component of the EIDorado National installed floor and ramp. These components are warranted for “rust-through” damage. Surface rust is not covered.
- Repair or replace for a period of 3 years from the in-service date or 36,000 miles (58,000 km), whichever occurs first, all other **Amerivan** components. Maintenance items and normal wear and tear excluded.
- Labor costs for specified parts replaced under this warranty for a period of three years or 36,000 miles from date of purchase. An EIDorado National rate schedule determines the parts covered and labor allowed. Under normal circumstances, an authorized EIDorado National **Amerivan** service technician must perform warranty work. In an emergency, and if service from a **Amerivan** service technician is not readily available, it is the owners responsibility to contact EIDorado National for authorization prior to commencement of any repair, and EIDorado National reserves the right to limit the extent of those repairs. Unauthorized repair or parts replacement by someone other than an authorized **Amerivan** service technician is not covered by this warranty. EIDorado National also reserves the right to require that defective parts be returned for inspection prior to paying warranty claims. Diagnostic work or troubleshooting is not covered by this warranty.

EIDorado National reserves the right to discontinue models or options, change specifications, materials, equipment or design at any time without notice and without incurring obligation.

This warranty is in lieu of any other warranty expressed or implied. This warranty covers only those parts installed by EIDorado National and is intended to supplement the vehicle manufacturer warranty. Refer to the vehicle manufacturer warranty coverage of original vehicle equipment.

***This Warranty Does Not Cover:***

- Damage caused by accident, road hazard, misuse, lack of proper maintenance, failure to follow towing, hoisting, and other operating instructions.

**NOTE:**

EIDorado National recommends that this product be inspected by an authorized EIDorado National service technician at least once every six months or sooner if necessary. Any required maintenance or repair should be performed at that time.

**WARNING**

THIS PRODUCT HAS BEEN DESIGNED AND MANUFACTURED TO EXACT SPECIFICATIONS. ANY MODIFICATION OF THIS PRODUCT CAN BE DANGEROUS.

***This Warranty Is Void If:***

- The conversion has been maintained or repaired by someone other than a authorized EIDorado National **Amerivan** service technician, or by a person not authorized by EIDorado National to perform such maintenance or repair.
- The conversion has been modified or altered in any respect from its original design without written authorization by EIDorado National.



***EIDorado National disclaims liability for any personal injury or property damage that results from operation of an EIDorado National product that has been modified from the original EIDorado National design. No person or company is authorized to change the design of this EIDorado National product without written authorization by EIDorado National.***

***EIDorado National's obligation under this warranty is exclusively limited to the repair or exchange of parts that fail within the applicable warranty period.***

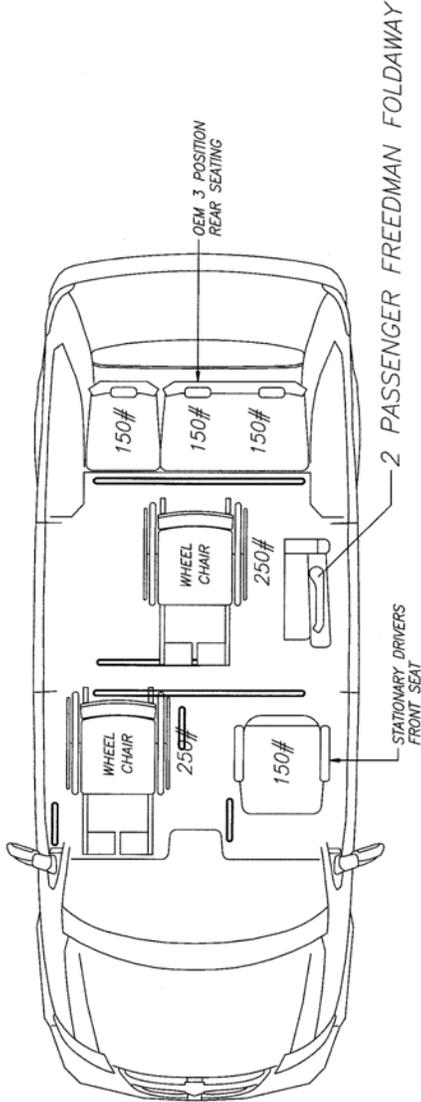
***EIDorado National assumes no responsibility for expenses or damages, including incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply.***

***Important: The warranty registration card must be completed and returned to EIDorado National within twenty (20) days after installation of this EIDorado National product for the warranty to be valid. The warranty is not transferable.***

***The warranty gives specific legal rights. There may be other rights that vary from state to state.***



APPENDIX G  
VAN LAYOUT



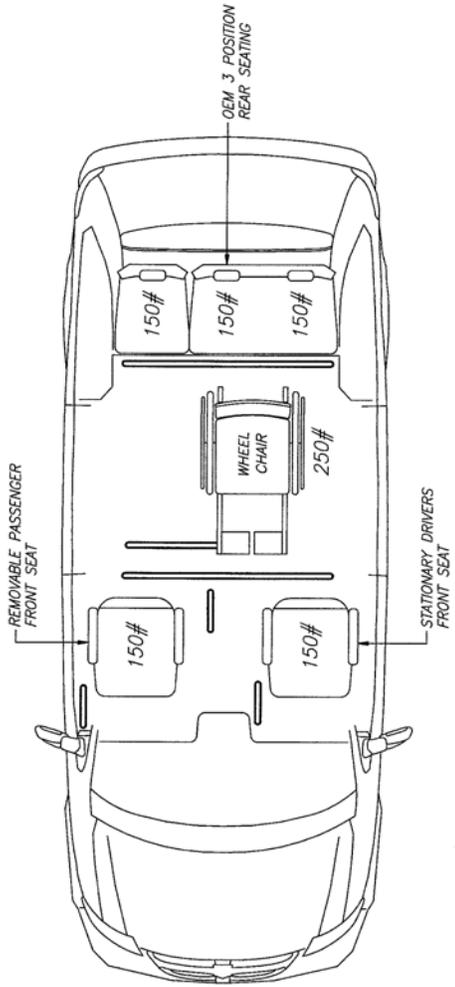
LAYOUT WITH 2 WHEELCHAIRS

3 AMBULATORY REAR	3x150 = 450lb	6050lb	VEHICLE GVWR
1 WHEEL CHAIR MIDDLE	1x250 = 250lb	- 1100lb	PAYLOAD
1 AMBULATORY FRONT	1x150 = 150lb	4950lb	MAX ALLOWABLE CURB WEIGHT
1 WHEEL CHAIR FRONT	1x250 = 250lb	- 4744lb	ACTUAL WEIGHT W/ ALL SEATS
	TOTAL = 1100lb	206lb	UNDER MAX

NOTE: AMBULATORY 150lb  
WHEELCHAIR & OCCUPANT 250lb

<p>— a THOR company — 655 WALL STREET SALINA, KS. 67401</p>	
TITLE: 2009 DODGE RT FLOOR PLAN LAYOUT 08	
MATERIAL SPEC: N/A	
PART NUMBER: RT FLOOR PLAN 08	
PAGE: 1 of 1	
NEXT ASSEMBLY: NONE	DRAWING INFORMATION
SUPERCEDES: NONE	DRAWING GREEN CRD:
DO NOT SCALE DRAWING	DATE: 1/8/09
MARK PART NUMBER AND REVISION ON ALL PARTS	SCALE: 1:32
THIS DRAWING IS THE PROPERTY OF EL DORADO NATIONAL COMPANY, A THOR INDUSTRIES COMPANY AND IS NOT TO BE DUPLICATED OR USED IN ANY WAY DETRIMENTAL TO THEIR BEST INTEREST.	SIZE: A
TOLERANCE UNLESS SPECIFIED	WGT:
FRACTIONS ± 1/16	DECIMALS .00 ± .06
ANGLES + 1 DEG.	REV. BY DATE DESCRIPTION
- SC 1/8/09	RELEASE TO PRODUCTION
-	RELEASE #





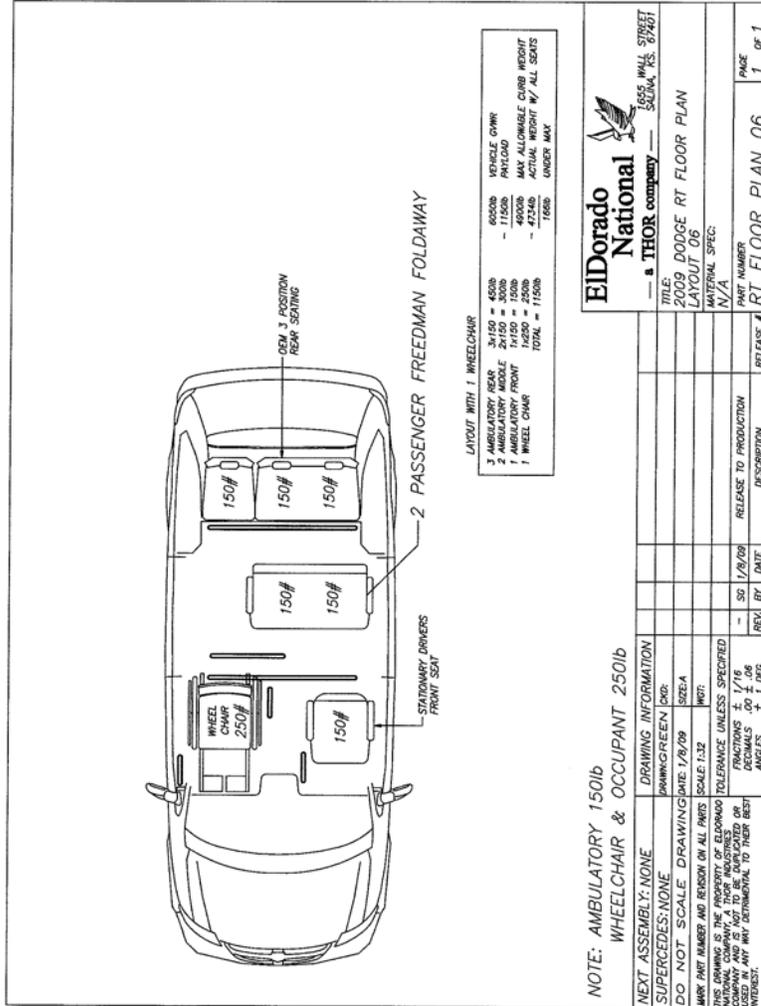
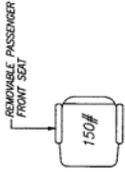
LAYOUT WITH 1 WHEELCHAIR

3 AMBULATORY REAR	3x150 = 450lb	VEHICLE OWR	6050lb
1 MOBILITY AID MIDDLE	1x250 = 250lb	PAYLOAD	- 1000lb
2 AMBULATORY FRONT	2x150 = 300lb	MAX ALLOWABLE CURB WEIGHT	5050lb
	TOTAL = 1000lb	ACTUAL WEIGHT W/ ALL SEATS	- 4734lb
		UNDER MAX	316lb

NOTE: AMBULATORY 150lb  
WHEELCHAIR & OCCUPANT 250lb

**EIDorado National**  
— a THOR company —  
1655 WALL STREET  
SALINA, KS. 67401

DRAWING INFORMATION		TITLE:	
DRAWING: GREEN	CHKD:	2009 DODGE RT FLOOR PLAN	
DATE: 1/8/09	SIZE: A	LAYOUT 04	
SCALE: 1:32	WGT:	MATERIAL SPEC:	
TOLERANCE UNLESS SPECIFIED		N/A	
FRACTIONS ± 1/16		PART NUMBER	
DECIMALS .00 ± .06		RT FLOOR PLAN 04	
ANGLES + 1 DEG.		PAGE	
REV. BY	DATE	1 OF 1	
— SG	1/8/09		
DESCRIPTION	RELEASE #		
RELEASE TO PRODUCTION			



NOTE: AMBULATORY 150lb WHEELCHAIR & OCCUPANT 250lb

REV	BY	DATE	DESCRIPTION	RELEASE #
-	SG	1/2/09	RELEASE TO PRODUCTION	

DRAWING INFORMATION	
NEXT ASSEMBLY:	NONE
SUPERSEDES:	NONE
DO NOT SCALE	DRAWING DATE: 1/8/09
MARK DATE NUMBER AND REVISION OF ALL PARTS	SCALE: 1:12
THIS DRAWING IS THE PROPERTY OF EIDORADO NATIONAL COMPANY. A THIRD PARTY IS NOT TO BE USED IN ANY WAY, OUTSIDE OF THEIR BEST INTEREST.	WEIGHT:
	FRAGMENTS: 1/16
	ANGLES: 1 DEG.

DRAWING INFORMATION	
DATE:	1/8/09
SCALE:	1:12
WEIGHT:	
FRAGMENTS:	1/16
ANGLES:	1 DEG.

EIDORADO National	
— a THOR company —	
8574 WILKINS STREET SOUTHFIELD, MI 48034	
TITLE:	2009 DODGE RT FLOOR PLAN
LAYOUT 06	
MATERIAL SPEC:	N/A
PART NUMBER	RT FLOOR PLAN 06
RELEASE #	1 of 1





## APPENDIX H TRANSIT AUTHORITIES

1/22/2010 Transit Agency Address/Phone Numbers

**Lenawee**

E-Mail Address: mbohannon@ci.adrian.mi.us

**Adrian Dial-A-Ride**

**Ms. Marcia Bohannon**

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Adrian, MI 49221

Telephone No. (517) 264-4849 Fax No. (517) 264-8016

**Allegan**

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**Allegan County - Transportation Services**

**Mr. Daniel Wedge**

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Allegan, MI 49010

Telephone No. (269) 686-4529 Fax No. (269) 673-2190

**Allegan**

E-Mail Address:

**Allegan County CMH**

**Ms. Wendy Adrianson**

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Allegan, MI 49010

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**Gratiot**

E-Mail Address: rsumner@ci.alma.mi.us

**Alma Dial-A-Ride**

**Mr. Randy Sumner**

City of Alma Transit Center

PO Box 278

Alma, MI 48801-0278

Telephone No. 989 463-6016 Fax No. 989 466-5307

**Alpena**

E-Mail Address: EdmondsB@PrellsServices.com

**Alpena, City of**

**Mr. Greg Sundin**

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**Alger**

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**ALTRAN Transit Authority**

**Ms. Rochelle Cotey**

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Munising, MI 49862

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1/22/2010 Transit Agency Address/Phone Numbers

**Kent**

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**American Red Cross Of West Central Michigan**

**Ms. Cheryl Bremer**

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Grand Rapids, MI 49503

Telephone No. (616) 456-8661 Fax No. (616) 235-2355

**Muskegon**

E-Mail Address: [brinksl@arcmon.org](mailto:brinksl@arcmon.org)

**American Red Cross Serving Muskegon, Oceana and Newaygo Counti**

**Ms. Lois Brinks**

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Muskegon, MI 49440

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**Washtenaw**

E-Mail Address: [cwhite@theride.org](mailto:cwhite@theride.org)

**Ann Arbor Transportation Authority**

**Mr. Michael Ford**

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**Antrim**

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**Antrim County Transportation**

**Mr. Alan Meacham**

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**Wayne**

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**Area Agency on Aging Region 1-B**

**Mr. Jim McGuire**

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Northwestern Highway

Southfield, MI 48034

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**Kent**

E-Mail Address: [sgillespie@acset.org](mailto:sgillespie@acset.org)



1/22/2010 Transit Agency Address/Phone Numbers

**Arenac**

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**Arenac**

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**Arenac/Bay Service**

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**Baraga/Houghton/Keweenaw CAA**

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**Baraga**

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**Baragaland Senior Citizen, Inc.**

**Ms. Pamela Anderson**

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L'Anse, MI 49946

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## 1/22/2010 Transit Agency Address/Phone Numbers

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**Bay**

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**Bay Metro Transportation Authority****Mr. Mike Stoner**

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**Charlevoix**

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**Belding Dial-A-Ride****Ms. Suzanne Christensen**

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## 1/22/2010 Transit Agency Address/Phone Numbers

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**Oakland**

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**Berrien County****Mr. Dennis Schuh**

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## 1/22/2010 Transit Agency Address/Phone Numbers

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**Blue Water Transportation Commission****Mr. Jim Wilson**

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**Branch**

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**Branch Area Transit Authority****Ms. Kara Derrickson**

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**Wexford**

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**Cadillac/Wexford Transit Authority****Mr. Vance Edwards**

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Cadillac, MI 49601

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**Genesee**

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**Campbell Lewellyn Montrose Senior Center Advisory Council****Ms. Sandy Parra**

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Montrose, MI 48457

Telephone No. (810) 639-2822 Fax No. (810) 639-5899

**Wayne**

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**Canton Township****Mr. Mike Ager**

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Canton, Michigan 48188-1699

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**Ingham**

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**Capital Area Transportation Authority****Ms. Sandra Draggoo**

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**Carmen Ainsworth-Flint Twp.****Ms. Linda Moore**

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**Macomb**

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**Catholic Services of Macomb****Ms. Suzanne Szczepanski-White**

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Clinton Twp., MI 48038

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**Wayne**

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**Catholic Social Serv of Wayne (Macomb Co.)****Ms. Mary Nims**

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**Wayne**

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**Catholic Social Serv of Wayne (SMART)****Ms. Mary Nims**

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Telephone No. (313) 883-2100 Fax No. (313) 883-3957

**Oakland**

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## 1/22/2010 Transit Agency Address/Phone Numbers

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**Macomb**

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**Center Line, City of****Ms. Nancy Bourgeois**

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**Charlevoix**

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**Charlevoix County Public Transportation****Mr. Ray Leach**

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**Cheboygan**

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**Cheboygan County COA****Ms. Rachel Moise**

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## 1/22/2010 Transit Agency Address/Phone Numbers

**Washtenaw**

E-Mail Address:

**CHILD & FAMILY SERVICES OF WASHTENAW CO****Ms Susan Crabb**

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Telephone No. (734) 480-1800 Fax No. (734) 480-1200

**Mackinac**E-Mail Address: [kstott@clmcaa.com](mailto:kstott@clmcaa.com)**Chippewa-Luce- Mackinac Comm Action . .****Mr. Ken Stott**

524 Ashmun

Saulte Ste. Marie, MI 49783

Telephone No. 906 632-3363 Fax No. 906 632-4255

**Clare**E-Mail Address: [cctcmgr@sbcglobal.net](mailto:cctcmgr@sbcglobal.net)**Clare County Transit Corporation****Mr. Tom Pirnstill**

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**Clinton**E-Mail Address: [generalmanager@clintontransit.com](mailto:generalmanager@clintontransit.com)**Clinton Area Transit System****Ms. Rose May Mason**

304 Brush

St. Johns, MI 48879

Telephone No. 989-224-3161 Fax No. 989-224-7034

**Macomb**

E-Mail Address:

**Clinton Township****Mr. Norm Troppens**

40700 Romeo Plank Road

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**Calhoun**E-Mail Address: [sharonp@caascm.org](mailto:sharonp@caascm.org)**Community Action****Ms. Sharon Pedersen**

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Battle Creek, MI 49016

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1/22/2010 Transit Agency Address/Phone Numbers

**Calhoun**

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E-Mail Address:

**Community Mental Health of Livingston**

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**Community Mental Health Services**

**Mr. Larry Smith**

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**Comprehensive Serv for the Develop. Disabled**

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200

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**Genesee**

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**East Side Senior Citizens****Ms. Debra Gilbert**

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## 1/22/2010 Transit Agency Address/Phone Numbers

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**Farmington Hills****Ms. Barbara Wilber**

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**Oakland**

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**Ferndale, City of****Ms. Paige Gembarski**

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**Genesee**

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**Flint Mass Transportation Authority****Mr. Robert Foy**

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**Emmet**

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## 1/22/2010 Transit Agency Address/Phone Numbers

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**Ottawa**

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**Gladwin**

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**Kent**

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**Goodwill Industries (Kent County)****Ms. Kathy Crosby**

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**Muskegon**

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**Goodwill Industries (Muskegon County)****Ms. Stephanie Larson**

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## 1/22/2010 Transit Agency Address/Phone Numbers

**Gratiot**

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**Montcalm**

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**Lapeer**

E-Mail Address: RShemanski@go-inc.org

**Growth and Opportunity, Inc.****Mr. Bob Shemanski**

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**Mr. Norm Samra**

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**Hartland Senior Center**

**Ms. Alice Andrews**

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**Genesee**

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**Haskell O.W.L.S. Inc.**

**Ms. Becky McLogan**

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Telephone No. (810) 648-9766 Fax No. (810) 648-9769



1/22/2010 Transit Agency Address/Phone Numbers

**Chippewa**

E-Mail Address: [kstott@clmcaa.com](mailto:kstott@clmcaa.com)

**Sault Ste. Marie, City of**

**Mr. Ken Stott**

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Sault Ste. Marie, MI 49783

Telephone No. (906) 632-3363 Fax No. (906)632-4255

**Schoolcraft**

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**Schoolcraft County Public Transportation**

**Mr. John Stapleton**

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Manistique, MI 49854

Telephone No. (906) 341-2111 Fax No. (906) 341-2113

**Kent**

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**Senior Neighbors**

**Mr. Robert Barnes**

820 Monroe N.W., Suite 460

Grand Rapids, MI 49503-1442

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**Shiawassee**

E-Mail Address: [sata@tir.com](mailto:sata@tir.com)

**Shiawassee Area Transportation Agency**

**Mr. Lawrence Alpert**

180 North Delaney Road

Owosso Michigan 48867

Telephone No. 989 729-2687 Fax No. 989 729-8207

**Wayne**

E-Mail Address: [sbrown@smartbus.org](mailto:sbrown@smartbus.org)

**SMART**

**Mr. Steven Brown**

535 Griswold St., Suite 600

Detroit, MI 48226

Telephone No. (313) 223-2108 Fax No. (248) 244-8821

**Monroe**

E-Mail Address:

**SMART - Bedford**

**Mr. Mark Jagodzinski**

1105 West 7th Street

Monroe, Michigan 48161

Telephone No. (734) 242-6672 Fax No. (734) 242-1121



## 1/22/2010 Transit Agency Address/Phone Numbers

**Monroe**

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**Oakland**

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**SMART - North Oakland Transportation Authority****Ms. Patricia Fitchena**

720 James W. Hunt Dr.

PO Box 96

Oxford, MI 48371

Telephone No. 248-236-9273 Fax No. 248-969-0839

**Oakland**

E-Mail Address:

**SMART - Royal Oak****Ms. Paula Washington**

21131 Garden Lane

Ferndale, Michigan 48220

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**Oakland**

E-Mail Address:

**Southfield Senior Adult Ctr****Ms. Nicole Messina**

24350 Civic Center Drive

Southfield, MI 48034

Telephone No. (248) 827-0700 Fax No.

**Wayne**

E-Mail Address:

**Southwest Counseling and Development Services****Mr. Thomas Stark**

1700 Waterman

Detroit, MI 48209

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**Saginaw**

E-Mail Address: jnadolny@stmarysofmichigan.org

**St Marys Guardian Angel Respite and Day Care Serv****Ms. Jamie Nadolny**

7540 Davis Road

Saginaw, Michigan 48604

Telephone No. 989/753-0824 Fax No. 989/753-0839



## 1/22/2010 Transit Agency Address/Phone Numbers

**St. Clair**

E-Mail Address:

**St. Clair County COA****Ms. Laura Newsome**

PO Box 611927

Port Huron, MI 48061-1927

Telephone No. (810) 987-8811 Fax No.

**Macomb**

E-Mail Address:

**St. Clair Shores****Ms. Carol Kline**

20000 Stephens Street

St. Clair Shores, MI 48080

Telephone No. (586) 445-0996 Fax No. (586) 445-5324

**St. Joseph**

E-Mail Address: kboughton@stjoeco-op.org

**St. Joseph Community Co-Op****Ms. Krysti Boughton**

403 S. Jefferson

Sturgis, MI 49091

Telephone No. (269) 659-4525 Fax No. (269) 659-4528

**St. Joseph**

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**St. Joseph County COA****Ms. Renee Welch**

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**St. Joseph County Transportation Authority****Mr. Steve Yorks**

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**Wayne**

E-Mail Address:

**Stable Automotive Group Transportation****Mr. Robert Carpenter**

18262 Muirland Street

Detroit, MI 48221

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1/22/2010 Transit Agency Address/Phone Numbers

**Macomb**

E-Mail Address:

**STAR Transportation**

**Ms. Clara Russell**

361 Morton

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Telephone No. (586) 752-9010 Fax No. (586) 752-1118

**Cheboygan**

E-Mail Address: mcouture@cheboygancounty.net

**Straits Regional Ride**

**Mr. Mike Couture**

1520 Levering Road

Cheboygan, MI 49721

Telephone No. (231) 597-9262 Fax No. (231) 597-0178

**Wayne**

E-Mail Address:

**Sumpter Twp**

**Mr. Dwayne Seals**

23480 Sumpter Road

Belleville, MI 48111

Telephone No. (313) 461-6201 Fax No. (313) 461-6441

**Livingston**

E-Mail Address:

**The Arc of Livingston**

**Ms. Sherri Boyd**

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Howell, MI 48843

Telephone No. (517) 546-1228 Fax No. (517) 546-9821

**Alpena**

E-Mail Address: EdmondsB@PrellsServices.com

**Thunder Bay Transportation Authority**

**Ms. Billi Edmonds**

3020 US 23 South

Alpena, MI 49707

Telephone No. (989) 354-2487 Fax No. (989) 358-9001

**Dickinson**

E-Mail Address: als@tricoopp.com

**TRICO, Inc.**

**Mr. Al St.Peter**

P.O.Box 2610

Kingsford, MI 49802

Telephone No. 906 774-5718 Fax No. 906 774-5746



## 1/22/2010 Transit Agency Address/Phone Numbers

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E-Mail Address:

**Troy Medi-Go****Ms. Karen Wiklanski**

201 W. Square Lake Road

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**Berrien**

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**Twin Cities Area Transportation Authority****Mr. Bill Purvis**

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Benton Harbor, Mi 49023-0837

Telephone No. (269) 927-2268 Fax No. (269) 927-2310

**Dickinson**

E-Mail Address: bhardacre@dicsami.org

**U.P. Community Service Inc.****Mr. Jeff Heino**

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Iron Mountain, MI 49801-2765

Telephone No. (906) 774-2256 Fax No. (906) 774-2257

**Kent**

E-Mail Address: ajohnson@umchousegr.org

**United Methodist Community House****Mr. Al Johnson**

Telephone No. Fax No.

**Van Buren**

E-Mail Address: dacobat@vbco.org

**Van Buren County Board of Commissioners****Mr. Tony Dacoba**

610 David Walton Drive

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**Virginia Park CT Service Corp.****Ms. Maude Freeman**

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## 1/22/2010 Transit Agency Address/Phone Numbers

**Houghton**E-Mail Address: [sheila@gwmarinette.org](mailto:sheila@gwmarinette.org)**Vocational Strategies Inc. - Goodwill****Mr. Shelby Hella**

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**Wayne**E-Mail Address: [kbisdorf@matrixhs.org](mailto:kbisdorf@matrixhs.org)**Walter & May Reuther Senior Services****Ms. Karen Bisdorf**

450 Eliot Street

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E-Mail Address:

**Waterford Senior Center****Ms. Lannette Amon**

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Waterford, Michigan 48328

Telephone No. (248) 682 9450 Fax No. 248 682 9450

**Washtenaw**E-Mail Address: [wwaveadministration@comcast.net](mailto:wwaveadministration@comcast.net)**Western-Washtenaw Area Value Express****Ms. Michaelene Pawlak**

P.O. Box 272

Chelsea, MI 48118

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Telephone No. Fax No.



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**Yates Township**

**Ms. Vedra Gant**

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**Washtenaw**

E-Mail Address: [cwhite@theride.org](mailto:cwhite@theride.org)

**Ypsilanti - Ann Arbor Transportation Authority**

**Mr. Christopher White**



**APPENDIX I  
SALT TESTS**



**AmeriCoats**

a division of Coatings International, Inc.  
3429 N. Runge Street, Franklin Park, Illinois 60131  
Phone (847)455-1400 Fax (847)455-2797 <http://www.americoats.com>



**TECHNICAL DATA SHEET**

Polyester Urethane yields highly decorative powder coatings suitable for application to product exposed to direct sunlight. This type of coating is not suitable for thick film applications above four mils. Polyester Urethane powder coatings produce exceptionally smooth finishes at lower film thickness. This type of coating is applied to patio furniture, automotive trim, truck bodies, architectural extrusion, fire extinguishers, wire cloths, lawn and garden equipment, fencing and related items.

**PRODUCT CODE:** UBK-3006  
**PRODUCT TYPE:** Polyester Urethane  
**PRODUCT NAME:** Ink Black

TYPICAL PROPERTIES	TEST METHODS	RESULTS
Specific Gravity	PCI # 4	1.45 ± 0.05
Coverage	Theoretical	133 ± 4.0 Sqft/lb @ 1 mil
Gloss @ 60 Degree	ASTM D523	30 ± 5
Over Bake Resistance	ASTM D2454	100%
Pencil Hardness	ASTM D3363	H - 2H
Direct Impact	ASTM D2794	160 in lbs
Reverse Impact	ASTM D2794	160 in lbs
Cross Hatch, Adhesion	ASTM D3359B	Pass
Mandrel Bend, Flexibility	ASTM D522	1/4" no crack
MEK Resistance	PCI # 8	50 + D/R
Abrasion Resistance	ASTM D1044	Good
Salt Spray	ASTM B117	1000 Hrs
Humidity	ASTM D2247	1000 Hrs

APPLICATION	Cure Schedule	Rec. Film Thickness
Electrostatic Spray: Cold	10' @ 400 Degree F	1.5 to 2.5 mil
Substrate: C.R.S.		
Pretreatment: Bonderite 1000		

Note: All tests performed on Bonderite 1000 (Iron Phosphate) treated panels.

**Shelf Life: 1 Year from the date of purchase, when stored under 75 degree F**

**Warranty Policy:** The surface preparation application procedure and other factors that affect performance are beyond our control. AmeriCoats assumes no liability for coating failure other than to supply replacement material for the coating shown to be defective. Do not use this product until the current material safety data sheet has been read and is fully understood. AmeriCoats shall not be liable for any injuries, damages or other losses deriving directly or in consequence of purchaser's use of product. Purchaser shall determine the suitability of this product for his own use and thereby assumes all risks and liabilities in connection therewith.



**TECHNICAL SUMMARY**



**DuPont Powder Coatings**

**Product Data**

*Excellence in Coatings*

Number: **EFB408S3**

March 20, 1996

Name: **Pac Black**

Type: **Epoxy**

TEST METHODS

POWDER PROPERTIES

ASTM D5965-96, C

Specific Gravity 1.35 ± 0.05

Theoretical Coverage 142 ft<sup>2</sup>/lb/mil

ASTM D3451-92, 13

Mass Loss During Cure < 1%

Maximum Storage Temp. 75°F

COATING PROPERTIES

ASTM D523-89

Gloss at 60° 20-30

DPC TM 10.219

PCI Powder Smoothness 8

ASTM D2454-95

Overbake Resistance, Time 100%

ASTM D3363-92a

Pencil Hardness 2H-3H

ASTM D2794-93

Dir / Rev Impact, Gardner 80 / 80 in/lbs

ASTM D3359-97

Adhesion, Cross Hatch 5B Pass

ASTM D522-93a

Flexibility, Mandrel 1/4 in. dia., no fracture

ASTM B117-97

Salt Spray 1,000 hrs

UL DTOV2 Organic Coatings

Steel Enclosures, Elect. Eq. Recognized

GM4350M, A336

Various Pass

Deere HOR10007, II, A

Various Pass

PACCAR CS0030

Prime Paint, Al+chromate Approved

or Ferrous+phosphate

APPLICATION

Electrostatic Spray, Cold

Substrate: 0.032 in. CRS

Pretreatment: Bonderite 1000

**Cure Schedule:**

*(Time at substrate temperature)*

**10 Minutes @ 400°F**

**Film Thickness: 1.3-1.8 MILS**

*Prepared 07/17/2000*

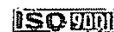
[R&D 10.201-2 07/99]



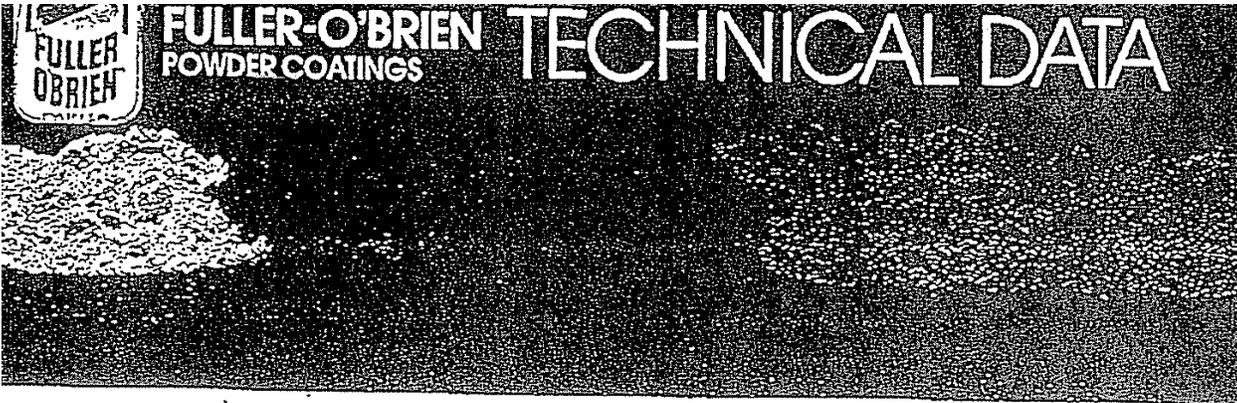
9800 Genard Rd. Houston, TX 77041-7624  
4130 Lyman Ct. Hilliard, OH 43026-1213

1-800-247-3886  
1-800-667-9610

fax: 713-939-4027  
fax: 614-771-4139



DUPONT Powder Coatings, U.S.A., Inc. (Seller) certifies that all coatings, delivered to purchaser in unopened factory-filled containers meet all pertinent quality standards presented in its current published literature. Since matters of correct application procedure, curing procedures and other local factors that affect coating performance are beyond Seller's control, Seller assumes no liability for coating failure other than to supply replacement material for a coating material proven to be not test the product until the current Material Safety Data Sheet has been read and is fully understood. Seller will not be liable for any injuries, damages or other losses (direct, indirect or otherwise) incurred as a consequence of purchaser's use of the product. Seller will determine suitability of this product for its use and hereby assumes all risks and liabilities in connection therewith. DUPONT POWDER COATINGS U.S.A., INC. DISCLAIMS ALL OTHER WARRANTIES RELATING TO ITS PRODUCTS, AND ALL WARRANTIES RELATING TO THEIR APPLICATION, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES.



PRODUCT CODE: EFB-408-S3      DATE: 6/24/92  
 PRODUCT NAME: PAC BLACK      QUALITY: EPOXY

TEST METHODS

ASTM D3451 (18.3)  
 ASTM D3451(13)

POWDER PROPERTIES

Specific Gravity      1.35 ± 0.05  
 Theoretical Coverage      143 ± 4.0 Ft<sup>2</sup>/Lb/Mil  
 Volatile Content      < 0.5 %  
 Storage Temp. Maximum      75 °F

COATING PROPERTIES

ASTM D523  
 ASTM D2454  
 ASTM D3363  
 ASTM D2794 (Modified)  
 ASTM D2794 (Modified)  
 ASTM D3359B  
 ASTM D522

Gloss 20° / 60°      NA/ 20 - 30  
 Overbake Resistance Time      100%  
 Pencil Hardness      H - 2H  
 Direct Impact, Gardner      80 in. lbs. @ 1.3 - 1.8 Mils  
 Reverse Impact, Gardner      80 in. lbs. @ 1.3 - 1.8 Mils  
 Adhesion, Cross Hatch      5B Pass  
 Flexibility, Mandrel      1/8" @ 1.3 - 1.8

ASTM D870  
 ASTM B117  
 ASTM D2247  
 ASTM D2248

Abrasion Resistance  
 Solvent Resistance  
 Water Immersion  
 Salt Spray      1000 Hrs. Passed  
 Humidity      1000 Hrs.  
 Detergent

APPLICATION

Electrostatic Spray:  Cold       Hot  
 Fluid Bed ( ) Preheat       °F  
 Substrate: 0.032 CRS

Cure Schedule:  
10 Minutes @ 400 °F  
 or  
       Minutes @        °F  
 Rec. Film Thickness 1.3 - 1.8 Mils

Pretreatment: Bonderite 1000

WARRANTY POLICY: The seller certifies that all coatings delivered to the customer in unopened factory filled containers will meet all pertinent quality standards presented in our current published literature. Since matters of surface preparation, application procedure, and other local factors that affect performance are beyond our control, we assume no liability for coating failure other than to supply replacement material for a coating shown to be defective. Do not use this product until the current Material Safety Data Sheet has been read and fully understood. Manufacturer shall not be liable for any injuries, damages or other losses resulting directly or indirectly from the purchaser's use of the product. Purchaser shall determine suitability of the product for his own use, and thereby assumes all risks and liabilities in connection therewith.

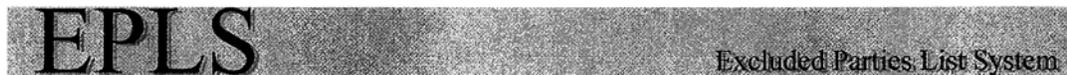
THE O'BRIEN CORPORATION  
 Powder Coatings Division  
 Houston, Texas 77021



**Appendix J - ELPS**

EPLS Search Results

Page 1 of 1



**Search Results Excluded By  
Firm, Entity, or Vessel : Mobility Transportation Services  
State : MICHIGAN  
Country : UNITED STATES  
as of 02-Jun-2011 11:15 AM EDT**

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**Your search returned no results.**



**APPENDIX K**

**ALTOONA TEST**



Mobility Division

**ALTOONA BUS TESTING CERTIFICATION**

EIDorado National (Kansas), Inc. hereby certifies that the vehicles being offered for sale have been fully tested as a "family of vehicles" for a minimum service life of four (4) years or 100,000 miles at the Altoona Bus Testing Center as required by the Surface Transportation and Uniform Relocation Assistance Act of 1987 and in accordance with CFR 49, Part 665, as amended.

**Sign', EIDorado National (Kansas), Inc. Date**  
Senior VP/General Manager  
**Title**



STURAA TEST  
4 Y E A R  
100,000 MILE BUS  
f r o m  
ELDORADO NATIONAL (KANSAS), INC.  
M O D E L A M E R I V A N  
OCTOBER 2008

PTI-BT-R0809 PENN STATE



**The Thomas D. Larson  
Pennsylvania Transportation Institute**

201 Transportation Research Building  
State University  
University Park, PA 16802

(814) 865-1891 The Pennsylvania

**Bus Testing and Research Center**

---

2237 Old Route 220 N.  
Duncansville, PA 16635

(814) 695-3404



## EXECUTIVE SUMMARY

Eldorado National (Kansas) Inc. submitted a model Amerivan, gasoline-powered 4 seat (including the driver) 16-foot converted mini-van bus, for a 4 yr/100,000 mile STURAA test. The odometer reading at the time of delivery was 1,061 miles. Testing started on June 18, 2008 and was completed on September 29, 2008. The Check-In section of the report provides a description of the bus and specifies its major components.

The primary part of the test program is the Structural Durability Test, which also provides the information for the Maintainability and Reliability results. The Structural Durability Test was started on June 24, 2008 and was completed on August 25, 2008.

The interior of the bus is configured with seating for 5 passengers and one wheelchair position including the driver. The test vehicle is not design to accommodate standing passengers. At 150 lbs per person, this load results in a measured gross vehicle weight of 5,990 lbs. The first segment of the Structural Durability Test was performed with the bus loaded to a GVW of 5,990 lbs. The middle segment was performed at a seated load weight of 5,990 lbs and the final segment was performed at a curb weight of 4,550 lbs. Durability driving resulted in unscheduled maintenance and failures that involved a variety of subsystems. A description of failures, and a complete and detailed listing of scheduled and unscheduled maintenance is provided in the Maintainability section of this report.

Accessibility, in general, was adequate, components covered in Section 1.3 (Repair and/or Replacement of Selected Subsystems) along with all other components encountered during testing, were found to be readily accessible and no restrictions were noted.

The Reliability section compiles failures that occurred during Structural Durability Testing. Breakdowns are classified according to subsystems. The data in this section are arranged so that those subsystems with more frequent problems are apparent. The problems are also listed by class as defined in Section 2. The test vehicle encountered no Class 1 or Class 2 failures. Of the twelve reported failures, eleven were Class 3 and one was a Class 4.

The Safety Test, (a double-lane change, obstacle avoidance test) was safely performed in both right-hand and left-hand directions up to a maximum test speed of 45 mph. The performance of the bus is illustrated by a speed vs. time plot. Acceleration and gradeability test data are provided in Section 4, Performance. The average time to obtain 50 mph was 11.93 seconds.

The Shakedown Test produced a maximum final loaded deflection of 0.053 inches with a permanent set ranging between -0.006 to 0.006 inches under a distributed static load of 2,475 lbs. The Distortion Test was completed with all subsystems, doors and escape mechanisms operating properly. No water leakage was observed throughout the test. All subsystems operated properly.

The test vehicle submitted for testing was not equipped with any type of tow eyes or tow hooks, therefore, the Static Towing Test was not performed. The Dynamic Towing Test was performed by means of a front-lift tow. The towing interface was accomplished using a hydraulic under-lift wrecker. The bus was towed without incident and no damage resulted from the test. The manufacturer does not recommend towing the bus from the rear, therefore, a rear test was not performed. The Jacking and Hoisting Tests were also performed without incident. The bus was found to be stable on the jack stands, and the minimum jacking clearance observed with a tire deflated was 3.0 inches.

A Fuel Economy Test was run on simulated central business district, arterial, and commuter courses. The results were 14.76 mpg, 16.29 mpg, and 13.79 mpg respectively; with an overall average of 14.86 mpg.

A series of Interior and Exterior Noise Tests was performed. These data are listed in Section 7.1 and 7.2 respectively.