

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

NOTICE OF CONTRACT NO. 071B5500137

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Hoekstra Transportation, Inc. 3741 Roger B. Chaffee Blvd Grand Rapids, MI 49548	Steve Bolin	sbolin@hoekstratruck.com
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	(616) 389-1130	0325

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	MDOT	Jeff Turner	(517) 335-3282	turnerj3@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Yvon Dufour	(517) 284-6996	dufoury@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Accessible Vehicles – Purpose Built Chassis			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
3 years	9/14/2015	9/13/2017	One, 1 year option
PAYMENT TERMS	F.O.B.	SHIPPED TO	
EFT	Destination	Various	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-card ☐ Direct Voucher (DV) ☐ Other			Yes X No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:		\$6,917,902.00	

For the Contractor:

Steve Bolin,
Contract Administrator
Hoekstra Transportation, Inc.

Date

For the State:

Rebecca Cook,
Commodities Division Director - Procurement
State of Michigan

Date



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and Hoekstra Transportation, Inc. ("**Contractor**"), a Corporation. This Contract is effective on September 14, 2015 ("**Effective Date**"), and unless terminated, expires on September 13, 2017.

This Contract may be renewed for up to one additional one-year periods. Renewal must be by written agreement of the parties and will automatically extend the Term of this Contract.

The parties agree as follows:

1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Exhibit A – Statement of Work** (the "**Contract Activities**"). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Exhibit A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State's operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State's quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

2. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
Yvon Dufour 525 W. Allegan, Constitution Hall, 1 st Floor NE Lansing, MI 48933 dufoury@michigan.gov (517) 284-6996	Steve Bolin - Hoekstra Transportation, Inc. 3741 Roger B. Chaffee Blvd Grand Rapids, MI, 49548 SBolin@HoekstraTruck.com 616-389-1130

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms and conditions of this Contract (each a "**Contract Administrator**"):

State:	Contractor:
Yvon Dufour 525 W. Allegan, Constitution Hall, 1 st Floor NE Lansing, MI 48933 dufoury@michigan.gov (517) 284-6996	Steve Bolin - Hoekstra Transportation, Inc. 3741 Roger B. Chaffee Blvd Grand Rapids, MI, 49548 SBolin@HoekstraTruck.com 616-389-1130

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

State:	I Contractor:
Jeff Turner 425 W Ottawa St Lansing, MI 48908 turnerj3@michigan.gov 517-335-3282	Steve Bolin - Hoekstra Transportation, Inc. 3741 Roger B. Chaffee Blvd Grand Rapids, MI, 49548 SBolin@HoekstraTruck.com 616-389-1130

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Exhibit A) if, in the opinion of the State, it will ensure performance of the Contract.

Insurance Requirements. Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by an company with an A.M. Best rating of "A" or better and a financial size of VII or better.

Insurance Type	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.
Automobile Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	

Hired and Non-Owned Motor Vehicle Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Accident	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds.

If any of the required policies provide **claim-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of contract work; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the contract of work; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

6. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of .25% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), and authorized Michigan transit agencies. Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

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

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to DTMB-Procurement.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

8. **Reserved.**
9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any

subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Contract.
14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Exhibit A.
16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Exhibit A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

17. **Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Exhibit A. All containers and packaging becomes the State's exclusive property upon acceptance.

18. Risk of Loss and Title. Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.

19. Warranty Period. The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Exhibit A. If the Contract Activities do not function as warranted during the warranty period the State may return such non-conforming Contract Activities to the Contractor for a full refund.

20. Terms of Payment. Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Exhibit A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

21. Liquidated Damages. Liquidated damages, if applicable, will be assessed as described in Exhibit A.

22. Stop Work Order. The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

23. Termination for Cause. The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

24. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
25. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
26. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

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. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

27. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against 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.
28. **Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
30. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
31. **Reserved.**
32. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
- a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to 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 responsibilities; 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 or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any non-State Data Confidential Information is not feasible, such party must destroy the non-State Data Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.

33. **Reserved.**

34. **Reserved.**

35. **Reserved.**

36. **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

37. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party;

(d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

38. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
40. **Reserved.**
41. **Nondiscrimination.** Under the Elliott-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.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
42. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
43. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
44. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
45. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
46. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

47. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
48. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
49. **Order of Precedence.** In the event of a conflict between the terms and conditions of the Contract, the exhibits, a purchase order, or an amendment, the order of precedence is: **(a)** Federal Contract Clauses - Exhibit D; **(b)** The following Mandatory sections of Standard Contract Terms: First paragraph – Contract Terms, section 20 - Terms of Payment, section 5 - Insurance Requirements, section 26 – General Indemnification, section 23 – Termination for Cause, section 24 – Termination for Convenience, section 43 - Governing Law, section 28 - Limitation of Liability; **(c)** Exhibits A – Statement of Work, and Exhibit C – Specification for Purpose Built Chassis; **(d)** All sections from Standard Contract Terms not listed in subsection (b); **(e)** Any other attachment or Exhibit to the contract documents; **(f)** Any Purchase order, Direct Voucher, or Procurement Card Order issued under the Contract; and **(g)** Contractor Responses contained in any of the RFP documents.
50. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
51. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
52. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
53. **Entire Contract and Modification.** This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**").

STATE OF MICHIGAN

Contract No. 071B5500137
Accessible Passenger Vehicle

EXHIBIT A STATEMENT OF WORK CONTRACT ACTIVITIES

This contract is for the two axle Purpose built accessible passenger vehicle.

1. Specifications
1.1 The Contractor shall provide the following:
A. The Contractor shall provide an Accessible Passenger Vehicle (APV) per Exhibit C, Specifications for Purpose Built Vehicle . The Contractor is a licensed Michigan dealer for the MV-1 purpose built accessible passenger vehicle.
B. 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 Contractor shall handle final inspection and corrections required by the State prior to acceptance of the vehicles after a purchase order is issued. • The Contractor shall provide parts and service for a period of seven years after the vehicles have been placed in service throughout the State of Michigan. The Contractor shall supply body replacement parts within five business days of a request by a transit agency unless the Contractor 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 Contractor shall certify that all vehicles delivered shall not exceed the GVWR of chassis (determined by engineering calculated loaded vehicle axle weights). Manufacturers shall comply with the chassis company's quality vehicle manufacturing program.
1.2 Warranties
The Contractor shall provide warranties per Exhibit C, Specifications for Purpose Built Vehicle , section VII. A. OEM guidelines shall be followed for filing, reporting and resolving a service/warranty issue. <u>Customer Service:</u> Contractor service department: 1-800-444-4104 Manufacturers full time 24-hour service line: 1-877-MV1-FORU *1-877-681-3678 The Contractor's primary concern shall be to get customers vehicle back in operation as quickly as possible. The Contractor is a parts stocking dealer with two locations in Michigan. The Contractor shall make every effort to remedy this issue on their time, and then to resolve the warranty claim with their OEM. In order to expedite warranty repairs, the Contractor may allow a subcontracted warranty repair filed through the contractor's system. At delivery, the Contractor shall provide a copy of the vehicle(s) warranties. In addition, the process for service and warranty shall be explained to the Ordering Entity at delivery.
1.3 Recall Requirements and Procedures
The Contractor complies with all state and federal requirements. If a recall is issued, the Ordering Entity shall be notified by the OEM and provided a pathway to resolution. If the vehicle requires a visit to a repair facility, the Contractor shall facilitate the scheduling, service, parts, and paperwork in order to expedite the process.
1.4 Incentives
The Contractor shall offer incentives or programs the OEM offers. The Contractor shall consider trade-in product opportunities.

2. Service Levels
2.1 Time Frames/Delivery
All Contract Activities shall be delivered within 210 calendar days from receipt of order. The receipt of order date is pursuant to Section 5. Delivery shall be made to the Ordering Entity.
2.2 Training
The Contractor shall provide training when necessary, including but not limited to, aspects of ordering, shipping, billing, receiving, and vehicle maintenance. At the request of the State, the Contractor will provide in-service training on products, installation, and product safety issues. The Contractor will also provide training jointly with the Ordering Entity as needed during the period covered by the Contract at no additional charge.
2.3 Reporting
The Contractor must submit, to the Program Manager quarterly reports which include agency name, vehicle(s) purchased, options, price, date ordered, date delivered, funding used: (Federal/State/Local).
2.4 Documents
The Contractor must prepare and submit all documents listed in Exhibit C , Specifications for Purpose Built Vehicle, section VIII.
2.5 Meetings
Meetings requested by the State include, but are not limited to, the pilot and production meetings as required per Section 7 - Acceptance, Inspection, and Testing. The State may request other meetings, as it deems appropriate.
3. Staffing
3.1 Contractor Representative
The Contractor must appoint a Service Manager or a Product Representative specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative"). Steve Bolin – Commercial Products Manager Hoekstra Transportation 3741 Roger B Chaffee Blvd. Grand Rapids, MI 49548 Mobile 616.299.5170 Office 616.389.1130 Toll Free 800-444-4104 Fax 616.245.7726 Email SBolin@HoekstraTruck.com The Contractor must notify the Contract Administrator at least 14 calendar days before removing or assigning a new Contractor Representative.
3.2 Customer Service Toll-Free Number
The Contractor must specify its toll-free number for the State to make contact with the Contractor Representative. The Contractor Representative must be available for calls during the hours of 8 am to 5 pm EST. Toll Free 800-444-4104 x 1130 Mobile 616.299.5170 Office 616.389.1130 Toll Free 800-444-4104 Fax 616.245.7726 Email SBolin@HoekstraTruck.com
3.3 Technical Support, Repairs and Maintenance
The Contractor must specify its toll-free number for the State to make contact with the Contractor for technical support, repairs and maintenance. The Contractor must be available for calls and service during the hours of 8 am to 5 pm EST. Matt Reiffer - Service Manager. Toll Free 1-800-444-4104 x 1125 Direct - 616-389-1125 The Contractor's OEM, Mobility Ventures, offers a toll free 24 hour a day service: 1-877-MV1-FORU

3.4 Disclosure of Subcontractors
The Contractor does not intend to utilize subcontractors.
4. Pricing
4.1 Price Term
Pricing is firm for the entire length of the Contract with exceptions per section "4.2 Price Changes".
4.2 Price Changes
The Ordering Entity 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 buses required during the Contract period by more than one hundred dollars (\$100.00), the 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 Contractor's cost. Additionally, it shall be the Contractor's responsibility to provide written notice to the State of its qualification for price reductions. If changes in federal regulations affect the cost of the buses required during the Contract period by more than one hundred dollars (\$100.00), the 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 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 canceled. Per Federal Transit Administration (FTA) requirements, a cost or price analysis is required for all price changes. (a) The State may request a Review upon 30 days written notice that specifies what Deliverable is being reviewed. At the Review, each party may present supporting information including information created by, presented, or received from third parties. (b) Following the presentation of supporting information, both parties will have 30 days to review the supporting information and prepare any written response. (c) In the event the Review reveals no need for modifications of any type, pricing will remain unchanged unless mutually agreed to by the parties. However, if the Review reveals that change may be recommended, both parties will negotiate in good faith for 30 days unless extended by mutual agreement of the parties. (d) If the supporting information reveals a reduction in prices is necessary and Contractor agrees to reduce rates accordingly, then the State may elect to exercise the next one year option, if available. (e) If the supporting information reveals a reduction in prices is necessary and the parties are unable to reach agreement, then the State may eliminate all remaining Contract renewal options. (f) Any changes based on the Review must be implemented through the issuance of a Contract Change Notice.
5. Ordering
5.1 Authorizing Document
The appropriate authorizing document for the Contract will be <i>purchase order</i> .
5.2 Order Verification
The Contractor shall have internal controls to verify abnormal orders and to ensure that only authorized individuals place orders. Orders shall be verified referencing Exhibit F – Authorized Michigan Transit Agencies .
5.3 Quantity
The State is not obligated to purchase in any specific quantity. The estimated quantity to order shall be one (1) vehicle. The estimated quantity of production vehicles shall be 150 Purpose Built Vehicles.
6. Delivery
6.1 Driver Delivery
The Contractor will be permitted to drive vehicle(s) to final destinations in compliance with the "Exhibit E - Affidavit for Driver Delivery". Delivery must be made between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday ONLY, excluding Holidays. The Contractor agrees, and will pay the Ordering Entity if they pick the vehicle up at the Contractor's location. The rate will be equal to the rate paid to the Contractor's drivers plus provide or reimburse the cost of gasoline/fuel. The vehicle will be driven to the final destination and delivery will be scheduled with the Ordering Entity.

General Delivery

The State and/or the Ordering Entities have the right to refuse vehicle delivery if the following conditions are not met. For the delivery of all units that may be released against the Contract the following must apply:

- a) The Contractor shall produce the pilot model as the first bus ordered by the State for its transit agencies.
- b) The bus shall be:
 - 1) lift / non-lift equipped
 - 2) air conditioned
 - 3) the largest size on request by the transit agencies.
- c) All necessary testing and equipment placement shall be performed on the pilot models before final inspection/acceptance by the State.
- d) The pilot model shall serve as a standard for the following units as ordered but shall not relieve the Contractor from an obligation to manufacture all units in compliance with all specifications.

7. Acceptance, Inspection and Testing

7.1 Acceptance

The State will use the following criteria to determine acceptance of the Contract Activities:

The Contractor shall complete all corrections required by the State or Ordering Entity prior to delivery and final acceptance.

Delivery of Production Chassis to the Body Manufacturer shall be within **120** days after the Pre-Pilot Model Meeting.

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

7.2 Inspection

Pilot, Production Model and Plant Inspections:

Pilot Model Review Meeting at the Manufacturer's facility, or at a mutually agreed upon location, shall be conducted within thirty (30) calendar days from the date of the Purchase Order.

Pilot Model 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.

Periodic Production/Plant Inspections, by the Michigan Department of Transportation, Office of Passenger Transportation include two (2) per contract period.

Final inspection shall be made at a site(s) as agreed upon by the

Contractor and the ordering agencies. The Contractor shall be capable of handling final inspection and corrections required by the State prior to acceptance of the buses after a Contract is awarded.

The Contractor shall be responsible for transportation (air fare, rail fare, car rental, taxi, or mileage), lodging, parking expenses, meals, and tips for up to three (3) individuals, as determined by the Michigan Department of Transportation, Office of Passenger Transportation, for involvement in any of the above pilot model and production schedule review or plant inspections. All travel expenses shall be based on the DTMB, Vehicle and Travel Services Schedule of Travel Rates for Classified and Unclassified Employees Effective January 1, 2011 or subsequent updates. http://www.michigan.gov/dmb/0,4568,7-150-9141_13132---,00.html

7.3 Testing

Testing - Prior to delivery, the Contractor shall certify that:

- a) All quality assurance activities have been completed.
- b) All applicable testing has been completed.
- c) All material deficiencies discovered during the quality assurance activities and testing have been corrected.
- d) The Deliverable or Service is in a suitable state of readiness for the State's review and approval.

If a Deliverable includes installation at the Ordering Entity location the Contractor must:

- a) Perform any applicable testing.
- b) Correct all material deficiencies discovered during the quality assurance activities and testing.
- c) Inform the State that the unit is in a suitable state of readiness for the State's review and approval.

To the extent that testing occurs at the Ordering Entity's location personnel are entitled to observe or otherwise participate in testing.

7.4 Final Acceptance

Final Acceptance is when the project is completed and functions according to the requirements listed in all previous sections of this document. Any intermediate acceptance of sub-Deliverables does not complete the requirement of Final Acceptance.

The State and /or the Ordering Entity have the right to refuse vehicle delivery when the conditions listed above are not met.

8. Invoice and Payment
8.1 Invoice Requirements
All invoices submitted to the State must include: (a) date; (b) purchase order number; (c) contract number; (d) quantity; (e) description of the Contract Activities; (f) line items for up-fitting options (g) unit price; (h) shipping cost (if any); and (i) total price. (j) Ordering Entity.
8.2 Payment
The Ordering Entities will make payment for Contract Activities to the Contractor.
8.3 Procedure
The Ordering Entities have been instructed to make immediate inspection on receipt of units and to process payment documents promptly. Payments; however, will be delayed if the bus fails to comply with specification requirements. Therefore, it is incumbent upon the Contractor to close pre-delivery inspection in accordance with the contract requirements.
9. Additional Requirements
9.1 Key Personnel
The Contractor's one individual who will be directly responsible for the day-to-day operations of the Contract ("Key Personnel"). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 24 hours. Steve Bolin – Commercial Products Manager Hoekstra Transportation 3741 Roger B Chaffee Blvd. Grand Rapids, MI 49548 Mobile 616.299.5170 Office 616.389.1130 Toll Free 800-444-4104 x 1130 Toll Free 800-444-4104 Fax 616.245.7726 Email SBolin@HoekstraTruck.com Contractor's Key Personnel must be available during the following times: 8:00 am – 5:00 pm The Contractor may not remove or assign Key Personnel without the prior consent of the State. Prior consent is not required for reassignment for reasons beyond the Contractor's control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause. The State may request a résumé and conduct an interview before approving a change. The State may require a 30 calendar day training period for replacement personnel. The Contractor must identify the Key Personnel, indicate where they will be physically located, and describe the functions they will perform. Steve Bolin – Contract Manager Hoekstra Transportation, Inc. 3741 Roger B Chaffee Blvd. Grand Rapids, MI 49548 (616) 389-1130 Office (616) 299-5170 Mobile (616) 245-7726 Fax SBolin@HoekstraTruck.com Matt Reiffer – 16 years – Service Manager MDOT Business Hoekstra Transportation, Inc. 3741 Roger B Chaffee Blvd. Grand Rapids, MI 49548 1-800-444-4104 x 1125

9.7 Non-Key Personnel

The Contractor must notify the Contract Administrator at least 10 calendar days before removing or assigning non-key personnel.

Mark Hoekstra – 22 years – President of Hoekstra Companies
3741 Roger B Chaffee Blvd.
Grand Rapids, MI 49548
1-800-444-4104 x 1102

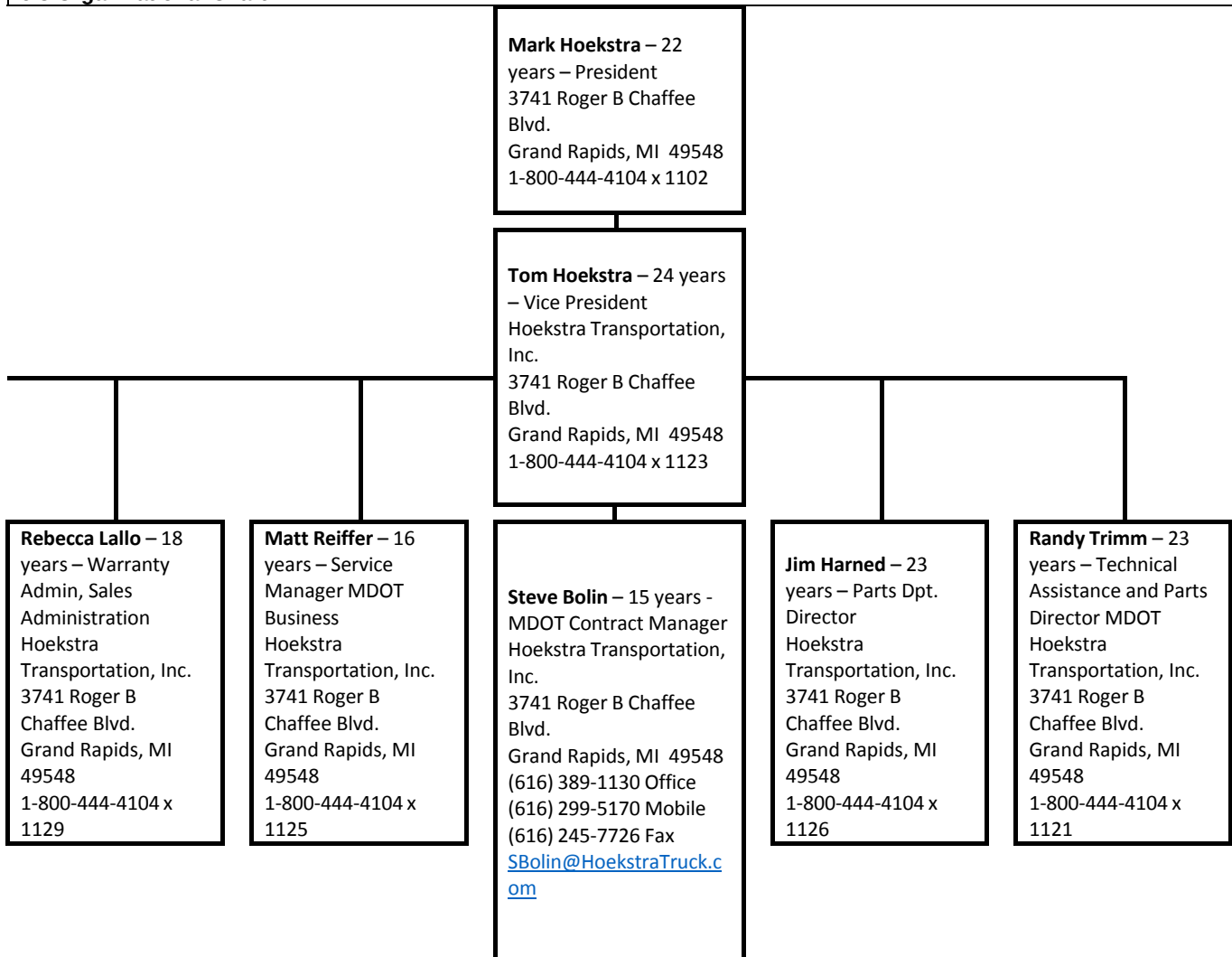
Tom Hoekstra – 24 years – Vice President
Hoekstra Transportation, Inc.
3741 Roger B Chaffee Blvd.
Grand Rapids, MI 49548
1-800-444-4104 x 1123

Rebecca Lallo – 18 years – Warranty Admin, Sales Administration
Hoekstra Transportation, Inc.
3741 Roger B Chaffee Blvd.
Grand Rapids, MI 49548
1-800-444-4104 x 1129

Jim Harned – 23 years – Parts Dpt. Director
Hoekstra Transportation, Inc.
3741 Roger B Chaffee Blvd.
Grand Rapids, MI 49548
1-800-444-4104 x 1126

Randy Trimm – 23 years – Technical Assistance and Parts Director MDOT
Hoekstra Transportation, Inc.
3741 Roger B Chaffee Blvd.
Grand Rapids, MI 49548
1-800-444-4104 x 1121

9.8 Organizational Chart



STATE OF MICHIGAN

Contract No. 071B5500137

Accessible Passenger Vehicle

EXHIBIT B PRICING

1. Pricing includes all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).

MICHIGAN ACCESSIBLE PASSENGER VEHICLE (APV) PURPOSE BUILT VEHICLE

Version Date: 2/20/2015

Body Manufacturer:		Mobility Ventures		
Contractor Company Name:		Hoekstra Transportation, Inc.		
Contractor Address:		3741 Roger B Chaffee Blvd. Grand Rapids, MI 49548		
Preparer's Name:		Steve Bolin		
Inspection Facility:		Hoekstra Transportation, Inc.		
Address of Inspection Facility:		3741 Roger B Chaffee Blvd. Grand Rapids, MI 49548		
I	COST MODEL			
	Qty	Description	Unit Price	Extended Total
		Vinyl Seat Covers		
A	100	3 + 2 passenger vehicle with single rear facing seat	\$43,231.81	\$4,323,181.00
B	50	3 + 2 passenger vehicle, without rear facing seat	\$42,952.11	\$2,147,605.63
		SUBTOTAL (A+B)	\$86,183.92	\$6,470,786.63
AA		Equipment Options		
1	75	Paint or vinyl – 3" stripe	\$200.50	\$15,037.50
2	50	Full body color OEM paint other than white	\$0.00	\$0.00
3	75	Donation Box	\$401.00	\$30,075.00
4	100	Powered Ramp	\$4,020.03	\$402,002.50
		SUBTOTAL (Options AA)	\$4,621.53	\$447,115.00
		GRAND TOTAL EVALUATION PRICE OF A, B, AA	\$90,805.45	\$6,917,901.63

Contract #071B5500137 <u>EXHIBIT C</u> STATE OF MICHIGAN PUBLIC TRANSPORTATION SPECIFICATIONS FOR ACCESIBLE PASSENGER VEHICLE (APV) PURPOSE BUILT CHASSIS	
I.	<u>PURPOSE OF SPECIFICATIONS:</u>
A.	<u>Purpose Built Vehicle</u> - These specifications are setting forth the minimum requirements for a two-axle commercial purpose built 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 five (5) passengers using the rear facing flip seat. 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).
II.	<u>CHASSIS SPECIFICATIONS:</u>
A.	<u>Purpose Built Vehicle:</u>
	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). <u>Source: Mobility Ventures LLC MV-1</u>
	Specifications
A.	<u>Wheelbase</u> is 122"
B.	<u>Engine:</u> 3.7L V6, 275 HP
C.	<u>Transmission:</u> six (6) speed automatic
D.	<u>Tilt Wheel / Power Steering:</u> TRW hydraulic rack and pinion steering with a tilt steering column.
E.	<u>Chassis GVWR:</u> 6,600 lbs.
F.	<u>Alternator:</u> Denso alternator with a 155 amp output at 4000 RPM @ 32° Fahrenheit
G.	<u>Battery:</u> Exide group 65 12-volt battery with 750 CCA @ 0° Fahrenheit
H.	<u>Brakes:</u> Four-wheel disc brakes, power assisted with anti-lock, stability control, and dynamic rear proportioning and traction control. Foot operated parking brake.
I.	<u>Fuel tank capacity:</u> 24 gallon capacity, complies with all applicable FMVSS standards, and is calibrated with the OEM dash fuel gauge.
J.	<u>Hazard Flasher:</u>
	Equipped with a hazard flasher switch.
K.	<u>Speed/Cruise Control:</u>
	OEM speed/cruise control.
L.	<u>Shock absorbers:</u>
	Hydraulic front shock absorbers and air-assist rear shock absorbers with automatic level control (ALC).
M.	<u>Suspension:</u>
1)	<u>OEM Load Leveling and Height Control:</u>
	Rear suspension is equipped with air assisted rear shocks with automatic level control. The MV-1 has a 6-inch ground clearance.
2)	<u>Kneeling System:</u>
	Without the need for a kneeling system, the MV-1 is fully compliant with ADA requirements with either the manual ramp (4.1:1 ramp angle) or the optional power ramp, which offers two selectable ramp deployment lengths (4.4:1 or 6.0:1).
N.	<u>Exhaust:</u>
	Exhaust system is full stainless steel and exits the rear of the vehicle.
O.	<u>Wheels:</u>
	17 X 6.5 inch steel wheels.
1)	<u>Tires & Jack:</u>
	Continental Tire / General P235/65R17 108 H tires consistent with the GVWR rating.
2)	<u>Wheel Covers:</u>
	Center hub wheel covers with the SE (manual ramp) or full wheel covers with the DX (power ramp).
P.	<u>Windshield Wipers / Horn</u>
1)	Two-speed with intermittent setting front wipers plus a one-speed rear wiper. Dual jet electric washers on the windshield and single spray for the rear window.

2)	Horn: OEM standard
Q.	<u>Radiator and Coolant System:</u> Heavy-duty liquid cross-flow radiator with a 17.4-quart capacity and two-speed twin electric cooling fans. Factory coolant provides freeze protection down to -34° Fahrenheit.
R.	<u>Fluids:</u> Fluids are checked and filled from inside front hood and are located for easy access.
III.	<u>BODY AND EQUIPMENT SPECIFICATIONS:</u>
A.	<u>Bumpers:</u> Bumpers are OEM, front and rear.
B.	<u>Doors & Locks:</u> 1) <u>Front Driver and Passenger Doors:</u> OEM driver and passenger doors and power locks. 2) <u>Accessible Passenger Doors (Standard Doors):</u> Access door provides a full 36" clear width and 56" clear height. All doors are OEM standard "sedan type" and hinged toward the front of the vehicle.
C.	<u>Interior Panels:</u> Interior panels are OEM and the interior color is gray and designed to provide an aesthetically pleasant atmosphere, without any unprotected sharp edges.
D.	<u>Gauges:</u> Chassis (OEM) gauges shall be used in the driver's instrument cluster. 1) Engine oil pressure gauge/light. 2) Engine coolant temperature gauge/light. Fuel gauge.
E.	<u>Undercoating / Rust Proofing:</u> The MV-1 has a superior OEM corrosion protection and paint system and does not recommend the application of undercoating.
F.	<u>Interior Mirror:</u> OEM rear-view mirror.
G.	<u>Sun Visor:</u> OEM sun visors for the driver and passenger side of the windshield.
H.	<u>Exterior Mirrors:</u> Dual power-remote exterior mirrors adjustable from the driver's position.
I.	<u>Seating/Seat Belts/Grab Handles:</u> 1) <u>OEM Seating:</u> i. <u>Driver and Passenger:</u> 6-way adjustable commercial driver's seat. ii. <u>Third Row (Rear) Seating:</u> Third row bench seat, which is designed to comfortably seat three adult passengers. iii. <u>Seating Material:</u> OEM seats are upholstered in grey vinyl. 2) <u>Single-Passenger Seat –Rear Facing:</u> Single rear-facing seat, which is mounted directly behind the driver's seat. The rear-facing seat is upholstered in grey vinyl material matching the other seating. OEM vinyl/leatherette seat covers comply with specification. 3) <u>Seat Belts:</u> 3-point restraints (belts) with retractors and push button release mechanism. Two universal "Buckle Up" decals will be furnished with each vehicle. 4) <u>Grab Handles:</u> OEM grab handles on the "A" and "B" pillars.
J.	<u>Lighting:</u> 1) <u>Exterior:</u> All exterior lighting is OEM standard. 2) <u>Interior:</u> OEM interior lighting, which is fully compliant with ADA requirements, including lamps, mounted on the access door that fully illuminate the ramp and accessible entrance area.

K. <u>Radio:</u> OEM AM/FM/CD radio with two front and two rear speakers.	
L. <u>HVAC (Heating & Air Conditioning):</u> 1) <u>Heating:</u> OEM heating system with a 32,000 btu capacity and the temperature control is easily accessible by the driver. 2) <u>Air Conditioning:</u> OEM air conditioning system with a 16,200 btu capacity which uses R-134A refrigerant. The heating and air conditioning systems are covered by the 3 year / 36,000 mile bumper-to-bumper limited warranty	
M. <u>Windows:</u> OEM standard tinted windows.	
N. <u>Painting and Paint Codes:</u> 1) <u>Painting:</u> OEM white with other OEM factory colors available upon request. The entire vehicle is provided with a superior OEM corrosion protection system. 2) <u>Paint Codes:</u> i. Factory paint codes shall be furnished with all vehicles. Standard factory white paint code is 50U. ii. Aftermarket painting - both the brand and paint code shall be furnished.	
O. <u>Mobility Aid Ramp:</u> Manually operated mobility access ramp that stows under the floor and slides out the rear passenger side door. The ramp has a minimum usable width of 30" and a 4.1:1 slope that meets the requirements of ADA, 49 CFR. The MV-1 ramp surface is continuous and has a skid resistant surface. The ramp has no protrusions from the surface that exceed ¼" and will accommodate both four-wheel and three-wheel mobility aids. The MV-1 ramp has a 660 pound capacity with a three-to-one safety factor and has protective barriers on each side that are at least two (2) inches high to prevent mobility aids from rolling off the side of the ramp edge. Note: The optional power ramp also complies with all applicable requirements in this section but includes two selectable deployment lengths providing either a 4.4:1 slope (short deploy) or a 6:1 slope (long deploy).	
P. <u>Electrical:</u> OEM electrical system which meets all automotive standards and includes multiple 12 volt auxiliary outlets.	
Q. <u>Equipment mounting:</u> The MV-1 does not include any non-OEM equipment mounted that would require flame cutting or welding on the frame side rails.	
R. <u>Keys:</u> Each MV-1 will include two (2) sets of keys and one key fob.	
S. <u>Rear Defogger:</u> OEM rear window defogger.	
IV. <u>WHEELCHAIR SECUREMENT AREA:</u>	
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. The integrated Q-Straint securement system is designed to secure 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. 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	6,000lbs,ea. min.
Front belt Assembly	2,000lbs,ea. min.
Lap Belt Assembly	2,500lbs,ea. min.
Shoulder Belt Assembly	2,500lbs,ea. min.
Floor Insert Assembly	6,000lbs,ea. min.

- 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 RetractorTM
Systems for L track: AL 712s-4c.

C. Wheelchair restraint storage:

- 1) Storage Pouch: A storage pouch shall be provided so that the restraints and/or lap belts can be stored off the floor in the vehicle when not in use.

The Q-Straint securement and restraint systems are provided in storage pouches, which have clips that can be attached to the rear of the third row bench seat.

V. SAFETY EQUIPMENT

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

B. Safety equipment shall be:

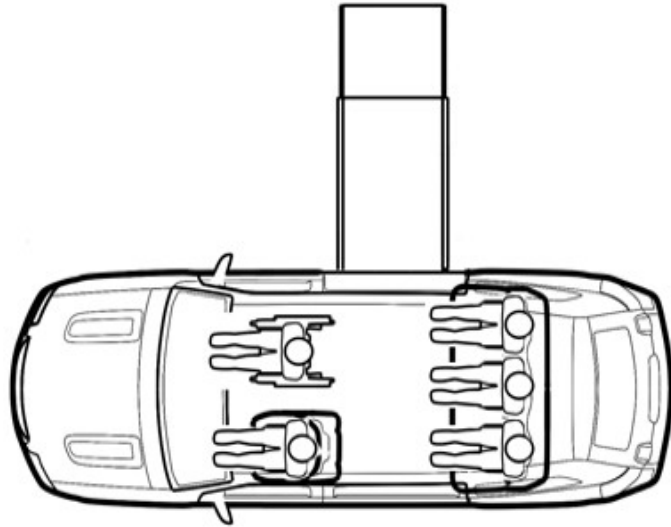
- 1) One UL listed 5 pound, 2A-10BC dry chemical fire extinguisher. Fire extinguisher shall have a metal head, a gauge to indicate state of charge, and a bracket with strap for securement. Source: Manufacturer's Standard.
- 2) One container of bi-directional emergency reflective triangles that meets 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 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.

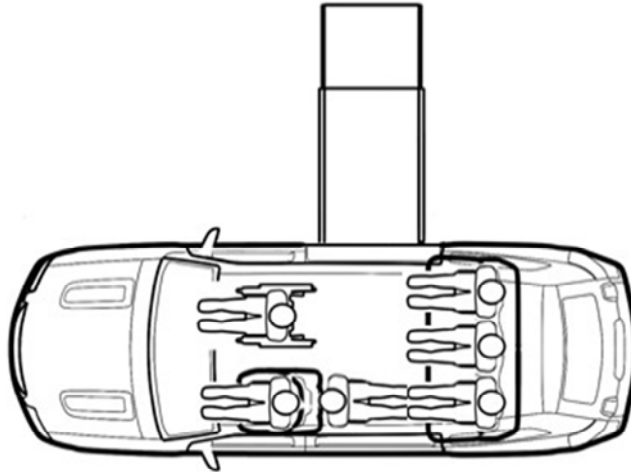
VI. <u>ALTERNATE OPTIONS:</u>	
A. <u>Paint - Optional Designs:</u> 1) The vehicle shall have a 3" belt stripe. An example would be: an OEM white vehicle with a 3" painted belt stripe or 3M-10 year grade vinyl stripes. 2) The vehicle shall be painted a full body color, including the door, other than OEM white. An example would be: a vehicle painted OEM red. <u>Suggested Source: OEM provided colors.</u> The MV-1 is available in four OEM color choices for Model year 2015: White, Black, Silver, or Red.	
B. <u>Donation Box:</u> A donation box shall be mounted and the location approved by the ordering agency. The lockable donation box shall be supplied with two keys. <u>Suggested source: Main donation box or Diamond donation box.</u>	
C. <u>Powered Ramp:</u> If the Powered Ramp option is ordered, the MV-1 shall be equipped with a power operated mobility access ramp, which stows under the floor and slides out the rear passenger side door. The ramp has two selectable deployment lengths, 4.4:1 slope (short deploy) or 6:1 slope (long deploy). The ramp has a minimum usable width of 30" and both selectable deployment lengths provide a slope meeting the requirements of ADA, 49 CFR. The MV-1 ramp surface is continuous and has a skid resistant surface. The ramp has no protrusions from the surface that exceed ¼" and will accommodate both four-wheel and three-wheel mobility aids. The MV-1 ramp has a 660 pound capacity with a three-to-one safety factor and has protective barriers on each side that are at least two (2) inches high to prevent mobility aids from rolling off the side of the ramp edge.	
VII. <u>VENDOR/MANUFACTURER REQUIREMENTS:</u>	
A. <u>Warranty:</u> Warranty shall become effective on the date the vehicle is placed into service by the Ordering Entity. 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) Three (5) years / 60,000 miles on powertrain. 3) 3 years / 60,000 miles on body structure, exterior and paint. 4) 5 years / 60,000 miles on ramp. 5) Manufacturer's standard warranty of one (1) year 12,000 miles, minimum, on other add-on components and items. 6) The Contractor shall warrant the chassis, body, and all add-on components. <i>Please refer to Exhibit A – Statement of Work, section 1.3 - Warranties.</i>	
VIII. <u>REQUIRED VEHICLE INFORMATION</u>	
A. All manuals shall be provided in an electronic copy (CD, DVD, or USB flash drive). The Contractor shall maintain record or proof that all vehicle information was supplied to the Ordering Entity. Vehicle information listed below shall be reviewed at final pilot model production and shall be supplied with each vehicle at delivery. The OEM paper and electronic web based manuals meet specification and shall be provided at delivery. <i>Please refer to Exhibit A – Statement of Work, section 2.4 - Documents.</i>	

- 1) Copy of manufacturer's statement of origin for a vehicle.
- 2) Warranty papers for chassis, body, and additional equipment.
- 3) Operator's manual for vehicle and all add-on equipment.
- 4) Certification that the seating floor anchorage and floor fasteners shall meet all applicable FMVSS including FMVSS 207, 208, 209, and 210.
- 5) A complete set of repair manuals 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 Ordering Entity. OEM manuals and web-based access will be provided.
- 6) Operating instructions showing controls and operation for the first vehicle of each model year delivered to each Ordering Entity.
- 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.
- 8) Maintenance and inspection schedule incorporating the required maintenance and inspection of the basic vehicle and its subsystems (i.e., wheelchair lift) with each vehicle at delivery.
- 9) N/A
- 10) N/A
- 11) Towing and lifting instructions.
- 12) Wheelchair securement product instructions and training program.
- 13) A copy of the Contractor's Service Manager signature on the initial inspection and service check of the vehicle shall include:
 - i. The Contractor's name and vehicle identification number.
 - ii. Checklist of service and inspection performed.

FLOOR PLANS:



A. 3+2 Purpose Built Vehicle with ramp – vinyl (less single rear facing seat).



B. 3+2 Purpose Built Vehicle with ramp – vinyl (with single rear facing seat).

Federally Required Contract Clauses (Rolling Stock)

Exhibit D - Governing Documents

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INSTRUCTIONS

About: This document contains the federally required contract clauses for a rolling stock procurement greater than \$100,000.

Bidder/Vendor Instructions: Return copies of these pages with your bids. Fill in parts 1, 5, 6, 7, and 20.

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 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 _____

Signature _____

Company Name _____

Title _____

Exhibit D - Federal Contract Clauses (Rolling Stock) Page 4

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

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it 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 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

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 _____

Signature _____

Company Name _____

Title _____

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 loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in 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: _____

Signature: _____

Company Name: _____

Title: _____

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

(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)

Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date: _____

Signature: _____

Company Name: _____

Title: _____

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: _____

Signature: _____

Company Name: _____

Title: _____

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, _____, 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.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ 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
I <u>State Grantees</u>						
None	None	Those imposed on state pass thru to Contractor	None	None	None	None
a. Contracts below SAT (\$100,000)	None unless ¹ non-competitive award		Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
b. Contracts above \$100,000/Capital Projects						
II <u>Non State Grantees</u>						
Yes ³	Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
a. Contracts below SAT (\$100,000)	Yes ³		Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects						

Sources of Authority:

¹ 49 USC 5325 (a)

² 49 CFR 633.17

³ 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 of 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 **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.
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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.
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20. DBE TRANSIT VEHICLE MANUFACTURER CERTIFICATION

_____(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 _____(October 1, _____to September 30, _____) and have been approved or not disapproved by FTA.

_____(Name of Contract Vendor), hereby certifies that the manufacturer of the transit vehicle to be supplied _____(Name of Manufacturer) has complied with the above referenced requirement of Section 26.49 of 49 CFR Part 26.

Signature: _____

Date: _____

Title: _____

Manufacturer: _____

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 **State of Michigan** to be in violation of the FTA terms and conditions.

Exhibit E – Affidavit For Driver Delivery

ACCESSIBLE PASSENGER VEHICLE (APV)

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

1. The drivers of the vehicles are correctly licensed and trained in proper vehicle operation.
2. The Contractor accepts all responsibility and liability for vehicles in transit.
3. The Contractor should sign the affidavit below and submit this with the bid.

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

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

Signed

Date

Commercial Products Manager

Title

Hoekstra Transportation

Contractor



Authorized Michigan Transit Agencies
For
Purchasing Program for Vehicles

July 7, 2014

7/7/2014

Transit Agency Address/Phone Numbers

Lenawee

MS. MARCIA BOHANNON

Adrian Dial-A-Ride

135 East Maumee Street
Adrian, MI 49221

Telephone No.: (517) 264-4849

Fax No.: (517) 264-8016

Email: mbohannon@adrianmi.gov

Allegan

MR. DANIEL WEDGE

Allegan County - Transportation Services

750 Airway Drive
Allegan, MI 49010

Telephone No.: (269) 686-4529

Fax No.: (269) 673-2190

Email: dwedge@allegancounty.org

Gratiot

MR. RANDY SUMNER

Alma Dial-A-Ride

City of Alma Transit Center
1105 Willow Run Dr. PO BOX 278
Alma, MI 48801-0278

Telephone No.: 989 463-6016

Fax No.: 989 466-5307

Email: rsumner@ci.alma.mi.us

Alger

MS. ROCHELLE COTEY

ALTRAN Transit Authority

P.O. Box 69
Munising, MI 49862

Telephone No.: (906) 387-4845

Fax No.: (906) 387-2963

Email: altranco@jamadots.com

Kent

MR. MARK EVANS

American Red Cross Of Greater Grand Rapids

1050 Fuller NE
Grand Rapids, MI 49503

Telephone No.: (616) 456-8661

Fax No.: (616) 235-2355

Email: mark.evans@redcross.org

Muskegon

MR. MARK EVANS

American Red Cross Serving Muskegon, Oceana and Newaygo Counti

313 W. Webster Avenue
Muskegon, MI 49440

Telephone No.: (231) 343-4462

Fax No.: (231) 722-4126

Email: mark.evans@redcross.org

Washtenaw

MR. MICHAEL FORD

Ann Arbor Area Transportation Authority

2700 S. Industrial Hwy.
Ann Arbor, MI 48104

7/7/2014
Telephone No.: (734) 973-6500

Transit Agency Address/Phone Numbers

Fax No.: (734) 973-6338

Email: cwhite@theride.org

Lenawee

7/7/2014

Transit Agency Address/Phone Numbers

Antrim

MR. ALAN MEACHAM
Antrim County Transportation
P.O. Box 120
Bellaire, MI 49615

Telephone No.: (231) 533-8644

Fax No.: (231) 533-8504

Email: meachama@antrimcounty.org

Wayne

MR. JIM MCGUIRE
Area Agency on Aging Region 1-B
400 Franklin Center, 29100 Northwestern Highway
Southfield, MI 48034

Telephone No.: (313) 569-0333

Fax No.:

Email:

Kent

MR. JACOB MAAS
Area Community Service Employ. and Trng.
1550 Leonard NE
Grand Rapids, MI 49505

Telephone No.: (616) 336-4128

Fax No.: (616) 336-4118

Email: scervantes@acset.org

Arenac

MR. ERIC SPRAGUE
Arenac/Bay Service
1510 North Johnson
Bay City, MI 48708

Telephone No.: 989 894-2900

Fax No.: 989 894-2621

Email: esprague@baymetro.com

Houghton

MS. JEAN LABERGE
Baraga/Houghton/Keweenaw CAA
926 Dodge Street
Houghton, MI 49931

Telephone No.: (906) 482-5528

Fax No.: (906) 482-5512

Email: bhkcaa@att.net

Baraga

MS. PAMELA ANDERSON
Baragaland Senior Citizen, Inc.
Six North Main Street
L'Anse, MI 49946

Telephone No.: (906) 524-6711

Fax No.: (906) 524-6922

Email: apamela720@hotmail.com

Barry

MR. WILLIAM VOIGT
Barry County Transit
1216 W. State St.
Hastings, MI 49058

7/7/2014
Telephone No.: (269) 948-8174

Transit Agency Address/Phone Numbers

Fax No.: (269) 948-8154

Email: bvoigt@barrycountytransit.com

Antrim

7/7/2014

Transit Agency Address/Phone Numbers

Calhoun

MR. RICHARD WERNER
Battle Creek Transit
339 West Michigan Ave.
Battle Creek, MI 49037

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Fax No.: (269) 966-3652

Email: rwwerner@ci.battle-creek.mi.us

Grand Traverse

MR. THOMAS MENZEL
Bay Area Transportation Authority
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Traverse City, MI 49684

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Fax No.: (231) 941-9091

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Bay

MR. ERIC SPRAGUE
Bay Metro Transportation Authority
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Fax No.: 989 894-2621

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Charlevoix

MS. BARBARA SCHWARTZFISHER
Beaver Island Transportation Authority
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Fax No.: 231-448-3120

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Monroe

MS. MEG SMITH
Bedford Health Van
1623 West Sterns Road
Temperance, MI 48182

Telephone No.: (734) 850-6034

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Ionia

MR. KEVEN KRIEGER
Belding Dial-A-Ride
Pere Marquette Depot
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Fax No.: (616) 794-4817

Email: dialaride@ci.belding.mi.us

Wayne

MS. DIANE KOLLMEYER
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Six Main Street
Belleville, MI 48111

7/7/2014
Telephone No.: (734) 697-9323

Transit Agency Address/Phone Numbers

Fax No.: (313) 697-6837

Email:

Calhoun

7/7/2014

Transit Agency Address/Phone Numbers

Benzie

MR. WILLIAM KENNIS
Benzie Transportation Authority
14150 US Highway 31
Beulah, MI 49617

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Fax No.: (231) 325-3007

Email: bill@benziebus.net

Oakland

MS. CHRIS DOE
Berkley
2400 Robina
Berkley, MI 48072

Telephone No.: (248) 546-2450

Fax No.:

Email:

Berrien

MR. DENNIS SCHUH
Berrien County
701 Main Street
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Telephone No.: (269) 983-7111

Fax No.: (269) 982-8611

Email: dschuh@berriencounty.org

Mecosta

MS. DAWN FULLER
Big Rapids Dial-A-Ride
226 N Michigan Ave
Big Rapids, MI 49307

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Fax No.: 231 796-0797

Email: dfuller@ci.big-rapids.mi.us

Oakland

MS. THERESA MANSOUR
Birmingham Area Seniors
2121 Midvale Avenue
Birmingham, MI 48009

Telephone No.: (248) 203-5270

Fax No.:

Email:

St. Clair

MR. JIM WILSON
Blue Water Transportation Commission
2021 Lapeer Avenue
Port Huron, MI 48060

Telephone No.: (810) 987-7381

Fax No.: (810) 987-2431

Email: jwilson@bwbus.com

Lenawee

Boysville of Michigan, Inc.
8759 Clinton-Macon Road
Clinton, MI 49236

Telephone No.: (517) 423-7555

Fax No.: (517) 423-5442

Email: fboyilan@hccsnet.org

7/7/2014

Transit Agency Address/Phone Numbers

Benzie

7/7/2014

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