

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

CHANGE NOICE NO. 3
to
CONTRACT NO. 071B1300303
between
THE STATE OF MICHIGAN
and

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

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Amy Nobach	517-335-3282	nobacha@michigan.gov
BUYER	DTMB	Klatra Pickett	517-373-7374	pickettk@michigan.gov

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

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 Year	May 31, 2014
VALUE/COST OF CHANGE NOTICE:		ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:		
\$0.00		\$ 5,365,485.00		
Effective April 17, 2013, the State hereby exercised one option year. The REVISED contract expiration date is May 31, 2014.				
All other terms, conditions and specifications remain unchanged.				
Per vendor and agency agreement and DTMB Procurement approval.				

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET December 22, 2011
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO.2
TO
CONTRACT NO. 071B1300303
between
THE STATE OF MICHIGAN
and

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

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

NATURE OF CHANGE(S):

Effective November 27, 2011, Passenger Nonlift & Lift Vehicle with Alternate Seating Specifications, Appendix B, Section III Body and Equipment and Section V – Options is hereby CHANGED as follows:

Added:

III. Body and Equipment:

Section B, Doors and Locks, ii), (5), “rear door stop holder”

Section D, Interior Flooring, ii), (2) “stepwell filler plate”

Section T, Handrails and Stanchions, iii), “adding a handle on the door”

V. Options (Alternate Quotes)

Section G, Two-Way Radio Antenna/Power, iv) “Location of antenna mounting shall be determined by ordering agency.”

Removed:

III. Body and Equipment

Section L, Lighting, ii), (5), “removing the strobe light”

Section G, Two-Way Radio Antenna/Power, ii) – v) contract language removed

Section S, Lift (Platform Type), i), (9), “removing a lift indicator”

Please also note that the buyer for this contract has been CHANGED to Klatra Pickett.

AUTHORITY/REASON(S):

Per request from MDOT (PRF iTRAC C20111028-091903 dated November 21, 2011) and Vendor agreement.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$5,365,485.00

APPENDIX B
MICHIGAN VEHICLE COST MODEL / EVALUATION FORM
TRUCK: VAN-PASSENGER TRANSIT WITH LIFT & WITHOUT LIFT
4 Years/100,000 Miles

Version Date: 11/21/2011

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

Conversion Manufacturer:		Mobility Transportation Services			
Dealer / Vendor Company Name:		Mobility Transportation Services			
Dealer / Vendor Address:		42000 Koppernick, A3 Canton, MI 481887			
Preparer's Name:					
I.	COST MODEL				
	QTY	Description	MiDEAL and Michigan Public Transit Authorities Unit Price (No Fee)	Extended Total (No Fee)	NASPO Member States Unit Price (Includes 1% Fee)
		Van – Vinyl Seat Covers			
A	10	12 passenger vehicle without lift, vinyl seat covers	\$30,813	\$308,130	\$31,122
B	30	6+1 passenger vehicle with rear passive lift, vinyl seat covers	\$35,398	\$1,061,940	\$35,752
C	35	2+2 passenger vehicle with rear passive lift, vinyl seat covers	\$35,923	\$1,257,305	\$36,283
		Van – Cloth Seat Covers			
D	10	12 passenger vehicle without lift, cloth seat covers	\$30,895	\$308,950	\$31,204
E	30	6+1 passenger vehicle with rear passive lift, cloth seat covers	\$35,483	\$1,064,490	\$35,838
F	35	2+2 passenger vehicle with rear passive lift, cloth seat covers	\$36,008	\$1,260,280	\$36,369
G	150	Total Contract Units		\$5,261,095	
H		Options – Alternate Quote Prices			
H.1	75	Power seat base for driver's seat	\$450	\$33,750	\$455
H.2	75	Ext. Heated Remote Mirrors (Power remote –STD., heated N/A)	\$0	\$0	\$0
H.3	20	Farebox	\$641	\$12,820	\$647
H.4	20	Farebox Electrical Prep	\$38	\$760	\$38
H.5	75	Paint - One stripe	\$200	\$15,000	\$202
H.6	75	Paint - Different Full body	\$0	\$0	\$0
H.7	50	Folding Platform Passive Lift	\$182	\$9,100	\$184
H.8	20	Two-way radio prep package	\$95	\$1,900	\$96
H.9	60	Extra speakers to a total of four (4) (STANDARD)	\$0	\$0	\$0
H.10	75	Smooth Anti-slip Flooring (STANDARD)	\$0	\$0	\$0
H.11	75	Wheelchair Securement Anchorage Pockets	\$43	\$3,225	\$43
H.12	100	Restraint - Storage Under Foldaway Seat Wheelchair Position	\$0	\$0	\$0
H.13	10	Seating – Forward Facing Standard Double Seat - Vinyl	\$445	\$4,450	\$449
H.14	10	Seating – Forward Facing Standard Double Seat - Fabric	\$467	\$4,670	\$472
H.15	5	Seating – Forward Facing Standard Double Seat – Vinyl (Deduct)	(\$445)	(\$2,225)	(\$449)

	QTY	Description	MiDEAL and Michigan Public Transit Authorities Unit Price (No Fee)	Extended Total (No Fee)	NASPO Member States Unit Price (Includes 1% Fee)
H.16	5	Seating – Forward Facing Standard Double Seat – Fabric (Deduct)	(\$467)	(\$2,335)	(\$472)
H.17	10	Seating – Forward Facing Standard Single Seat - Vinyl	\$302	\$3,020	\$305
H.18	10	Seating – Forward Facing Standard Single Seat - Fabric	\$313	\$3,130	\$316
H.19	5	Seating – Forward Facing Standard Single Seat – Vinyl (Deduct)	(\$302)	(\$1,510)	(\$305)
H.20	5	Seating – Forward Facing Standard Single Seat – Fabric (Deduct)	(\$313)	(\$1,565)	(\$316)
H.21	10	Seating – Forward Facing Double Fold-A-Way - Vinyl	\$623	\$6,230	\$629
H.22	10	Seating – Forward Facing Double Fold-A-Way - Fabric	\$634	\$6,340	\$640
H.23	5	Seating – Forward Facing Double Fold-A-Way – Vinyl (Deduct)	(\$623)	(\$3,115)	(\$629)
H.24	5	Seating – Forward Facing Double Fold-A-Way –Fabric (Deduct)	(\$634)	(\$3,170)	(\$640)
H.25	5	Seating – Double w/Single Integrated Child Seat (ICS) - Vinyl	\$580	\$2,900	\$586
H.26	5	Seating – Double w/Single Integrated Child Seat (ICS) - Fabric	\$599	\$2,995	\$605
H.27	5	Seating – Double w/ Double (ICS)Vinyl(N/A w/ req. sh. harness)	\$0	\$0	\$0
H.28	5	Seating – Double w/Double (ICS)Fabric(N/A w/req. sh. harness)	\$0	\$0	\$0
TOTAL EVALUATION PRICE OF A through H above				\$5,357,445	

EVALUATION FORM

II. CHASSIS SPECIFICATIONS			
	Item	Product Name and Model	Size, Material, and/or Type
A	Chassis Manufacturer	Ford, E350 XL Cargo van	Super Extended
B	G.V.W.R	9500 GVWR	
C	Wheelbase	138"	
D	Over All Length (O.A.L)	19'8"	
E	Engine	5.4L V-8	EFI Fuel injection
F	Transmission	4 Speed Automatic w/ OD	4R75E
H.1	Front axle min capacity	4050 lbs.	Twin I beam
H.2	Rear axle min capacity	6084 lbs.	Dana 9.75"
I	Alignment	Per Specifications	Done at local Ford Dealer
J	Alternator	Ford, Largest available	225 Amp
K	Battery	Ford	Dual, 650 C.C.A.
L	Brakes	4 Wheel Power Disc	Inc.'s ABS System & HD master cylinder
M	Fuel Tank Capacity	Ford	33 gallon, mid ship
N	Hazard Flashers	Ford	
O	Speed/Cruise Control	Ford	
P	Shock Absorbers	Ford	Gas pressurized, 32mm
Q	Suspension	Fr. Coil , Rear. Multi-leaf	
R	Exhaust	Ford	Aluminized exhaust
S.1	Wheels	16" (5, inc. spare)	
S.2	Tires	LT245/75R16	With Full Size Spare
S.3	Wheel Covers	Full Ford Wheel Covers	
T.	Windshield Wipers/Horn	Int.Wipers, Dual note horn	
U.	Radiator/	25.9 Quart capacity	
V.			
III. STANDARD FACTORY EQUIPMENT			
A	Battery	Ford	Dual, 650 C.C.A.
B	Brakes	Ford	Four Wheel disc
C	Bumpers	Ford	Chrome OEM
D	Coolant	Ford	Meets desired specifications
E	Doors	OEM	Steel height extensions where specified
F	Drive Shaft guard	Yes	
G	Electrical	Ford	12 volt all OEM wiring except for lift
H	Equipment Mounting	Extra H.D. and sealed	
I	Frame length	216"	
J	Fuel tank capacity	33 gallons	Midship mount
K	Gauges	Ford	Included, meets specs
L.i1	Heating - Front	Ford	OEM Heaters, front & rear
L.i2	Heating - Rear	Ford, exceeds btu rating	OEM Heaters, front & rear
L.ii1	Air Conditioning - Front	Ford	OEM A/C, front & rear
L.ii2	Air Conditioning - Rear	Ford	OEM A/C, front & rear
M	Hub Caps	Ford Full Wheel covers	
N	Insulation Package	Ford Insulation group	
O	Keys	2 sets of keys	
P	Lighting - Exterior	Ford	
Q	Locks	Ford	All doorways are keyed
R	Mirrors - Exterior	Ford	Below Eyeline w/ Convex
S	Mud Flaps	R- Blk. Rubber F- Galv. Steel	Rear black rubber, Front - Galvanized Steel
T	Painting	OEM	Roof <u>always</u> painted to match body
U	Paint Codes	Provided per color ordered	Ford OEM choices
V	Radio	Ford	Am-Fm Stereo w/ clock and four speakers
W	Seating – Driver & Side Passenger	Ford	Captains chairs, reclining with armrests
X	Seat belts	Ford	Pull and Crash tested
Y	Shock absorbers	Ford	Gas, 32 mm
Z	Stabilizer System	Fr. Stabilizer bar + RSC	Roll stability Control Sys. & Frt. Stabilizer
Aa	Steering	Power, Ford XR-50	Inc's H.D gear – 17.0:1 ratio
Bb	Sun Visors	Ford	Dual Sunvisors
Cc	Suspension	Fr. Coil , Rear. Multi-leaf	
Dd	Jacks	Ford	Ford jack & tire change kit
Ee	Tires	LT245/75R16 (5)	
Ff	Undercoating / Rust Proofing	Tectyl 121-B	per Ford recommendations
Gg	Windshield wipers / horn	Int. wipers, Dual note horn	

Hh	Alignment	Per Specifications	Done at local Ford Dealer
Ii	Wheels	16" , Steel	
Jj	Windows	Ford	Full Ford OEM windows w/ flip out venting
III	TRANSIT VEHICLE CONVERSION		
A	Raised Roof	Fiberglass	For superior finish quality roof is <u>always</u> painted.
B	Side access (cargo) door	Raised per specifications	Raised for specified height, OEM latch is retained
B	Rear access door	Raised per specifications	Raised on lift vans, not on Center Aisle Pass. vans
C.i	Interior Flooring – Sub Flooring	3/4" Marine grade plywood	
C.ii	Interior Flooring – Vehicle Flooring	Grey or Tan 1/8", seamless	Seamless , one piece slip resistant floor is standard
D.i	Lighting – Interior	Ford OEM and L.E.D.	Four OEM Dome lamps. L.E.D. Stepwell Lamps
D.ii	Lighting – Exterior brake	Ford OEM and L.E.D.	
E	Stanchions	Stainless steel, yellow pad	Stainless steel stanchions, yellow safety pads
F	Donation box	Lockable, with two keys	
G	Lift	Braun Century II or Ricon S	Agency choice - Braun Century II or Ricon S model
H	Wheelchair securement	Q Straint	Agency choice - QRT MAX or QRT Deluxe
I	Running boards	Galvanized Steel	Galvanized expanded steel (allows snow & debri thru)
J	Safety equipment	Per Specification	Fire Ext, triangle kit, web cutter, B.U. alarm
K	Seats – Passenger	Freedman Seating	Per floorplan & specifications
IV	OPTIONS – ALTERNATE QUOTES		
A	Speed / Cruise Control	Ford OEM	
B	Power seat base for driver's seat	Ford OEM	Ford power base is installed by MTS
C	Radio - AM/FM/CD stereo system w/ two (2) speakers	Ford OEM	
D	Extra speakers to a total of four (4)	STD. OEM	
E	Farebox	Main Fairbox M-4	
F	Farebox electrical prep	per Specifications	
G	Heated exterior remote mirrors	Ford OEM Power Mirrors	Heated feature is N/A, This was acknowledged in the first bid.
H.i	Paint - One stripe	Painted stripe	Per specifications
H.ii	Paint - Different full body	OEM colors, No charge	Ford OEM paint
I	Folding platform passive lift	Agency choice: Braun Vista or Ricon Clearview	Folding Platform
J	Two-way radio package	Per specifications	
K	Seating - additional	Freedman seating	Per specifications
L	Smooth anti-slip flooring	Standard on our bid	Agency choice - Smooth Anti slip, Coin seamless, or ribbed, No extra charges
M	Wheelchair securement anchorage pockets	Q-Straint	
N	Restraint - Storage under foldaway seat wheelchair position	Per Specifications	
V	VENDOR / MANUFACTURER REQUIREMENTS		
	Vehicle information furnished	Yes	
	Purchaser inspection	Yes	
	Warranty	Yes	
VI	BID DOCUMENTS		Please mark (X) as completed
A	Completed Michigan Vehicle Cost Model / Evaluation Form		X
B	Vehicle floor plans		X
C	Raised roof drawings		X
D	Manufacturer's chassis description		X
E	Wheelchair lift manufacturers' specifications		X
F	Body, chassis, and drive train warranties		X
G	Federal Transit Administration (FTA) Clauses		X
H	Seat covering material flammability and smoke data		X
I	Seat frame salt spray test data		X
J	Seat and seat belt certification		X
K	Wiring and switch certification		X
L	Dealer Agreement		X
	EXCEPTIONS - List all exceptions in the space below:		
	No Exceptions. Specifications have been exceeded.		
	BIDDER COMMENTS		
	Specifications have been exceeded. Ford OEM Rear Heater and A/C system has been used with stainless steel lines and Ford warranty.		

APPENDIX A
MICHIGAN VEHICLE COST MODEL / EVALUATION FORM
TRUCK: VAN-PASSENGER TRANSIT WITH LIFT & WITHOUT LIFT
4 Years/100,000 Miles

Version Date: 2/1/10

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

Conversion Manufacturer:		Mobility Transportation Services			
Dealer / Vendor Company Name:		Mobility Transportation Services			
Dealer / Vendor Address:		42000 Koppnick, A3 Canton, MI 481887			
Preparer's Name:					
I. COST MODEL					
	QTY	Description	MIDEAL and Michigan Public Transit Authorities Unit Price (No Fee)	Extended Total (No Fee)	NASPO Member States Unit Price (Includes 1% Fee)
Van - Vinyl Seat Covers					
A	10	12 passenger vehicle without lift, vinyl seat covers	\$30,813	\$308,130	\$31,122
B	30	6+1 passenger vehicle with rear passive lift, vinyl seat covers	\$35,448	\$1,063,440	\$35,803
C	35	2+2 passenger vehicle with rear passive lift, vinyl seat covers	\$35,973	\$1,259,055	\$36,333
Van - Cloth Seat Covers					
D	10	12 passenger vehicle without lift, cloth seat covers	\$30,895	\$308,950	\$31,204
E	30	6+1 passenger vehicle with rear passive lift, cloth seat covers	\$35,533	\$1,065,990	\$35,889
F	35	2+2 passenger vehicle with rear passive lift, cloth seat covers	\$36,058	\$1,262,030	\$36,419
G	150	Total Contract Units		\$5,267,595	
H. Options - Alternate Quote Prices					
H.1	75	Power seat base for driver's seat	\$450	\$33,750	\$455
H.2	75	Ext. Heated Remote Mirrors (Power remote -STD., heated N/A)	\$0	\$0	\$0
H.3	20	Farebox	\$641	\$12,820	\$647
H.4	20	Farebox Electrical Prep	\$38	\$760	\$38
H.5	75	Paint - One stripe	\$200	\$15,000	\$202
H.6	75	Paint - Different Full body	\$0	\$0	\$0
H.7	50	Folding Platform Passive Lift	\$182	\$9,100	\$184
H.8	20	Two-way radio prep package	\$189	\$3780	\$191
H.9	60	Extra speakers to a total of four (4) (STANDARD)	\$0	\$0	\$0
H.10	75	Smooth Anti-slip Flooring (STANDARD)	\$0	\$0	\$0
H.11	75	Wheelchair Securement Anchorage Pockets	\$43	\$3,225	\$43
H.12	100	Restraint - Storage Under Foldaway Seat Wheelchair Position	\$0	\$0	\$0
H.13	10	Seating - Forward Facing Standard Double Seat - Vinyl	\$445	\$4,450	\$449

H.14	10	Seating – Forward Facing Standard Double Seat - Fabric	\$467	\$4,670	\$472
H.15	5	Seating – Forward Facing Standard Double Seat – Vinyl (Deduct)	(\$445)	(\$2,225)	(\$449)
	QTY	Description	MIDEAL and Michigan Public Transit Authorities Unit Price (No Fee)	Extended Total (No Fee)	NASPO Member States Unit Price (Includes 1% Fee)
H.16	5	Seating – Forward Facing Standard Double Seat – Fabric (Deduct)	(\$467)	(\$2,335)	(\$472)
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H.18	10	Seating – Forward Facing Standard Single Seat - Fabric	\$313	\$3,130	\$316
H.19	5	Seating – Forward Facing Standard Single Seat – Vinyl (Deduct)	(\$302)	(\$1,510)	(\$305)
H.20	5	Seating – Forward Facing Standard Single Seat – Fabric (Deduct)	(\$313)	(\$1,565)	(\$316)
H.21	10	Seating – Forward Facing Double Fold-A-Way - Vinyl	\$623	\$6,230	\$629
H.22	10	Seating – Forward Facing Double Fold-A-Way - Fabric	\$634	\$6,340	\$640
H.23	5	Seating – Forward Facing Double Fold-A-Way – Vinyl (Deduct)	(\$623)	(\$3,115)	(\$629)
H.24	5	Seating – Forward Facing Double Fold-A-Way –Fabric (Deduct)	(\$634)	(\$3,170)	(\$640)
H.25	5	Seating – Double w/Single Integrated Child Seat (ICS) - Vinyl	\$580	\$2,900	\$586
H.26	5	Seating – Double w/Single Integrated Child Seat (ICS) - Fabric	\$599	\$2,995	\$605
H.27	5	Seating – Double w/ Double (ICS)Vinyl(N/A w/ req. sh. harness)	\$0	\$0	\$0
H.28	5	Seating – Double w/Double (ICS)Fabric(N/A w/req. sh. harness)	\$0	\$0	\$0
TOTAL EVALUATION PRICE OF A through H above				\$5,365,845	

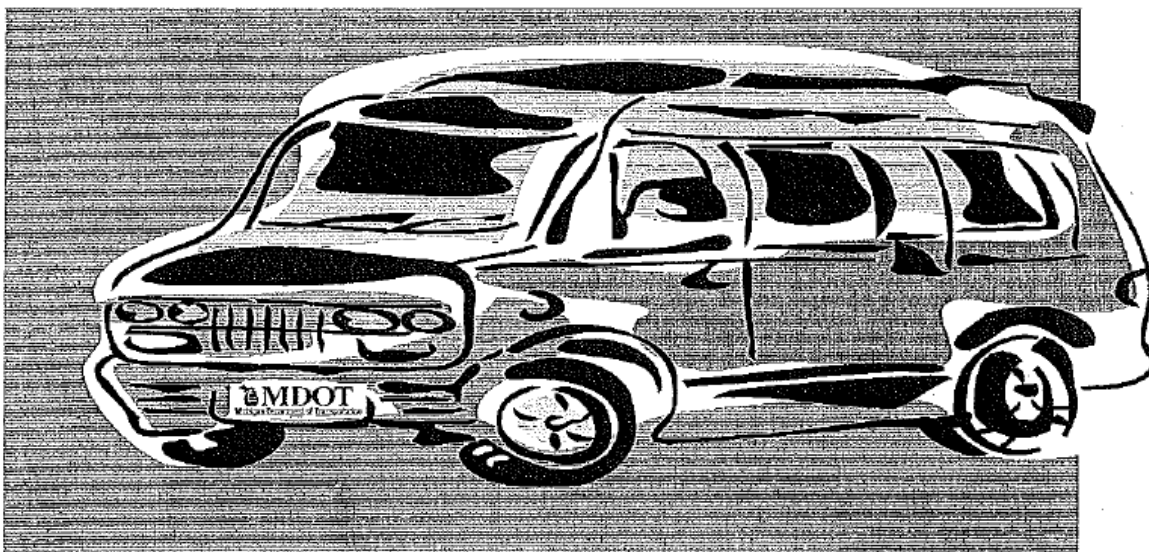
EVALUATION FORM

II. CHASSIS SPECIFICATIONS			
	Item	Product Name and Model	Size, Material, and/or Type
A	Chassis Manufacturer	Ford, E350 XL Cargo van	Super Extended
B	G.V.W.R	9500 GVWR	
C	Wheelbase	138"	
D	Over All Length (O.A.L)	19'8"	
E	Engine	5.4L V-8	EFT Fuel injection
F	Transmission	4 Speed Automatic w/ OD	4R75E
H.1	Front axle min capacity	5000 lbs.	Twin I beam
H.2	Rear axle min capacity	6340 lbs.	Dana 9.75"
I	Alignment	Per Specifications	Done at local Ford Dealer
J	Alternator	Ford, Largest available	225 Amp
K	Battery	Ford	Dual, 650 C.C.A.
L	Brakes	4 Wheel Power Disc	Inc.'s ABS System & HD master cylinder
M	Fuel Tank Capacity	Ford	33 gallon, mid ship
N	Hazard Flashers	Ford	
O	Speed/Cruise Control	Ford	
P	Shock Absorbers	Ford	Gas pressurized, 32mm
Q	Suspension	Frt. Coil, Rear, Multi-leaf	
R	Exhaust	Ford	Aluminized exhaust
S.1	Wheels	16" (5, inc. spare)	
S.2	Tires	LT245/75R16	With Full Size Spare
S.3	Wheel Covers	Full Ford Wheel Covers	
T.	Windshield Wipers/Horn	Int.Wipers, Dual note horn	
U.	Radiator/	25.9 Quart capacity	
V.			
III. STANDARD FACTORY EQUIPMENT			
A	Battery	Ford	Dual, 650 C.C.A.
B	Brakes	Ford	Four Wheel disc
C	Bumpers	Ford	Chrome OEM
D	Coolant	Ford	Meets desired specifications
E	Doors	OEM	Steel height extensions where specified
F	Drive Shaft guard	Yes	
G	Electrical	Ford	12 volt all OEM wiring except for lift
H	Equipment Mounting	Extra H.D. and sealed	
I	Frame length	216"	
J	Fuel tank capacity	33 gallons	Midship mount
K	Gauges	Ford	Included, meets specs
L.i1	Heating - Front	Ford	OEM Heaters, front & rear
L.i2	Heating - Rear	Ford, exceeds btu rating	OEM Heaters, front & rear
L.ii1	Air Conditioning - Front	Ford	OEM A/C, front & rear
L.ii2	Air Conditioning - Rear	Ford	OEM A/C, front & rear
M	Hub Caps	Ford Full Wheel covers	
N	Insulation Package	Ford Insulation group	
O	Keys	2 sets of keys	
P	Lighting - Exterior	Ford	
Q	Locks	Ford	All doorways are keyed
R	Mirrors - Exterior	Ford	Below Eyeline w/ Convex
S	Mud Flaps	R- Blk. Rubber F- Galv. Steel	Rear black rubber, Front - Galvanized Steel
T	Painting	OEM	Roof always painted to match body
U	Paint Codes	Provided per color ordered	Ford OEM choices
V	Radio	Ford	Am-Fm Stereo w/ clock and four speakers
W	Seating - Driver & Side Passenger	Ford	Captains chairs, reclining with armrests
X	Seat belts	Ford	Pull and Crash tested

Y	Shock absorbers	Ford	Gas, 32 mm
Z	Stabilizer System	Frnt. Stabilizer bar + RSC	Roll stability Control Sys. & Frnt. Stabilizer
Aa	Steering	Power, Ford XR-50	Inc's H.D gear – 17.0:1 ratio
Bb	Sun Visors	Ford	Dual Sunvisors
Cc	Suspension	Frnt. Coil , Rear. Multi-leaf	
Dd	Jacks	Ford	Ford jack & tire change kit
Ee	Tires	LT245/75R16 (5)	
Ff	Undercoating / Rust Proofing	Teetyl 121-B	per Ford recommendations
Gg	Windshield wipers / horn	Int. wipers, Dual note horn	
Hh	Alignment	Per Specifications	Done at local Ford Dealer
Ii	Wheels	16", Steel	
Jj	Windows	Ford	Full Ford OEM windows w/ flip out venting
III TRANSIT VEHICLE CONVERSION			
A	Raised Roof	Fiberglass	For superior finish quality roof is <u>always</u> painted.
B	Side access (cargo) door	Raised per specifications	Raised for specified height, OEM latch is retained
B	Rear access door	Raised per specifications	Raised on lift vans, not on Center Aisle Pass. vans
C.i	Interior Flooring – Sub Flooring	3/4" Marine grade plywood	
C.ii	Interior Flooring – Vehicle Flooring	Grey or Tan 1/8", seamless	Seamless , one piece slip resistant floor is standard
D.i	Lighting – Interior	Ford OEM and L.E.D.	Four OEM Dome lamps. L.E.D. Stepwell Lamps
D.ii	Lighting – Exterior brake	Ford OEM and L.E.D.	
E	Stanchions	Stainless steel, yellow pad	Stainless steel stanchions, yellow safety pads
F	Donation box	Lockable, with two keys	
G	Lift	Braun Century II or Ricon S	Agency choice - Braun Century II or Ricon S model
H	Wheelchair securement	Q Straint	Agency choice - QRT MAX or QRT Deluxe
I	Running boards	Galvanized Steel	Galvanized expanded steel (allows snow & debris thru)
J	Safety equipment	Per Specification	Fire Ext, triangle kit, web cutter, B.U. alarm
K	Seats – Passenger	Freedman Seating	Per floorplan & specifications
IV OPTIONS – ALTERNATE QUOTES			
A	Speed / Cruise Control	Ford OEM	
B	Power seat base for driver's seat	Ford OEM	Ford power base is installed by MTS
C	Radio - AM/FM/CD stereo system w/ two (2) speakers	Ford OEM	
D	Extra speakers to a total of four (4)	STD. OEM	
E	Farebox	Main Farebox M-4	
F	Farebox electrical prep	per Specifications	
G	Heated exterior remote mirrors	Ford OEM Power Mirrors	Heated feature is N/A, This was acknowledged in the first bid.
H.i	Paint - One stripe	Painted stripe	Per specifications
H.ii	Paint - Different full body	OEM colors, No charge	Ford OEM paint
I	Folding platform passive lift	Agency choice: Braun Vista or Ricon Clearview	Folding Platform
J	Two-way radio package	Per specifications	
K	Seating - additional	Freedman seating	Per specifications
L	Smooth anti-slip flooring	Standard on our bid	Agency choice - Smooth Anti slip, Coin seamless, or ribbed, No extra charges
M	Wheelchair securement anchorage pockets	Q-Straint	
N	Restraint - Storage under foldaway seat wheelchair position	Per Specifications	
V VENDOR/MANUFACTURER REQUIREMENTS			
	Vehicle information furnished		Yes

	Purchaser inspection	Yes
	Warranty	Yes
VI	BID DOCUMENTS	Please mark (X) as completed
A	Completed Michigan Vehicle Cost Model / Evaluation Form	X
B	Vehicle floor plans	X
C	Raised roof drawings	X
D	Manufacturer's chassis description	X
E	Wheelchair lift manufacturers' specifications	X
F	Body, chassis, and drive train warranties	X
G	Federal Transit Administration (FTA) Clauses	X
H	Seat covering material flammability and smoke data	X
I	Seat frame salt spray test data	X
J	Seat and seat belt certification	X
K	Wiring and switch certification	X
L	Dealer Agreement	X
EXCEPTIONS List all exceptions in the space below:		
No Exceptions. Specifications have been exceeded.		
BIDDER COMMENTS		
Specifications have been exceeded. Ford OEM Rear Heater and A/C system has been used with stainless steel lines and Ford warranty.		

**APPENDIX B
STATE OF MICHIGAN
PUBLIC TRANSPORTATION**



MODIFIED CONVERSION VAN SPECIFICATIONS
Minimum 4-Years/100,000 Miles
Passenger Nonlift Vehicle & Lift Vehicle with Alternate Seating



**Office of Passenger Transportation
Program Administration Section**

Version Date: 10/27/2011

State of Michigan
MODIFIED CONVERSION VAN SPECIFICATIONS
Minimum 4-Years/100,000 Miles
Passenger Nonlift Vehicle & Lift Vehicle with Alternate Seating

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State of Michigan
MODIFIED CONVERSION VAN SPECIFICATIONS
Minimum 4-Years/100,000 Miles
Passenger Nonlift Vehicle & Lift Vehicle with Alternate Seating

I. PURPOSE OF SPECIFICATIONS:

These specifications are setting forth the minimum requirements for a two-axle commercial non-lift vehicle or Paratransit type commercial vehicle equipped with a commercial wheelchair lift. The body shall be mounted on a commercial or recreational vehicle (RV) chassis. The vehicle must be capable of meeting all seating requirements (see Section X. Vehicle Seating Requirements). As a minimum, vehicles must meet all applicable Michigan Motor Carrier Vehicle Codes, all applicable Federal Motor Vehicle Safety Standards (FMVSS) and the Americans with Disabilities Act (ADA).

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

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

Regardless of options and seating plan ordered, the successful bidder shall be responsible for certifying that all vehicles delivered: 1) shall not exceed the GVWR of chassis as bid (determined by engineering calculated loaded vehicle axle weights), and 2) single wheelchair securement area vehicles shall not exceed 21' 11" in length measured bumper to bumper excluding the energy absorbing portion of the bumper (distance of travel allowed for compression of the bumper without body deformation). Manufacturers shall comply with the chassis company's quality vehicle manufacturing program such as Ford's Quality Vehicle Modifier (QVM).

In these specifications any required approvals shall be made by the State. Wherever brand, manufacturer, or product names are used, they are included only for the purpose of establishing a description of minimum quality of the item. This inclusion is not to be construed as advocating or prescribing the use of any particular brand or item or product. For this bid, requests/questions can be submitted, in writing, and be considered as approved equals and exceptions to the

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bid specifications. An addendum/written response will be made for all bidders prior to the bid due date. The State must be able to determine whether the bidder's offered product is or is not equal to the product described in the specifications from information (technical data, test results, and the like) contained in the bid or provided at the pre-bid meeting. All detailed descriptions and specifications provided in the bid must match the product offered for use in the bid.

II. CHASSIS SPECIFICATIONS:

Manufacturers shall comply with the chassis company's quality vehicle manufacturing program such as Ford's Quality Vehicle Modifier (QVM) and ISO9000

A. Chassis

The chassis shall be a mass-produced, rear-wheel, drive van with body-on-frame architecture. Suggested Source: Ford Motor Company E-350 Super Duty Extended Length Wagon.

B. Gross Vehicle Weight Rating (GVWR):

Chassis GVWR: 9,500-lb, minimum

C. Wheelbase:

The vehicle shall have a wheelbase of 138 inches, minimum

D. Vehicle Overall Length (OAL):

The vehicle shall have an OAL of 236 inches, minimum

E. Engine:

The vehicle shall be equipped with a 5.4L, V-8 with 255 horse power, minimum.

F. Transmission:

The vehicle shall be equipped with an automatic transmission, which is the heaviest duty supplied for this chassis.

G. Axle Capacity:

i) Front Axle:

The front axle shall be 4,050-lb, minimum

ii) Rear Axle:

The rear axle shall be 6,084-lb, minimum

H. Tilt Wheel / Power Steering:

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

I. Alignment:

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

J. Alternator:

Vehicle shall be equipped with heaviest duty alternator available.

K. Battery:

The vehicle shall be equipped with two batteries, heaviest duty available.

- i) 12 Volt, 600 CCA, minimum
- ii) Heavy-Duty Auxiliary

L. Brakes:

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

M. Fuel Tank Capacity:

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

N. Hazard Flashers:

The vehicle shall be equipped with OEM hazard flasher switch.

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O. Speed / Cruise Control:

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

P. Shock Absorbers:

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

Q. Suspension:

The chassis shall be equipped with a heavy-duty spring front suspension to match the specified gross axle weight rating.

R. Exhaust:

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

S. Wheels and Tires:

i) Wheels:

The Vehicle shall be equipped with 16" wheels minimum.

ii) Tires & Jack:

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

(2) Spare Tire: Limited service tire and wheel. Manufacturer standard mounting.

(3) Jack: All vehicles shall be furnished with a standard OEM jack.

iii) Wheel Covers:

All vehicles are to be equipped with wheel covers.

T. Windshield Wipers / Horn:

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

(i) Horn: OEM standard

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U. Radiator and Coolant System:

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

V. Fluids:

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

W. Drive Shaft Guard:

The drive shaft shall be OEM and have guards of sufficient strength to prevent the drive shaft from striking the floor of the van or the ground in the event of a tube or universal joint failure. Drive shaft guards (OEM chassis equipment preferred, or installed by the chassis manufacturer) shall be secured properly and be equal in materials and design to drive shaft guarding installed on a school bus chassis.

III. BODY AND EQUIPMENT SPECIFICATIONS:

A. Bumpers:

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

B. Doors and Locks:

i) **Driver and Passenger:**

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

ii) **Passenger Side & Rear Access Doors:**

- (1) The side access (cargo) doors shall provide a minimum of 60" head clearance and shall be at least 43" wide (combined).
- (2) The rear access doors shall provide a minimum of 60" head clearance and shall be at least 46 ½" wide (combined).
- (3) The extended portion of the doors shall be constructed of 11-gauge steel. The extended doorframe shall have vertical members constructed of 16-gauge steel and the horizontal members constructed of 11-gauge steel. All components are to be of welded construction.

- (4) The side access (cargo) and rear doors shall be equipped with power locks.
- (5) The rear access doors shall be equipped with stops to hold the doors open during loading. The stops shall be constructed of a non-corrosive metal material (stainless steel or chrome).

C. Interior Panels:

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

D. Interior Flooring:

i) Sub Flooring:

- (1) The floor deck may be integral with the basic structure or mounted on the structure securely to prevent chafing or horizontal movement. All floor fasteners shall be corrosion resistant steel and shall remain secured and corrosion resistant for the service life of the vehicle. The floor deck shall be 3/4 "A/B plywood of marine grade material, minimum, with sealed edges to prevent moisture intrusion. The floor deck upper surface shall have all cracks and voids filled and the whole surface rough sanded before installing the flooring material. A layer of sealer shall be installed between floor deck edges that butt against structural members and other deck sections to prevent dust and moisture intrusion. Passage holes provided for wiring and hoses in the floor deck shall be thoroughly sealed to prevent dust and moisture intrusion and be sufficiently protected to ensure against wear from friction and the elements. The floor deck, including the sealer, attachments, and coverings, shall be waterproof, non-hygroscopic, resistant to wet and dry rot, resistant to mold growth, and impervious to insects.

ii) Stepwell:

- (1) A partial, filler plate shall be installed on the left-side cargo door stepwell entrance. The stepwell filler plate shall be covered with installed subflooring and floor covering.
- (2) A 1" wide band of reflective yellow tape shall be provided at the top of the access doorway stepwell.

iii) Vehicle Flooring:

- (1) The entire passenger area including the wheelchair securement area and entrance steps area shall be overlaid with smooth, slip resistant flooring material (in lieu of standard rubber flooring). The resilient sheet flooring system (2.7 mm thickness minimum) shall be a high quality vinyl constructed with aluminum oxide , silicon carbide grains and PVC chips blended in a high quality wear layer with a non woven polyester/cellulose backing with glass fiber reinforced center scrim. The flooring shall extend up the sidewall to the seat rail line and shall be coved at the floor/wall joint to form a smooth water tight transition. Installation of flooring must be done strictly according to the flooring manufacturer's directions using the proper accessories, tools, and adhesives. Suggested sources: Altro Transflor™ Meta, Altro Transflor™ Chroma.
- (2) Color of all flooring and step tread shall be equal to Altro Transflor genome (grey) or bison (tan) as requested by the agencies.as requested by the agencies.

E. Gauges:

- i) Chassis (OEM) gauges shall be used in the driver's instrument cluster. Each vehicle shall have an instrument cluster with the following non-glare needle-type gauges which are easily monitored by sight from the driver's position (lights in lieu of gauges are not acceptable).
- ii) Voltmeter and its wiring shall be compatible with generating capacities.
- iii) Engine oil pressure gauge.
- iv) Engine coolant temperature gauge.
- v) Fuel gauge.

F. Donation Box:

A donation box (farebox is optional) shall be mounted on an adequately braced stanchion; shall be located over a flat floor surface near the driver; and shall be accessible to passengers entering the vehicle (meet ADA requirements). The lockable donation box shall be supplied with two keys. (Location shall be approved by the ordering agency.) Suggested source: Main Farebox Model C91M

G. Mud Flaps:

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

H. Running Boards:

A driver and passenger side running board shall be constructed of either stainless or galvanized steel. The running board shall be securely attached to the chassis and have the capacity to support 300 pounds.

I. Undercoating / Rust Proofing:

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

J. Mirrors / Sunvisor:

i) Interior Mirrors:

Interior mirrors shall be OEM

ii) Exterior Mirrors:

The vehicle shall be equipped with the OEM standard mirrors.

iii) Sunvisor:

Windshield sun visor system shall be standard (OEM) chassis visor(s). If the OEM chassis is not equipped with a windshield sun visor, large transit-type, fully adjustable arm-type plexiglass sun visor(s) shall be provided (Suggested source: Manufacture's standard).

K. Seating / Seat Belts / Grab Handles:

i) OEM Seating:

(1) Driver and Front Passenger:

The front driver and passenger seats shall be OEM.

(2) Passenger Seating:

(a) All passenger seats shall be mid-back and are required to meet the following:

(i) All applicable FMVSS testing including FMVSS 210

(ii) Two passenger, forward facing seats shall be a minimum width of 33.5" with a non foam yellow, energy-absorbent, vandal-proof grab handle mounted to the top of each seat back (two per double

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seat). Grab handles are not required on seats that have a back against a wall.

- (iii) Single passenger seats shall be 17 ½" minimum width with a yellow, energy-absorbent, vandal-proof grab handle mounted to the top of the seat back.
- (iv) On vehicle floor plans with double seats, the first double seat shall have an integrated child restraint seat capable of safely carrying children of 20 to 50 pounds.
- (v) Forward facing seats shall have 27" minimum knee to hip room.
- (vi) Seats shall be individually contoured to each passenger for occupant comfort and retention.
- (vii) The seating arrangements and configuration shall be furnished by the State in the document titled Standard Vehicle Floor Plans.
- (viii) All seats shall be supported on the floor with high carbon steel support brackets. Seat frame shall be cold-roll steel tubing. Floor anchorage shall be neat and not interfere with entering and exiting the seat. All seat mounting bolts shall be corrosion resistant coated/plated fasteners. Passenger seating floor rail/track shall not be installed in the wheelchair lift or wheelchair securement areas. The bidders shall provide certification test data that the installation of the seats, seat mountings including floor anchorage and floor fasteners shall meet all applicable FMVSS including FMVSS 207, 208, 209, and 210 for the vehicle model being offered in this bid. (see Section VI. J.).
- (ix) All metal components of the seat assembly shall be coated with a powder coat epoxy paint finish that shall meet the following tests:

Salt Spray	1000 hrs	ASTM D117
Humidity Resistance	1000 hrs	ASTM D2247
Impact Resistance	to 80 in-lbs	ASTM D2794

- (x) All testing is to be performed on standard metal seating materials that have coating thickness of 1.3 to 1.8 mils. Certified test documents are required with bid proposal.
- (xi) Suggested sources: American Seating Horizon™ 8535 Mid-Back Series; C.E. White LE Series; Freedman Feather Weight.

(3) **Seat Material:**

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

(i) Cloth-type Woven Requirements (with flame resistant qualities):

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

(ii) Vinyl:

1. Seat vinyl shall be transportation grade expanded vinyl, 36 ounces per linear yard minimum.
2. Suggested source: Flame Resistant vinyl by CMI D-90 or Omnova.
3. Seat and back cushion shall be molded high resilient (HR) polyurethane foam padding and supported with a spring-type support system. Seat cushion indentation load deflection shall be 35 pounds minimum, with compression to 15 percent maximum, and tensile-strength of 15 minimum. Seat and back cushion shall meet the physical properties of ASTM D-3574 and the flammability requirements of FMVSS 302, minimum. Seat back depth shall not exceed 3 ½" overall. The technical data sheet for the foam supplied shall be included in the bid

proposal with the seat information. Suggested source:
Manufacturer's standard.

(4) Wheelchair Lift-Equipped Vehicles:

Forward facing (double) fold-away with seat belts shall be provided in the wheelchair securement area per seating arrangements (see Section IV, Wheelchair Securement Area). Fold-away seats shall include all dimensional, structural and testing requirements of the standard seat specification. Seat locking/latching devices shall be of high quality and be easy to latch and unlatch. Seats must positively latch in the seated and folded position to prevent inadvertent folding or unfolding of the seat. Any support legs resting on flooring shall be non-marring or rest on metal plates flush mounted with flooring. All fold-away seats shall be able to pass FMVSS 210 without having to fasten additional latches or cables. All fold-away seats shall fold against the wall when wheelchair space is required (no further than 12" from wall in the vertical folded position). Seat may not extend into vehicle more than 37 1/2" (two passenger) and 18 1/2" (1 passenger) when folded down for passenger seating. Aisle space may be reduced to 14@ inches where fold-up seating is placed on each side of the aisle or 15 1/2" where placed opposite a stationary seat. The seat bottom cushion shall be a 5 degree tilt up from level, minimum, and back cushion shall be at 95 degrees, minimum. The seats shall be of the same design as the other passenger seats. All seat backs and all seat bottoms of fold-away seats shall be covered with material matching seat cushion color and fabric. Suggested source: American Seating Horizon™ Mid-Back Series; C.E. White LE Series; Freedman Feather Weight; Braun 325-02LW.

(5) Seat Belts:

- (1) All seats shall be equipped with a 3-point restraint system for each designated seating position. Belts shall have:
 - (a) The latch end of the belt will have an emergency locking retractor. The retractor will be mounted underneath the seat to the seat frame. No lap retractors.
 - (b) A push button latch release mechanism.
- (2) Two universal "Buckle Up" decals approximately 3" by 3" shall be furnished loose with each vehicle. Decals shall indicate that seat belt use is recommended.

(6) Grab Handles:

Grab handles shall be installed on the passenger seats. OEM grab handles are acceptable

L. Lighting:

i) Interior:

- (1) Stepwell lights shall be LED and provide no less than two foot-candles of illumination on the entrance step tread, lift or ramp with the door open. This system shall provide illumination automatically when the door is open and meet ADA requirements. Location shall be determined at pilot.
- (2) Stepwell lights shall be wired to and be automatically activated by a door controlled switch. Lights shall operate any time the ignition key is on and the door is opened.
- (3) Interior lighting shall be LED and provide a minimum of two foot-candles of illumination at a reading level. Interior lighting fixtures shall be reasonably flush with the interior walls and ceiling so no hazard exists for the passengers. All lights shall have lead wire long enough to remove light at least 6" from vehicle for service. All interior lights shall be grounded by an in-harness ground attached in the fuse panel to a common grounding point.
- (4) Light installation shall be designed to illuminate the lift platform when deployed at floor level at no less than two foot-candles of illumination. Outside light(s) shall be LED and provide at least 1 foot-candle of illumination on the street surface within 3 feet of step tread outer edge. This system shall provide illumination automatically when the lift door is open and meet ADA requirements. On-off light switch shall be lift door-actuated.

ii) Exterior:

- (1) Rear center brake light shall be LED and installed above the rear doors.
- (2) Headlights shall be Halogen lamps with daytime running lamps and the standard front park/turn lights may be a part of the OEM headlight assembly.
- (3) Rear lights shall be standard OEM turn, brake, and reverse lights.
- (4) The vehicle shall be equipped with two, round four (4) inch, flashing amber LED lights mounted on the inside of each rear lift door. The lights shall be mounted above the rear door windows and shall be activated when

the lift doors are open and the hazard flashers are activated. Suggested Sources: Dialight, Grote, Maxxima, Optronics, Peterson, Trucklite

M. Radio:

The vehicle shall be equipped with OEM standard AM/FM radio with clock and a minimum of (4) four speakers.

N. Keys:

The vehicle shall be supplied with two (2) sets of keys with coded numbers at the time of delivery.

O. Safety Equipment:

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

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P. HVAC (Heating and Air Conditioning):

i) Heating:

- (1) Front heating unit shall be automotive in-dash type (OEM or equal) and shall be capable of delivering heat, fresh air ventilation, and air conditioning to the driver's area (maximum BTU rating available). The front heater shall have a temperature control valve which can be regulated from the driver's area. The driver's area shall have air circulation in each mode of defrost, heat, fresh air ventilation, and air conditioning.
- (2) A rear heating unit shall be provided; floor mounted and offer 12,900 BTU minimum. This unit shall be installed out of the way of any passenger traffic. The heating unit shall be operated from the driver's area control unit.

ii) Air Conditioning:

(1) Front Air Conditioning:

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

(2) Rear Air Conditioning:

The rear air conditioning and heater system shall be OEM and be operable from the driver's area control unit.

Q. Windows:

Swing-out side doors and fixed, swing-out rear windows – Deep tinted or privacy, all around, movable side door window(s), fixed or movable rear door windows.

R. Painting and Paint Codes:

i) Painting:

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

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- (3) When painting over a manufacturer's standard paint, metal prepping and primer may be omitted, provided an acceptable bond can be achieved

ii) Paint Codes:

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

S. Lift (Platform Type):

i) Type I Lift, (Platform Type)(Shall Meet ADA Requirements)

- (1) All vehicles equipped with lifts must meet FMVSS 403 and 404 requirements. All costs required to meet these requirements shall be included in the bid price.
- (2) The Type I platform lift shall be mounted in the rear of the vehicle. The lift installer must provide documentation that the lift installation complies with the lift manufacturer's lift installation requirements.
- (3) The lift shall be an electro-hydraulic type. If the lift has a crossbar, it shall be above the door opening and well padded. The platform lift equipment shall be a double "C" channel parallel arm construction, hydraulically operated by two single-acting cylinders with gravity unfold, gravity down, power up, and power fold (stow) operation. No part of the lift platform shall exceed 6 inches/second during the lowering and lifting of an occupant, and shall not exceed 12 inches/second during deploying or stowing. The lift shall have a mechanical outboard safety wheel stop (minimum 6" height) to prevent wheelchair from rolling off the platform during the lifting cycle (Suggested sources: Braun, Maxon, Ricon).
- (4) A manual safety override shall be provided that will remain operable. Lift shall have manual override instructions visible from inside and outside the vehicle with door open.
- (5) The entire lift assembly shall be installed inside the vehicle body and shall have adequate protection installed on all sharp corners or items that protrude into the passenger area to prevent accidental injury to passengers. Wall and floor mounting points shall be reinforced and shall be attached with fasteners having a thread locking feature. Lift installation shall insure that no lift rattling exists when the vehicle is operated while the lift is stowed.

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- (6) A lift control interlock system shall be installed that shall ensure that the vehicle cannot be moved when the lift is not stowed and that the lift cannot be deployed unless the interlock is engaged [to meet ADA regulation in 49 CFR Part 38, Subpart B--Buses, Vans and Systems, §38.23, (b)(2)(i)]. The interlock system shall engage when the lift operation sequence is followed. Interlock operating instructions shall be included with the vehicle at delivery. An interlock override system shall be installed that allows service personnel to move the vehicle to a safe area for repairs (Suggested Source: Intelligent Lift Interlock System (ILIS) by Intermotive Products).
- (7) All lift equipped vehicles shall display the international symbol of accessibility, one each on left and right side of the vehicle. Location shall be determined by ordering agency.
- (8) An indicator light (red and labeled) at driver's station that is activated when lift door is open and when the lift is in operation.
- (9) The lift shall meet ADA requirements as well as these minimum requirements.
 - (a) Capacity 800 pounds minimum.
 - (b) Usable platform width 33" minimum.
 - (c) Usable platform length 50" minimum
 - (d) Platform shall automatically stop at floor level.
 - (e) Platform shall automatically stop when lowered to ground level.
 - (f) Hand held controls shall be conveniently located on a flexible, cut resistant cable and shall be mounted with access from inside or outside the van. The cable shall be routed to eliminate being pinched in any moving parts and be wrapped with a flexible exterior protective conduit.
 - (g) Platform, bridge plate, and area between bridge plate and aisle shall be skid resistant.
 - (h) Bridge plate and platform shall be coated to resist rust.
 - (i) Platform shall have horizontal handrails (one each side) on platform to assist passenger during lift operations. Handrails (yellow) shall fold automatically to prevent any obstructions into the van passenger area.

- (j) Lift door operated interrupt switch shall prevent use of lift with lift door(s) closed. Heavy duty long life switches shall be used in this application.
- (k) The outside edges of the platform shall either be painted yellow or use 3M™ vinyl safety stripe tape to enhance visibility when extended on the ground.
- (l) Sharp corners of lift platform shall be padded (remove for lift use) when in the stored position.
- (m) The wheelchair lift shall comply with all Federal, Americans with Disabilities Act (ADA), and Veterans' Administration regulations.
- (n) Lift platform shall be fitted with device to prevent the platform from touching or leaning against door after being returned to stored position when the lift assembly is not in use.

T. Handrails and Stanchions:

- i) The stanchions shall be a minimum of 1 ¼ " outside diameter. All stanchions shall be positioned so as not to interfere with wheelchair movement and shall meet ADA requirements for position and size. All stanchions in the passenger entrance area shall be highly visible yellow in color. Mounting brackets and fittings shall be composed of the same kind of material used for the stanchion.
- ii) Floor-to-ceiling vertical stanchion shall be provided in close proximity to the passenger side entrance (cargo door) in a location approved by the state. Stanchions shall not restrict any passengers' seat adjustments.
- iii) A yellow handrail shall be installed on the right passenger side cargo door.

U. Stabilizer System

The chassis shall be equipped with a suspension stabilizer system to minimize the following; vehicle sway, bouncing after road bumps, motion sickness, affects from cross winds and passing vehicles and propensity to roll. The suspension stabilizer system shall improve handling and driver control, braking, ride quality, payload capacity, tire, brake, shock and suspension life.

V. Electrical:

- i) Wiring: All wiring passing through holes in metal or non-metal wearing surfaces, which could cause wear of the insulation, shall be adequately protected by rubber or plastic grommets, and/or non-metallic conduit. Ends of all wires shall be adequately anchored to prevent loosening.

- ii) Lift equipped vehicles shall have a circuit breaker with a manual reset in the lift feed circuit. The circuit breaker shall be mounted to provide easy accessibility, with the positive power cable leading to the lift power pack.
- iii) 12 Volt auxiliary outlet

W. Equipment Mounting:

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

X. Insulation Package:

Fiberglass insulation shall be included in the walls. A minimum of one and a one-half inch (1 ½") thick blanket fiberglass or other fire resistant material shall be provided to insulate the side walls.

Y. Raised Roof:

The standard roof shall be removed and replaced with a fiberglass roof. The raised roof shall be completely joined and be an integral part of the basis chassis. The new top must be completely sealed with an anti-fungus sealant and over a 69" minimum center aisle height. The roof shall contain a collapse-resistant steel rollover cage consisting of 1" x 1" tubular steel frame. The steel frame must consist of no less than five (5) horizontal stringers and three (3) longitudinal members. The raised roof shall be insulated to prevent heat loss in cold weather, and cool air in hot weather with a 1-1/2" fiberglass blanket. The interior of the roof shall be a smooth-finished one-piece seamless fiberglass liner, not less than 1/16" in thickness. The roof conversion shall meet Federal Motor Vehicle Safety Standard No. 220 (part 571, section 220-1, 41 Federal Register 3874, January 27, 1976). Certification of compliance with requirements of FMVSS 220 of the vehicle roof shall be provided in writing, with the bid documents; prior to delivery vehicles.

IV. WHEELCHAIR SECUREMENT AREA

A The wheelchair securement system shall be installed according to ADA requirements. Securement location shall be installed as shown by the seating plan option. The integrated securement system shall restrain the occupant and the wheelchair separately and securely.

B Wheelchair securement shall meet these minimum requirements:

- (1) Forward facing wheelchair tie down and occupant restraint shall consist of four floor attachment points for the chair and a combination, lap

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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 Q-Straint Q5-6100-FPD). Floor anchorage points for the first securement space shall be spaced at a minimum of 54" from front to rear. Floor anchorage points shall be located no closer than 8" from a stationary wall or obstruction (forward or rearward) that would hinder an operator from attaching the securement system. Anchorage points can be used for the front tie downs, the rear tie downs, and can be shared by the center run of anchorage track. Width of anchorage track shall be no less than 30" wide allowing for the widest of mobility devices.
- (3) Securement wall anchorage point for shoulder restraint shall be stainless steel or other aircraft quality non-corrosive metal. Wall anchorage device shall provide vertical adjustment (approximately 12") for differences in height of the secured mobility aid. Wall anchor shall be permanently fastened to the body structure in the wall according to the belt assembly manufacturer's installation instructions.
- (4) The belt components shall be permanently marked to identify their location as follows: "floor", "lap", or "shoulder". The four belts that attach to the wheelchair from the floor anchorage points shall use a simple speed hook end ("J" or "S" style) for chair attachment and have automatic heavy duty retractors with a hard metal cover and manual knob control. One securement space shall have a fifth retractor to aid in the securement of scooters or difficult mobility devices. All floor attachment belts shall be the same and work in any of the four floor attachment points and be equipped with connector brackets for the lap belt assembly. Automatic self tensioning and self locking retractors with metal covers shall be part of the four floor belt assemblies for automatic belt tensioning. Belt ends with floor anchor attachments shall be easily identified for placement in the floor track.
- (5) All belt components shall meet ADA requirements and random static testing forces equal to:

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

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

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(7) An anchorage single point securement system is optional

(8) Suggested sources: Q'Straint Model Q-8100-A1L, Sure-Lok's Retraktor™ Systems for L track.

C. Restraint Storage System

A wheelchair restraint storage system shall be positioned under the foldaway seats at each wheelchair space. Storage system shall:

- (1) Keep restraints clean
- (2) Provide easy accessibility to restraints
- (3) Restraints shall be stored securely to prevent noise while the vehicle is in motion.

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

V. OPTIONS (ALTERNATE QUOTES):

A. Power Base for Driver's Seat:

Provide a six-way power seat base for standard driver's seat that allows for fore and aft, up and down, front tilt and rear tilt for the driver (Suggested source: Chassis Original Equipment Manufacturer (OEM) Deluxe Power Seat Base).

B. Fairbox:

- i) The farebox (in lieu of the donation box) shall be mounted with the trip handle toward the driver and within easy reach of the driver. The farebox shall be mounted on an adequately braced stanchion; shall be located over a flat floor surface near the driver; and shall be accessible to passengers entering vehicle (meet ADA requirements). An indirect farebox light shall be connected through an entrance door jamb switch to the running light circuit.
- ii) The farebox shall be lockable and supplied with two vaults that are interchangeable and lockable (2 keys for each lock). The vaults shall be keyed alike. The vault and farebox exteriors shall be marked with key reference. (Location shall be approved by the ordering agency.) Suggested source: Main Farebox Model M-4.

C. Fairbox Electrical Prep Only:

Electrical connections and wiring only (no donation / farebox) along with support stanchion shall be supplied to the area where the standard farebox would be mounted (location shall be approved by ordering agency).

D. Heated Remote Mirrors:

The vehicle shall be equipped with heated, remote controlled mirrors. Suggested Source: Velvac, Rosco

E. Paint (Optional Design):

- i) The vehicle shall have an 11" belt painted stripe (no decals). An example would be: an OEM white vehicle with an 11" belt stripe.
- ii) The vehicle shall be painted a full body color, including the roof, other than OEM white. An example would be: a vehicle painted all red.

F. Folding Platform Lift (Meet ADA Requirements):

The folding platform lift (in lieu of standard platform lift) shall meet all of the lift requirements stated in Lift Section except that the lift shall have a platform that folds in the center during stowage and the lift platform is 32" usable width. The folding platform lift provides an unobstructed view from inside the vehicle through the lift opening. Braun Vista, Ricon KlearVue model K-5005 ADA.

G. Two-Way Radio Antenna / Power:

- i) All material and labor required for a pre-installation package for two-way radio equipment shall be furnished by the manufacturer. All equipment and accessories installed as part of the vehicle shall have no measurable radio frequency (RF) interference. All equipment installed on the vehicle must operate in its normal mode while radio transmissions are being made from an on board transmitter producing 100 watts or more of transmit power while operating in the range of 43 Megahertz (Mhz) to 900 Mhz. Proper RF suppression to eliminate interference shall be provided by the manufacturer in any equipment and accessories that can produce interference. The vehicle frame and body shall be designed to provide no measurable radio interference (shielding) for improved radio emissions and reception performance.
- ii) 12-volt power for the two-way radio - The positive lead (red 8 ga wire fused at 40 amperes) for the radio connection shall be provided directly from the battery positive post. The ground lead (black, 8 ga) shall be connected directly to the chassis frame with a bolt and nut for fastening. Proper suppression equipment shall be incorporated in the vehicle's electrical system to eliminate interference with radio and television transmission and reception

shall not cause interference with any electronic system on the vehicle. The radio power and ground leads shall terminate directly behind the driver's seat with 12 feet of extra length extending into the vehicle interior.

- iii) A split loom or other flexible wire race-way (1" minimum) shall be installed from the radio location to the dash mounted microphone control location.
- iv) ~~Location~~ of antenna mounting shall be determined by ordering agency.

H. Single Point Wheelchair Securement System:

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

I. Seating – Additional:

- i) Ordering agencies shall have the ability to add or deduct seats from the provided floor plans.
- ii) All additional seats shall be of the same design and color as the other passenger seats, shall be equipped with passenger seat belts, and shall meet requirements stated in Section III, subsection K.

VI. VENDOR/MANUFACTURER REQUIREMENTS:

A. Vehicle Information Furnished:

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

1. Copy of manufacturer's statement of origin for a vehicle.

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

B. Manufacturer Quality Control:

Vehicle contractor/manufacturer shall provide a plan for quality control during vehicle construction and include the plan as part of the bid

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documents (ISO 9001:2000 Certification). Vehicle contractor/manufacture shall also provide the name of the chief of quality control for vehicle construction.

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

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

trained inspectors shall be used to ensure that all materials, components, and assemblies are inspected for conformance with the qualified design.

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

C. Purchaser Inspection:

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

D. Warranty:

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

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

VII. BID DOCUMENTS:

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

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

VIII. TABLE 1:

54254

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1. Materials tested for surface flammability should not exhibit any flaming running, or flaming dripping.

2. The surface flammability and smoke emission characteristics of seat cushion materials should be demonstrated to be permanent after testing according to ASTM D-3574 Dynamic Fatigue Tests I_2 (Procedure B).

3. The surface flammability and smoke emission characteristics of a material should be demonstrated to be permanent by washing, if appropriate, according to FED-STD-191A Textile Test Method 5830.

4. The surface flammability and smoke emission characteristics of a material should be demonstrated to be permanent by dry cleaning, if appropriate, according to ASTM D-2724. Materials that cannot be washed or dry-cleaned should be so labeled, and should meet the applicable performance criteria after being cleaned as recommended by the manufacturer.

5. ASTM E-662 maximum test limits for smoke emission (specific optical density) should be measured in either the flaming or non-flaming mode, depending on which mode generates more smoke.

6. Flooring and Fire Wall assemblies should meet the performance criteria during a nominal test period determined by the transit property. The nominal test period should be twice the maximum expected period of time, under normal circumstances, for a vehicle to come to a complete, safe stop from maximum speed, plus the time necessary to evacuate all passengers from a vehicle to a safe area. The nominal test period should not be less than 15 minutes. Only one specimen need be tested. A proportional reduction may be made in dimensions of the specimen provided that it represents a true test of its ability to perform as a barrier against vehicle fires. Penetrations (ducts, piping, etc.) should be designed against acting as conduits for fire and smoke.

7. Carpeting should be tested in accordance with ASTM E-848 with its padding, if the padding is used in actual installation.

8. Arm rests, if foamed plastic, are tested as cushions.

9. Testing is performed without upholstery.

Definition of Terms

1. Flame spread index (I_s) as defined in ASTM E-102 is a factor derived from the rate of progress of the flame front (F) and the rate of heat liberation by the material under test (Q), such that $I_s = F \times Q$.

2. Specific optical density (D_s) is the optical density measured over unit path length within a chamber of unit volume produced from a specimen of unit surface area, that is irradiated by a heat flux of 2.5 watts/cm² for a specified period of time.

3. Surface flammability denotes the rate at which flames will travel along surfaces.

4. Flaming running denotes continuous flaming material leaving the site of the burning material at its installed location.

5. Flaming dripping denotes periodic dripping of flaming material from the site of burning material at its installed location.

Referenced Fire Standards

The source of test procedures listed in Table 1 is as follows:

(1) Leaching Resistance of Cloth; FED-STD-191A-Textile Test Method 5830.

Availability from: General Services Administration Specifications Division,

Building 197, Washington, Navy Yard, Washington, DC 20407.

(2) Federal Aviation Administration Vertical Burn Test, FAR-25-853.

Available from: Superintendent of Documents, US Government Printing Office, Washington, DC 20402.

(3) American Society for Testing Materials (ASTM)

(a) Surface Flammability of Materials Using a Radiant Heat Energy Source, ASTM E-162;

(b) Surface Flammability for Flexible Cellular Materials Using a Radiant Heat Energy Source, ASTM D-3675;

(c) Fire Tests of Building Construction and Materials, ASTM E-119;

(d) Specific Optical Density of Smoke Generated by Solid Materials, ASTM E-662;

(e) Bonded and Laminated Apparel Fabrics, ASTM D-2724;

(f) Flexible Cellular Materials—Slab, Bonded, and Molded Urethane Foams, ASTM D-3574.

Available from: American Society for Testing and Materials, 1916 Race Street, Philadelphia, PA 19103.

In all instances, the most recent issue of the document or the revision in effect at the time of request should be employed in the evaluation of the material specified herein.

Issued: October 14, 1993.

Grace Crumican,

Deputy Administrator,

IFR Doc. 93-25709 Filed 10-19-93; 5:45 am]

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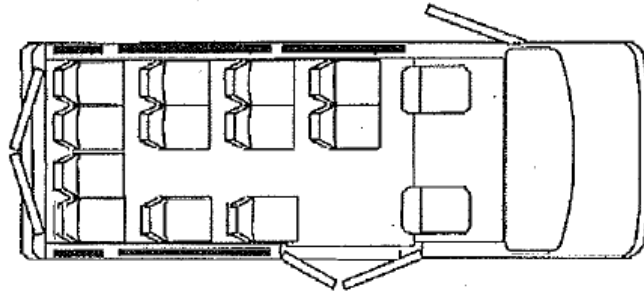
IX. TABLE 1

TABLE 1: RECOMMENDATIONS FOR TESTING THE FLAMMABILITY AND SMOKE EMISSION CHARACTERISTICS OF TRANSIT BUS AND VAN MATERIALS

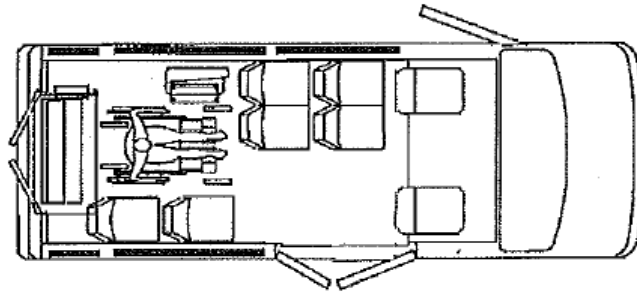
Category	Function of Material	Test Procedure	Performance Criteria
Seating	Cushion ^{1,2,3,5,9*}	ASTM D-3675	$I_t \leq 25$
		ASTM E-662	$D_s (1.5) \leq 100; D_s (4.0) \leq 200$
	Frame ^{1,5,8}	ASTM E-162	$I_t \leq 35$
		ASTM E-662	$D_s (1.5) \leq 100; D_s (4.0) \leq 200$
	Shroud ^{1,5}	ASTM E-162	$I_t \leq 35$
		ASTM E-662	$D_s (1.5) \leq 100; D_s (4.0) \leq 200$
	Upholstery ^{1,3,4,5}	PAR 25.853 (Vertical)	Flame time ≤ 10 seconds; burn length ≤ 6 inches
		ASTM E-662	$D_s (4.0) \leq 250$ coated; $D_s (4.0) \leq 100$ uncoated
Panels	Wall ^{1,5}	ASTM E-162	$I_t \leq 35$
		ASTM E-662	$D_s (1.5) \leq 100; D_s (4.0) \leq 200$
	Ceiling ^{1,5}	ASTM E-162	$I_t \leq 35$
		ASTM E-662	$D_s (1.5) \leq 100; D_s (4.0) \leq 200$
	Partition ^{1,5}	ASTM E-162	$I_t \leq 35$
		ASTM E-662	$D_s (1.5) \leq 100; D_s (4.0) \leq 200$
	Windscreen ^{1,5}	ASTM E-162	$I_t \leq 35$
		ASTM E-662	$D_s (1.5) \leq 100; D_s (4.0) \leq 200$
	HVAC Ducting ^{1,5}	ASTM E-162	$I_t \leq 35$
		ASTM E-662	$D_s (4.0) \leq 100$
	Light Diffuser ⁵	ASTM E-162	$I_t \leq 100$
		ASTM E-662	$D_s (1.5) \leq 100; D_s (4.0) \leq 200$
Flooring	Wheel Well and Structural ⁶	ASTM E-119	Pass
	Carpeting ⁷	ASTM E-648	C.R.F. ≥ 0.5 w/cm ²
Insulation	Thermal ^{1,3,5}	ASTM E-162	$I_t \leq 25$
		ASTM E-662	$D_s (4.0) \leq 100$
	Acoustic ^{1,3,5}	ASTM E-162	$I_t \leq 25$
		ASTM E-662	$D_s (4.0) \leq 100$
Miscellaneous	Firewall ⁶	ASTM E-119	Pass
	Exterior Shell ^{1,5}	ASTM E-162	$I_t \leq 35$
		ASTM E-662	$D_s (1.5) \leq 100; D_s (4.0) \leq 200$

* Refers to Notes on Table 1

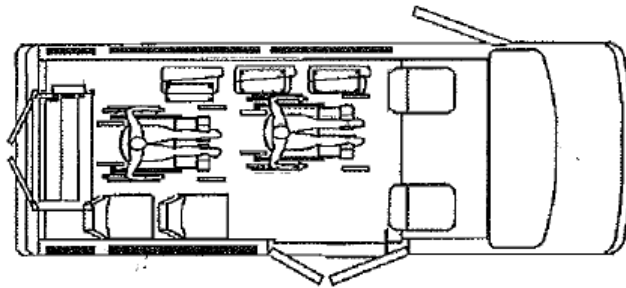
Standard Vehicle Floor Plans



A. *12 passengers without lift.



B. *Six (6) passengers, one (1) double foldaway, one (1) wheelchair space with rear passive lift.



C. *Two (2) passengers, three (3) double foldaways, two (2) wheelchair spaces with rear passive lift.

* Passenger seat counts do not include OEM driver and side passenger seats.

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

July 19, 2011

CHANGE NOTICE NO.1
TO
CONTRACT NO. 071B1300303
between
THE STATE OF MICHIGAN
and

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

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

NATURE OF CHANGE(S):

Effective July 15, 2011, Specification Section III, Subsection K (i) (3) (a) "seat material" "seat color shall be a tan background or grey background approved by the State" is hereby CHANGED to read "seat color background shall be approved by the State".

Effective July 15, 2011, Contract amount is hereby CHANGED to \$5,365,485.00 per Ad Board authorization dated 5/3/11.

AUTHORITY/REASON(S):

Per request from MDOT (PRF iTRAC C20110629-163131 dated 6/29/11) and Vendor agreement.

TOTAL CORRECTED ESTIMATED CONTRACT VALUE: \$5,365,485.00

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

June 16, 2011

NOTICE
OF
CONTRACT NO. 071B1300303
between
THE STATE OF MICHIGAN
and

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MINIMUM DELIVERY REQUIREMENTS One Vehicle		
MISCELLANEOUS INFORMATION:		

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

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

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

CONTRACT NO. 071B1300303
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THE STATE OF MICHIGAN
and

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ALTERNATE PAYMENT OPTIONS: <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other		
MINIMUM DELIVERY REQUIREMENTS One Vehicle		
MISCELLANEOUS INFORMATION: THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT THROUGH THE MiDEAL PROGRAM; NASPO MEMBER STATES, THEIR POLITICAL SUB-DIVISIONS AND TRANSIT AGENCIES. The terms and conditions of this Contract are those of ITB #07111300041, this Contract Agreement and the vendor's quote dated January 4, 2011. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence. Estimated Contract Value: \$3,374,300.00		

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

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

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



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Appendix H – Transit Authorities

Appendix I – Salt Tests

Appendix J - ELPS



DEFINITIONS

“Days” means calendar days unless otherwise specified.

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

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

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

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

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

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

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

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

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

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

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

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

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

“Incident” means any interruption in Services.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Article 1 – Statement of Work (SOW)

1.010 Project Identification

1.011 Project Request

This Contract is for the Michigan Department of Transportation, Bureau of Passenger Transportation for a **Modified Full Conversion Van With and Without Lift** with various floor plans.

1.012 Background

This Contract is for the purchase of **Modified Full Conversion Van With and Without Lift** by Authorized Local Units of Government, local Public Transit Agencies, and NASPO member states, their political sub-divisions and transit agencies to be used in the provision of public transportation services.

1.020 Scope of Work and Deliverables

1.21 In Scope

This Contract is for a **Modified Full Conversion Van With and Without Lift** with various floor plans. Minimum quantities shall be one (1) vehicle up to a maximum of 150 vehicles. The successful Contractor will be required to furnish all such materials and services as may be ordered during the Contract period. Quantities specified, are estimates based on prior purchases, and the State is not obligated to purchase in these quantities. Orders for delivery will be issued directly to the Contractor by various authorized Local Units of Government, local Public Transit Agencies and NASPO member states.

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

1.030 Roles and Responsibilities

1.031 Contractor Staff, Roles, and Responsibilities

CUSTOMER SERVICE/ORDERING

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

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

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

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

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



1.040 Project Plan

1.041 Project Plan Management

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

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

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

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

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

1.042 Reports

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

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

1.050 Acceptance

1.051 Criteria

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

PRODUCTION SCHEDULE

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

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



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

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

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

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

VEHICLE OPERATING INSTRUCTIONS

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

PRE-DELIVERY SERVICE AND CONDITIONS

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

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

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

1.052 Final Acceptance

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

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

1.060 Pricing

1.061 Pricing

See appendix B for pricing for this Contract.

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



State Administrative Fee

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

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

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

QUARTERLY CHECKS:

Contractor must forward the check to the following address:

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

Please make check payable to: State of Michigan

QUARTERLY REPORTS

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

E-mail Reports to: mideal@michigan.gov

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

1.062 Price Term

Agency to choose one of the following:

(X) Firm Fixed Price

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

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



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

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

1.063 Title Fees

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

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

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

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

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

1.064 Tax Excluded from Price

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

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

1.070 Commodity Requirements and Terms

Product Quality

1.0701 Specifications

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

1.0702 Alternate Bids- Deleted- Not Applicable

1.0703 Research and Development

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

1.0704 Quality Assurance Program

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

**1.0705 Warranty for Products or Services**

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

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

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

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

1.0706 Training

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

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

1.0707 Special Programs

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

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

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

**1.0710 Minimum Order**

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

1.0711 Packaging – Deleted – Not Applicable**1.0712 Palletizing- Deleted, Not Applicable****1.0713 Delivery Term**

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

DRIVER DELIVERY

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

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

1.0714 Affidavit for Driver Delivery

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

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

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

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

Signed

Date

Title

Contractor

(This signature on this statement applies to this statement only, the RFP form must be signed to be considered for award.)



1.0715 Contract Performance

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

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

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

Termination: _____
Reason: _____

1.0716 Place of Performance

Place of Performance Full address	Owner/Operator of facility to be used	Percent (%) of Contract value to be Performed at listed Location
Mobility Transportation Services	Mobility Transportation Services Owners – Geri and Dave Brown	40% (chassis is made in Ohio)
42000 Koppernick, Suite A3 Canton, MI 48187		

1.0717 Environmental Requirements

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

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

I. Recycled Content and Recyclability

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

- is made from recycled content which meets or exceeds all federal and state recycled content guidelines (currently 35% post-consumer for all corrugated cardboard)
- minimizes or eliminates the use of polystyrene or other difficult to recycle materials
- minimizes or eliminates the use packaging and containers and, in the alternative, minimizes or eliminates the use of non-recyclable packaging and containers



- d. provides for a return program where packaging can be returned to a specific location for recycling
- e. contains materials which are easily recyclable in Michigan.

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

_____ % (Total estimated percentage of recovered material)

_____ % (Estimated percentage of post-consumer material)

_____ % (Estimated percentage of post-industrial waste)

Certification

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

_____ (Initial)

II. Materials Identification and Tracking

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

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

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

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

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



dental amalgam, bidders shall offer the lowest mercury content available for a given application. Bidders shall disclose whenever products contain added-mercury by using the following format.

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

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

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

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

() Product does not contain BFR's

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

D. Ozone Depleting Substances

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

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

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

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

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

A. Clean Air and Water

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

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

_____ (Initial)

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

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



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

_____ (Initial)

1.0718 SubContractors

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

Description of Work to be sub-Contracted	Percent (%) of total Contract value to be sub-Contracted	Sub-Contractor's name and principal place of Business (City and State)
No Subcontractors		

1.0719 Reports and Meetings

[Any Mandatory Reports or Meetings should be included in the Statement of Work]

(a) Reports.

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

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

(b) Meetings.

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

1.080 Additional Requirements

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



Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term

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

2.002 Renewal(s)

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

2.003 Legal Effect

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

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

2.004 Attachments & Exhibits

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

2.005 Ordering

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

2.006 Order of Precedence

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

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

2.007 Headings

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

**2.008 Form, Function & Utility**

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

2.009 Reformation and Severability

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

2.010 Consents and Approvals

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

2.011 No Waiver of Default

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

2.012 Survival

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

2.020 Contract Administration**2.021 Issuing Office**

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

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

2.022 Contract Compliance Inspector (CCI)

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



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

2.023 Project Manager

The following individual will oversee the project:

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

2.024 Change Requests

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

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

Change Requests:

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

2.025 Notices

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



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

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

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

2.026 Binding Commitments

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

2.027 Relationship of the Parties

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

2.028 Covenant of Good Faith

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

2.029 Assignments

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

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

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



2.030 General Provisions

2.031 Media Releases

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

2.032 Contract Distribution

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

2.033 Permits

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

2.034 Website Incorporation

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

2.035 Future Bidding Preclusion

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

2.036 Freedom of Information

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

2.037 Disaster Recovery

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

2.040 Financial Provisions

2.041 Fixed Prices for Services/Deliverables

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

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

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

2.043 Services/Deliverables Covered

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

2.044 Invoicing and Payment – In General

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

2.045 Pro-ration

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

2.046 Antitrust Assignment

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

2.047 Final Payment

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

2.048 Electronic Payment Requirement

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

2.050 Taxes**2.051 Employment Taxes**

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

2.052 Sales and Use Taxes

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



2.060 Contract Management

2.061 Contractor Personnel Qualifications

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

2.062 Contractor Key Personnel

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

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

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

2.064 Contractor Personnel Location

All staff assigned by Contractor to work on the Contract will perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel will, at



a minimum, spend at least the amount of time on-site at State, local units of government, local public transit agencies, and NASPO member states' facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.065 Contractor Identification

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

2.066 Cooperation with Third Parties

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

2.067 Contract Management Responsibilities

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

2.068 Contractor Return of State Equipment/Resources

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

2.070 SubContracting by Contractor

2.071 Contractor full Responsibility

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

2.072 State Consent to delegation

Contractor shall not delegate any duties under this Contract to a SubContractor unless the Department of Management and Budget, Purchasing Operations has given written consent to such delegation. The State shall have the right of prior written approval of all SubContractors and to require Contractor to replace any SubContractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement SubContractor(s) for the removed SubContractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed SubContractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed SubContractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work will not be counted in time agreed upon by the parties.

**2.073 SubContractor bound to Contract**

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

2.074 Flow Down

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

2.075 Competitive Selection

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

2.080 State Responsibilities**2.081 Equipment**

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

2.082 Facilities

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

2.090 Security**2.091 Background Checks**

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.



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

2.092 Security Breach Notification

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

2.093 PCI Data Security Requirements- Deleted, Not Applicable

2.100 Confidentiality

2.101 Confidentiality

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

2.102 Protection and Destruction of Confidential Information

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

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



2.103 Exclusions

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

2.104 No Implied Rights

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

2.105 Respective Obligations

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

2.110 Records and Inspections

2.111 Inspection of Work Performed

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

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

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

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



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

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

NOTE: Contractor Responsible for Travel Expenses

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

http://michigan.gov/documents/dmb/ttrateJan2010_305522_7.pdf

2.112 Examination of Records

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

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

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

2.113 Retention of Records

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

2.114 Audit Resolution

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

**2.115 Errors**

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

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

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.
- (b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.
- (c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under this Contract, nor their use by the State, will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.
- (d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in this Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
- (e) The Contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.
- (f) It is qualified and registered to transact business in all locations where required.
- (g) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any Contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.
- (h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.
- (i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.



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

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

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

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

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

2.122 Warranty of Merchantability

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

2.123 Warranty of Fitness for a Particular Purpose

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

2.124 Warranty of Title

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

2.125 Equipment Warranty

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

- A. Principle Period of Maintenance (PPM) will be the same hours as the State's normal working hours (currently Monday through Friday, 8:00 A.M. to 4:00 P.M., excluding a one (1) hour lunch period, excepting State observed holidays).



- B. The PPM hours may be changed upon thirty (30) days written notice by mutual agreement, except the Contractor shall make every reasonable effort to change his/her schedule in a shorter period of time.

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

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

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

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

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

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

2.126 Equipment to be New

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

2.127 Equipment Installation

Non-Factory Installed Equipment

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

Optional Equipment and Accessories

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



2.128 Prohibited Products

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

2.129 Consequences For Breach

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

2.130 Insurance

2.131 Liability Insurance

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

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

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

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

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

See www.michigan.gov/dleg.

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

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

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

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



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

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

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

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

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

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

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

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

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

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

2.132 SubContractor Insurance Coverage

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



2.133 Certificates of Insurance and Other Requirements

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

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

2.140 Indemnification

2.141 General Indemnification

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

2.142 Code Indemnification

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

2.143 Employee Indemnification

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its subContractors, the indemnification obligation under the Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subContractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

**2.144 Patent/Copyright Infringement Indemnification**

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

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

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

2.145 Continuation of Indemnification Obligations

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

2.146 Indemnification Procedures

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

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

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent



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

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

2.150 Termination/Cancellation

2.151 Notice and Right to Cure

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

2.152 Termination for Cause

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

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

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

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

**2.153 Termination for Convenience**

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

2.154 Termination for Non-Appropriation

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

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

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

2.155 Termination for Criminal Conviction

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

2.156 Termination for Approvals Rescinded

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

2.157 Rights and Obligations upon Termination

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



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

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

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

2.158 Reservation of Rights

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

2.160 Termination by Contractor

2.161 Termination by Contractor- Deleted – Not Applicable

2.170 Transition Responsibilities

2.171 Contractor Transition Responsibilities

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

2.172 Contractor Personnel Transition

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



2.173 Contractor Information Transition

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

2.174 Contractor Software Transition

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

2.175 Transition Payments

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

2.176 State Transition Responsibilities

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

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

2.180 Stop Work

2.181 Stop Work Orders

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

2.182 Cancellation or Expiration of Stop Work Order

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



2.183 Allowance of Contractor Costs

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

2.190 Dispute Resolution

2.191 In General

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

2.192 Informal Dispute Resolution

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

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

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

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

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

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

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

2.193 Injunctive Relief

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

**2.194 Continued Performance**

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

2.200 Federal and State Contract Requirements**2.201 Nondiscrimination**

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

2.202 Unfair Labor Practices

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

2.203 Workplace Safety and Discriminatory Harassment

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

2.210 Governing Law**2.211 Governing Law**

The Contract must in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.212 Compliance with Laws

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

2.213 Jurisdiction

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.



2.214 Applicable Statutes

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

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

2.220 Limitation of Liability

2.221 Limitation of Liability

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

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

2.230 Disclosure Responsibilities



2.231 Disclosure of Litigation

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

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

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

- (a) Contractor and its SubContractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
- (b) Contractor and its SubContractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.

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

- (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DTMB Purch-Ops.
- (2) Contractor must also notify DTMB Purch-Ops within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
- (3) Contractor must also notify DTMB Purch-Ops within 30 days whenever changes to company affiliations occur.

2.232 Call Center Disclosure- Deleted, Not Applicable

2.233 Bankruptcy

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

- (a) the Contractor files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.

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



2.240 Performance

2.241 Time of Performance

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

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

2.243 Liquidated Damages

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



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

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

2.244 Excusable Failure

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

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

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

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



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

2.250 Approval of Deliverables

2.251 Delivery Responsibilities

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

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

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

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

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

2.252 Delivery of Deliverables

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

2.253 Testing

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



(b) If a Deliverable includes installation at a local unit of government, local public transit agency, State Location, or NASPO member states then Contractor must (1) perform any applicable testing, (2) correct all material deficiencies discovered during the quality assurance activities and testing, and (3) inform the State that the Deliverable is in a suitable state of readiness for the State's review and approval. To the extent that testing occurs at local unit of government, local public transit agency, State and NASPO member state locations, the Michigan Department of Transportation, Bureau of Passenger Transportation; authorized local units of government; local public transit agencies and NASPO member states are entitled to observe or otherwise participate in testing.

2.254 Approval of Deliverables, In General

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

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

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

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

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

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

**2.255 Process For Approval of Written Deliverables**

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Deliverable (and if the Statement of Work does not state the State Review Period, it is by default five business Days for Written Deliverables of 100 pages or less and 10 business Days for Written Deliverables of more than 100 pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable before its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected before approval of the Deliverable (or at the State's election, after approval of the Deliverable). If the State notifies the Contractor about deficiencies, the Contractor will correct the described deficiencies and within 30 business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

2.256 Process for Approval of Services

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

2.257 Process for Approval of Physical Deliverables

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

2.258 Final Acceptance

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

2.260 Ownership- Deleted, Not Applicable**2.270 State Standards**

**2.271 Existing Technology Standards**

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

2.272 Acceptable Use Policy

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see <http://www.michigan.gov/ditservice>. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

2.273 Systems Changes

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

2.280 Extended Purchasing**2.281 MiDEAL**

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

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

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

Please Visit Mi DEAL at www.michigan.gov/buymichiganfirst under MiDeal.

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

2.282 State Employee Purchases- Deleted, Not Applicable**2.290 Environmental Provision****2.291 Environmental Provision**

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

Environmental Purchasing Policy – The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by



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

Hazardous Materials:

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

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

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

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

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

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



Refrigeration and Air Conditioning:

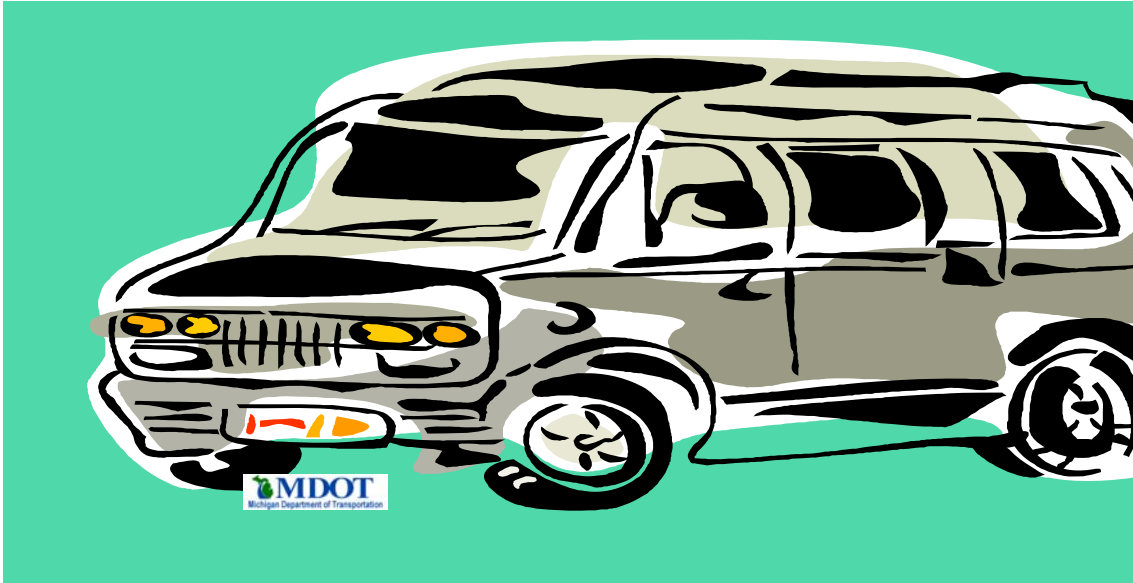
The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this Contract.

Environmental Performance:

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



**APPENDIX A
STATE OF MICHIGAN
PUBLIC TRANSPORTATION**



MODIFIED CONVERSION VAN SPECIFICATIONS
Minimum 4-Years/100,000 Miles
Passenger Nonlift Vehicle & Lift Vehicle with Alternate Seating

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

State of Michigan
MODIFIED CONVERSION VAN SPECIFICATIONS
Minimum 4-Years/100,000 Miles
Passenger Nonlift Vehicle & Lift Vehicle with Alternate Seating





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State of Michigan
MODIFIED CONVERSION VAN SPECIFICATIONS
Minimum 4-Years/100,000 Miles
Passenger Nonlift Vehicle & Lift Vehicle with Alternate Seating

I. PURPOSE OF SPECIFICATIONS:

These specifications are setting forth the minimum requirements for a two-axle commercial non-lift vehicle or Paratransit type commercial vehicle equipped with a commercial wheelchair lift. The body shall be mounted on a commercial or recreational vehicle (RV) chassis. The vehicle must be capable of meeting all seating requirements ([see Section X. Vehicle Seating Requirements](#)). As a minimum, vehicles must meet all applicable Michigan Motor Carrier Vehicle Codes, all applicable Federal Motor Vehicle Safety Standards (FMVSS) and the Americans with Disabilities Act (ADA).

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

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

Regardless of options and seating plan ordered, the successful bidder shall be responsible for certifying that all vehicles delivered: 1) shall not exceed the GVWR of chassis as bid (determined by engineering calculated loaded vehicle axle weights), and 2) single wheelchair securement area vehicles shall not exceed 21' 11" in length measured bumper to bumper excluding the energy absorbing portion of the bumper (distance of travel allowed for compression of the bumper without body deformation). Manufacturers shall comply with the chassis company's quality vehicle manufacturing program such as Ford's Quality Vehicle Modifier (QVM).

In these specifications any required approvals shall be made by the State. Wherever brand, manufacturer, or product names are used, they are included only for the purpose of establishing a description of minimum quality of the item. This inclusion is not to be construed as advocating or prescribing the use of any particular brand or item or product. For this bid, requests/questions can be submitted, in writing, and be considered as approved equals and exceptions to the bid specifications. An addendum/written response will be made for all bidders prior to the bid due date. The State must be able to determine whether the bidder's offered product is or is not equal to the product described in the specifications from information (technical data, test results, and the like) contained in the bid or provided at the pre-bid meeting. All detailed descriptions and specifications provided in the bid must match the product offered for use in the bid.

II. CHASSIS SPECIFICATIONS:

Manufacturers shall comply with the chassis company's quality vehicle manufacturing program such as Ford's Quality Vehicle Modifier (QVM) and ISO9000

A. Chassis

The chassis shall be a mass-produced, rear-wheel, drive van with body-on-frame architecture.
 Suggested Source: Ford Motor Company E-350 Super Duty Extended Length Wagon.

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

Chassis GVWR: 9,500-lb, minimum

C. Wheelbase:

The vehicle shall have a wheelbase of 138 inches, minimum

D. Vehicle Overall Length (OAL):

The vehicle shall have an OAL of 236 inches, minimum

E. Engine:

The vehicle shall be equipped with a 5.4L, V-8 with 255 horse power, minimum.

F. Transmission:

The vehicle shall be equipped with an automatic transmission, which is the heaviest duty supplied for this chassis.

G. Axle Capacity:**i) Front Axle:**

The front axle shall be 5,000-lb, minimum

ii) Rear Axle:

The rear axle shall be 6,300-lb, minimum

H. Tilt Wheel / Power Steering:

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

I. Alignment:

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

J. Alternator:

Vehicle shall be equipped with heaviest duty alternator available.

K. Battery:

The vehicle shall be equipped with two batteries, heaviest duty available.

i) 12 Volt, 600 CCA, minimum**ii) Heavy-Duty Auxiliary****L. Brakes:**

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

M. Fuel Tank Capacity:

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

N. Hazard Flashers:

The vehicle shall be equipped with OEM hazard flasher switch.



O. Speed / Cruise Control:

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

P. Shock Absorbers:

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

Q. Suspension:

The chassis shall be equipped with a heavy-duty spring front suspension to match the specified gross axle weight rating.

R. Exhaust:

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

S. Wheels and Tires:

i) Wheels:

The Vehicle shall be equipped with 16" wheels minimum.

ii) Tires & Jack:

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

(2) Spare Tire: Limited service tire and wheel. Manufacturer standard mounting.

(3) Jack: All vehicles shall be furnished with a standard OEM jack.

iii) Wheel Covers:

All vehicles are to be equipped with wheel covers.

T. Windshield Wipers / Horn:

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

(i) Wiper/washer-rear glass

(ii) Horn: OEM standard

U. Radiator and Coolant System:

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

V. Fluids:

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

W. Drive Shaft Guard:

The drive shaft shall be OEM and have guards of sufficient strength to prevent the drive shaft from striking the floor of the van or the ground in the event of a tube or universal joint failure. Drive shaft guards (OEM chassis equipment preferred, or installed by the chassis manufacturer) shall be secured properly and be equal in materials and design to drive shaft guarding installed on a school bus chassis.



III. BODY AND EQUIPMENT SPECIFICATIONS:

A. Bumpers:

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

B. Doors and Locks:

Driver and Passenger:

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

i) Passenger Side & Rear Access Doors:

- (1) The side access (cargo) doors shall provide a minimum of 60" head clearance and shall be at least 43" wide (combined).
- (2) The rear access doors shall provide a minimum of 60" head clearance and shall be at least 46 ½" wide (combined).
- (3) The extended portion of the doors shall be constructed of 11-gauge steel. The extended doorframe shall have vertical members constructed of 16-gauge steel and the horizontal members constructed of 11-gauge steel. All components are to be of welded construction.

C. Interior Panels:

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

D. Interior Flooring:

i) Sub Flooring:

- (1) The floor deck may be integral with the basic structure or mounted on the structure securely to prevent chafing or horizontal movement. All floor fasteners shall be corrosion resistant steel and shall remain secured and corrosion resistant for the service life of the vehicle. The floor deck shall be 3/4 "A/B plywood of marine grade material, minimum, with sealed edges to prevent moisture intrusion. The floor deck upper surface shall have all cracks and voids filled and the whole surface rough sanded before installing the flooring material. A layer of sealer shall be installed between floor deck edges that butt against structural members and other deck sections to prevent dust and moisture intrusion. Passage holes provided for wiring and hoses in the floor deck shall be thoroughly sealed to prevent dust and moisture intrusion and be sufficiently protected to ensure against wear from friction and the elements. The floor deck, including the sealer, attachments, and coverings, shall be waterproof, non-hygroscopic, resistant to wet and dry rot, resistant to mold growth, and impervious to insects.

ii) Vehicle Flooring:

- (1) The 1/8" thickness flooring shall be ribbed, slip and oil resistant. Flooring adhesive shall be oil resistant. Suggested Sources: RCA Rubber Transit-Flor[®], Rubber Solutions N.A., SMI SpecFlor.
- (2) The step tread shall have a band of bright yellow contrasting color molded in the full width of the step (must meet ADA contrast requirement). Step tread joints shall be sealed to prevent intrusion of moisture and debris. Suggested Sources: RCA Rubber Transit-Flor[®], Rubber Solutions N.A., SMI SpecFlor
- (3) Color of all flooring shall be equal to RCA Rubber Transit-Flor[®] grey (#766) or tan (#777) as requested by the agencies.



E. Gauges:

- i) Chassis (OEM) gauges shall be used in the driver's instrument cluster. Each vehicle shall have an instrument cluster with the following non-glare needle-type gauges which are easily monitored by sight from the driver's position (lights in lieu of gauges are not acceptable).
- ii) Voltmeter and its wiring shall be compatible with generating capacities.
- iii) Engine oil pressure gauge.
- iv) Engine coolant temperature gauge.
- v) Fuel gauge.

F. Donation Box:

A donation box (farebox is optional) shall be mounted on an adequately braced stanchion; shall be located over a flat floor surface near the driver; and shall be accessible to passengers entering the vehicle (meet ADA requirements). The lockable donation box shall be supplied with two keys. (Location shall be approved by the ordering agency.) Suggested source: Main Farebox Model C91M

G. Mud Flaps:

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

H. Running Boards:

A driver and passenger side running board shall be constructed of either stainless or galvanized steel. The running board shall be securely attached to the chassis and have the capacity to support 300 pounds.

I. Undercoating / Rust Proofing:

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

J. Mirrors / Sunvisor:

i) **Interior Mirrors:**

Interior mirrors shall be OEM

ii) **Exterior Mirrors:**

The vehicle shall be equipped with the OEM standard mirrors.

iii) **Sunvisor:**

Windshield sun visor system shall be standard (OEM) chassis visor(s). If the OEM chassis is not equipped with a windshield sun visor, large transit-type, fully adjustable arm-type plexiglass sun visor(s) shall be provided (Suggested source: Manufacture's standard).

K. Seating / Seat Belts / Grab Handles:

i) **OEM Seating:**

(1) **Driver and Front Passenger:**

The front driver and passenger seats shall be cloth OEM.

(2) **Passenger Seating:**

(a) All passenger seats shall be mid-back and are required to meet the following:

(i) All applicable FMVSS testing including FMVSS 210

(ii) Two passenger, forward facing seats shall be a minimum width of 33.5" with a non foam yellow, energy-absorbent, vandal-proof grab handle mounted to the top of each seat



back (two per double seat). Grab handles are not required on seats that have a back against a wall.

- (iii) Single passenger seats shall be 17 ½" minimum width with a yellow, energy-absorbent, vandal-proof grab handle mounted to the top of the seat back.
- (iv) On vehicle floor plans with double seats, the first double seat shall have an integrated child restraint seat capable of safely carrying children of 20 to 50 pounds.
- (v) Forward facing seats shall have 27" minimum knee to hip room.
- (vi) Aisle facing seats shall have arm rests on both sides.
- (vii) Seats shall be individually contoured to each passenger for occupant comfort and retention.
- (viii) The seating arrangements and configuration shall be furnished by the State in the document titled Standard Vehicle Floor Plans.
- (ix) All seats shall be supported on the floor with high carbon steel support brackets. Seat frame shall be cold-roll steel tubing. Floor anchorage shall be neat and not interfere with entering and exiting the seat. All seat mounting bolts shall be corrosion resistant coated/plated fasteners. Passenger seating floor rail/track shall not be installed in the wheelchair lift or wheelchair securement areas. The bidders shall provide certification test data that the installation of the seats, seat mountings including floor anchorage and floor fasteners shall meet all applicable FMVSS including FMVSS 207, 208, 209, and 210 for the vehicle model being offered in this bid. (see Section VI. J.).
- (x) All metal components of the seat assembly shall be coated with a powder coat epoxy paint finish that shall meet the following tests:

Salt Spray	1000 hrs	ASTM D117
Humidity Resistance	1000 hrs	ASTM D2247
Impact Resistance	to 80 in-lbs	ASTM D2794

- (xi) All testing is to be performed on standard metal seating materials that have coating thickness of 1.3 to 1.8 mils. Certified test documents are required with bid proposal.

- (xii) Suggested sources: American Seating Horizon™ 8535 Mid-Back Series; C.E. White LE Series; Freedman Feather Weight.

(3) **Seat Material:**

- (a) Seats shall be covered with cloth-type or vinyl material at the ordering agency's option. Cloth-type or vinyl shall completely enclose the seat cushion and the seat back. Cloth-type or vinyl shall comply with test and performance criteria of the Federal Register dated October 20, 1993 (see Section VII., table1). Seat colors shall be a tan background or grey background approved by the State.

(i) **Cloth-type Woven Requirements (with flame resistant qualities):**

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

(ii) **Vinyl:**

- 1. Seat vinyl shall be transportation grade expanded vinyl, 36 ounces per linear yard minimum.
- 2. Suggested source: Flame Resistant vinyl by CMI D-90 or Omnova.



3. Seat and back cushion shall be molded high resilient (HR) polyurethane foam padding and supported with a spring-type support system. Seat cushion indentation load deflection shall be 35 pounds minimum, with compression to 15 percent maximum, and tensile-strength of 15 minimum. Seat and back cushion shall meet the physical properties of ASTM D-3574 and the flammability requirements of FMVSS 302, minimum. Seat back depth shall not exceed 3 ½" overall. The technical data sheet for the foam supplied shall be included in the bid proposal with the seat information. Suggested source: Manufacturer's standard.

(4) Wheelchair Lift-Equipped Vehicles:

Forward facing (double) fold-away with seat belts shall be provided in the wheelchair securement area per seating arrangements (see Section IV, Wheelchair Securement Area). Fold-away seats shall include all dimensional, structural and testing requirements of the standard seat specification. Seat locking/latching devices shall be of high quality and be easy to latch and unlatch. Seats must positively latch in the seated and folded position to prevent inadvertent folding or unfolding of the seat. Any support legs resting on flooring shall be non-marring or rest on metal plates flush mounted with flooring. All fold-away seats shall be able to pass FMVSS 210 without having to fasten additional latches or cables. All fold-away seats shall fold against the wall when wheelchair space is required (no further than 12" from wall in the vertical folded position). Seat may not extend into vehicle more than 37 ½" (two passenger) and 18 ½" (1 passenger) when folded down for passenger seating. Aisle space may be reduced to 14@ inches where fold-up seating is placed on each side of the aisle or 15 ½" where placed opposite a stationary seat. The seat bottom cushion shall be a 5 degree tilt up from level, minimum, and back cushion shall be at 95 degrees, minimum. The seats shall be of the same design as the other passenger seats. All seat backs and all seat bottoms of fold-away seats shall be covered with material matching seat cushion color and fabric. Suggested source: American Seating Horizon™ Mid-Back Series; C.E. White LE Series; Freedman Feather Weight; Braun 325-02LW.

(5) Seat Belts:

- (1) All seats shall be equipped with a 3-point restraint system for each designated seating position. Belts shall have:
 - (a) The latch end of the belt will have an emergency locking retractor. The retractor will be mounted underneath the seat to the seat frame. No lap retractors.
 - (b) A push button latch release mechanism.
- (2) Two universal "Buckle Up" decals approximately 3" by 3" shall be furnished loose with each vehicle. Decals shall indicate that seat belt use is recommended.

(6) Grab Handles:

Grab handles shall be installed on the passenger seats. OEM grab handles are acceptable

L. Lighting:

i) Interior:

- (1) Stepwell lights shall be LED and provide no less than two foot-candles of illumination on the entrance step tread, lift or ramp with the door open. This system shall provide illumination automatically when the door is open and meet ADA requirements.
- (2) Stepwell lights shall be wired to and be automatically activated by a door controlled switch. Lights shall operate any time the ignition key is on and the door is opened.



- (3) Interior lighting shall be LED and provide a minimum of two foot-candles of illumination at a reading level. Interior lighting fixtures shall be reasonably flush with the interior walls and ceiling so no hazard exists for the passengers. All lights shall have lead wire long enough to remove light at least 6" from vehicle for service. All interior lights shall be grounded by an in-harness ground attached in the fuse panel to a common grounding point.
- (4) Light installation shall be designed to illuminate the lift platform when deployed at floor level at no less than two foot-candles of illumination. Outside light(s) shall be LED and provide at least 1 foot-candle of illumination on the street surface within 3 feet of step tread outer edge. This system shall provide illumination automatically when the lift door is open and meet ADA requirements. On-off light switch shall be lift door-actuated.

ii) Exterior:

- (1) Rear center brake light shall be LED and installed above the rear doors.
- (2) Headlights shall be Halogen lamps with daytime running lamps and the standard front park/turn lights may be a part of the OEM headlight assembly.
- (3) Rear lights shall be standard OEM turn, brake, and reverse lights.
- (4) The vehicle shall be equipped with two, round four (4) inch, flashing amber LED lights mounted on the inside of each rear lift door. The lights shall be mounted above the rear door windows and shall be activated when the lift doors are open and the hazard flashers are activated. Suggested Sources: Dialight, Grote, Maxxima, Optronics, Peterson, Trucklite
- (5) A low profile electronic strobe light (white) with a clear lens and branch guard shall be provided. The light shall meet SAE J1318 requirements and be mounted centrally on the roof of the vehicle approximately 6' forward of the rear of the vehicle. The 12 volt light shall have a control switch in the driver's area. The light shall be approximately 4" in height, produce 80 (± 10) double flashes per minute, and have a light intensity of 1 million candlepower with a current draw of approximately 1 ampere. Suggested Sources: Grote, Meteorlite, Peterson, Target Tech Pulsator® 451, Truck-Lite

M. Radio:

The vehicle shall be equipped with OEM standard AM/FM radio with clock and a minimum of (5) five speakers.

N. Keys:

The vehicle shall be supplied with two (2) sets of keys with coded numbers at the time of delivery.

O. Safety Equipment:

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



P. HVAC (Heating and Air Conditioning):

i) Heating:

- (1) Front heating unit shall be automotive in-dash type (OEM or equal) and shall be capable of delivering heat, fresh air ventilation, and air conditioning to the driver's area (maximum BTU rating available). The front heater shall have a temperature control valve which can be regulated from the driver's area. The driver's area shall have air circulation in each mode of defrost, heat, fresh air ventilation, and air conditioning.
- (2) A rear heating unit shall be provided; floor mounted and offer 12,900 BTU minimum. This unit shall be installed out of the way of any passenger traffic. The heating unit shall be operated from the driver's area control unit.

ii) Air Conditioning:

(1) Front Air Conditioning:

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

(2) Rear Air Conditioning:

The rear air conditioning and heater system shall be OEM and be operable from the driver's area control unit.

Q. Windows:

Swing-out side doors and fixed, swing-out rear windows – Deep tinted or privacy, all around, movable side door window(s), fixed or movable rear door windows.

R. Painting and Paint Codes:

i) Painting:

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

ii) Paint Codes:

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

S. Lift (Platform Type):

i) Type I Lift, (Platform Type)(Shall Meet ADA Requirements)

- (1) All vehicles equipped with lifts must meet FMVSS 403 and 404 requirements. All costs required to meet these requirements shall be included in the bid price.



- (2) The Type I platform lift shall be mounted in the rear of the vehicle. The lift installer must provide documentation that the lift installation complies with the lift manufacturer's lift installation requirements.
- (3) The lift shall be an electro-hydraulic type. If the lift has a crossbar, it shall be above the door opening and well padded. The platform lift equipment shall be a double "C" channel parallel arm construction, hydraulically operated by two single-acting cylinders with gravity unfold, gravity down, power up, and power fold (stow) operation. No part of the lift platform shall exceed 6 inches/second during the lowering and lifting of an occupant, and shall not exceed 12 inches/second during deploying or stowing. The lift shall have a mechanical outboard safety wheel stop (minimum 6" height) to prevent wheelchair from rolling off the platform during the lifting cycle (Suggested sources: Braun, Maxon, Ricon).
- (4) A manual safety override shall be provided that will remain operable. Lift shall have manual override instructions visible from inside and outside the vehicle with door open.
- (5) The entire lift assembly shall be installed inside the vehicle body and shall have adequate protection installed on all sharp corners or items that protrude into the passenger area to prevent accidental injury to passengers. Wall and floor mounting points shall be reinforced and shall be attached with fasteners having a thread locking feature. Lift installation shall insure that no lift rattling exists when the vehicle is operated while the lift is stowed.
- (6) A lift control interlock system shall be installed that shall ensure that the vehicle cannot be moved when the lift is not stowed and that the lift cannot be deployed unless the interlock is engaged [to meet ADA regulation in 49 CFR Part 38, Subpart B--Buses, Vans and Systems, §38.23, (b)(2)(I)]. The interlock system shall engage when the lift operation sequence is followed. Interlock operating instructions shall be included with the vehicle at delivery. An interlock override system shall be installed that allows service personnel to move the vehicle to a safe area for repairs (Suggested Source: Intelligent Lift Interlock System (ILIS) by Intermotive Products).
- (7) All lift equipped vehicles shall display the international symbol of accessibility, one each on left and right side of the vehicle. Location shall be determined by ordering agency.
- (8) An indicator light (red and labeled) at driver's station that is activated when lift door is open and when the lift is in operation.
- (9) A lift master switch with light (green and labeled) at driver's station, illuminated when switch is on.
- (10) The passive lift shall meet ADA requirements as well as these minimum requirements.
 - (a) Capacity 800 pounds minimum.
 - (b) Usable platform width 33" minimum.
 - (c) Usable platform length 50" minimum
 - (d) Platform shall automatically stop at floor level.
 - (e) Platform shall automatically stop when lowered to ground level.
 - (f) Hand held controls shall be conveniently located on a flexible, cut resistant cable and shall be mounted with access from inside or outside the van. The cable shall be routed to eliminate being pinched in any moving parts and be wrapped with a flexible exterior protective conduit.
 - (g) Platform, bridge plate, and area between bridge plate and aisle shall be skid resistant.
 - (h) Bridge plate and platform shall be coated to resist rust.



- (i) Platform shall have horizontal handrails (one each side) on platform to assist passenger during lift operations. Handrails (yellow) shall fold automatically to prevent any obstructions into the van passenger area.
- (j) Lift door operated interrupt switch shall prevent use of lift with lift door(s) closed. Heavy duty long life switches shall be used in this application.
- (k) The outside edges of the platform shall either be painted yellow or use 3M™ vinyl safety stripe tape to enhance visibility when extended on the ground.
- (l) Sharp corners of lift platform shall be padded (remove for lift use) when in the stored position.
- (m) The wheelchair lift shall comply with all Federal, Americans with Disabilities Act (ADA), and Veterans' Administration regulations.
- (n) Lift platform shall be fitted with device to prevent the platform from touching or leaning against door after being returned to stored position when the lift assembly is not in use.

T. Stanchions:

- i) The stanchions shall be a minimum of 1 ¼ " outside diameter. All stanchions shall be positioned so as not to interfere with wheelchair movement and shall meet ADA requirements for position and size. All stanchions in the passenger entrance area shall be highly visible yellow in color. Mounting brackets and fittings shall be composed of the same kind of material used for the stanchion.
- ii) Floor-to-ceiling vertical stanchions shall be provided in close proximity to the rear of the driver's area and the passenger side entrance (cargo door). Stanchions shall not restrict any driver and passengers' seat adjustments.

U. Stabilizer System

The chassis shall be equipped with a suspension stabilizer system to minimize the following; vehicle sway, bouncing after road bumps, motion sickness, affects from cross winds and passing vehicles and propensity to roll. The suspension stabilizer system shall improve handling and driver control, braking, ride quality, payload capacity, tire, brake, shock and suspension life.

V. Electrical:

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

W. Equipment Mounting:

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

X. Insulation Package:

Fiberglass insulation shall be included in the walls. A minimum of one and a one-half inch (1 ½") thick blanket fiberglass or other fire resistant material shall be provided to insulate the side walls.

Y. Raised Roof:

The standard roof shall be removed and replaced with a fiberglass roof. The raised roof shall be completely joined and be an integral part of the basis chassis. The new top must be completely sealed with an anti-fungus sealant and over a 69" minimum center aisle height. The roof shall contain a collapse-

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resistant steel rollover cage consisting of 1" x 1" tubular steel frame. The steel frame must consist of no less than five (5) horizontal stringers and three (3) longitudinal members. The raised roof shall be insulated to prevent heat loss in cold weather, and cool air in hot weather with a 1-1/2" fiberglass blanket. The interior of the roof shall be a smooth-finished one-piece seamless fiberglass liner, not less than 1/16" in thickness. The roof conversion shall meet Federal Motor Vehicle Safety Standard No. 220 (part 571, section 220-1, 41 Federal Register 3874, January 27, 1976). Certification of compliance with requirements of FMVSS 220 of the vehicle roof shall be provided in writing, with the bid documents; prior to delivery vehicles.

IV. WHEELCHAIR SECUREMENT AREA

- A** The wheelchair securement system shall be installed according to ADA requirements. Securement location shall be installed as shown by the seating plan option. The integrated securement system shall restrain the occupant and the wheelchair separately and securely.
- B** Wheelchair securement shall meet these minimum requirements:
- (1) Forward facing wheelchair tie down and occupant restraint shall consist of four floor attachment points for the chair and a combination, lap belt/shoulder restraint with manual height adjuster for the occupant per location.
 - (2) Securement floor anchorage points shall be anodized aluminum, stainless steel or other non-corrosive metal construction and consist of aircraft type insert pockets that can be flush mounted with the rubber flooring (Flanged "L" style track with end caps Q-Straint Q5-6100-FPD). Floor anchorage points for the first securement space shall be spaced at a minimum of 54" from front to rear. Floor anchorage points shall be located no closer than 8" from a stationary wall or obstruction (forward or rearward) that would hinder an operator from attaching the securement system. Anchorage points can be used for the front tie downs, the rear tie downs, and can be shared by the center run of anchorage track. Width of anchorage track shall be no less than 30" wide allowing for the widest of mobility devices.
 - (3) Securement wall anchorage point for shoulder restraint shall be stainless steel or other aircraft quality non-corrosive metal. Wall anchorage device shall provide vertical adjustment (approximately 12") for differences in height of the secured mobility aid. Wall anchor shall be permanently fastened to the body structure in the wall according to the belt assembly manufacturer's installation instructions.
 - (4) The belt components shall be permanently marked to identify their location as follows: "floor", "lap", or "shoulder". The four belts that attach to the wheelchair from the floor anchorage points shall use a simple speed hook end ("J" or "S" style) for chair attachment and have automatic heavy duty retractors with a hard metal cover and manual knob control. One securement space shall have a fifth retractor to aid in the securement of scooters or difficult mobility devices. All floor attachment belts shall be the same and work in any of the four floor attachment points and be equipped with connector brackets for the lap belt assembly. Automatic self tensioning and self locking retractors with metal covers shall be part of the four floor belt assemblies for automatic belt tensioning. Belt ends with floor anchor attachments shall be easily identified for placement in the floor track.
 - (5) All belt components shall meet ADA requirements and random static testing forces equal to:

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



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

(7) An anchorage single point securement system is optional

(8) Suggested sources: Q'Straint Model Q-8100-A1L, Sure-Lok's Retraktor™ Systems for L track.

C. Restraint Storage System

A wheelchair restraint storage system shall be positioned under the foldaway seats at each wheelchair space. Storage system shall:

(1) Keep restraints clean

(2) Provide easy accessibility to restraints

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

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

V. OPTIONS (ALTERNATE QUOTES):

A. Power Base for Driver's Seat:

Provide a six-way power seat base for standard driver's seat that allows for fore and aft, up and down, front tilt and rear tilt for the driver (Suggested source: Chassis Original Equipment Manufacturer (OEM) Deluxe Power Seat Base).

B. Farebox:

- i) The farebox (in lieu of the donation box) shall be mounted with the trip handle toward the driver and within easy reach of the driver. The farebox shall be mounted on an adequately braced stanchion; shall be located over a flat floor surface near the driver; and shall be accessible to passengers entering vehicle (meet ADA requirements). An indirect farebox light shall be connected through an entrance door jamb switch to the running light circuit.
- ii) The farebox shall be lockable and supplied with two vaults that are interchangeable and lockable (2 keys for each lock). The vaults shall be keyed alike. The vault and farebox exteriors shall be marked with key reference. (Location shall be approved by the ordering agency.) Suggested source: Main Farebox Model M-4.

C. Farebox Electrical Prep Only:

Electrical connections and wiring only (no donation / farebox) along with support stanchion shall be supplied to the area where the standard farebox would be mounted (location shall be approved by ordering agency).

D. Heated Remote Mirrors:

The vehicle shall be equipped with heated, remote controlled mirrors. Suggested Source: Velvac, Rosco

E. Paint (Optional Design):

- i) The vehicle shall have an 11" belt painted stripe (no decals). An example would be: an OEM white vehicle with an 11" belt stripe.
- ii) The vehicle shall be painted a full body color, including the roof, other than OEM white. An example would be: a vehicle painted all red.

**F. Folding Platform Lift (Meet ADA Requirements):**

The folding platform lift (in lieu of standard platform lift) shall meet all of the lift requirements stated in Lift Section except that the lift shall have a platform that folds in the center during stowage and the lift platform is 32" usable width. The folding platform lift provides an unobstructed view from inside the vehicle through the lift opening. Braun Vista, Ricon KlearVue model K-5005 ADA.

G. Two-Way Radio Antenna / Power:

- i) All material and labor required for a pre-installation package for two-way radio equipment shall be furnished by the manufacturer. All equipment and accessories installed as part of the vehicle shall have no measurable radio frequency (RF) interference. All equipment installed on the vehicle must operate in its normal mode while radio transmissions are being made from an on board transmitter producing 100 watts or more of transmit power while operating in the range of 43 Megahertz (Mhz) to 900 Mhz. Proper RF suppression to eliminate interference shall be provided by the manufacturer in any equipment and accessories that can produce interference. The vehicle frame and body shall be designed to provide no measurable radio interference (shielding) for improved radio emissions and reception performance.
- ii) Two (2) antenna mounting plates (.060" steel minimum) shall be mounted in the roof of the vehicle for the purpose of providing a connection to the ground plane and providing a secure mount for the antenna. Ground planes shall provide a comparable area of radio transmission coverage whether vehicles have a metal exterior body covering or have a FRP composite exterior. At each antenna access opening and mounting plate area, the ground planes shall be of proper size and shape for proper communication operations. The ground planes shall be a solid piece and operate over the range of frequencies from 43 Mhz to 900 Mhz. The ground plane material used by the manufacturer must be a durable material that can be connected to the antenna mounting plate and grounded to the chassis frame. The ground plane shall be of the proper size to protect passengers in the vehicle from unnecessary radiation from the transmitting antenna at the vehicle's antenna access openings.
- iii) A 6" high branch deflector shall be installed on the roof of the vehicle 6" forward of the antenna mounting area.
- iv) A concealed thin wall plastic conduit, 5/8" I.D. minimum, (with antenna cable pull wire) shall extend from the antenna mounting plate locations (roof and above side window or in front cap) to the mounting location for the radio. When installed, the conduit shall have no sharp or right angle bends or be distorted to prevent insertion of the antenna lead. For both antenna mounting plate locations, sufficient space shall be left at each end of the conduit to allow easy removal and replacement of the devices attached to the cable. The antenna pull wire shall terminate behind the driver's seat with 2 feet of extra length extending into the vehicle interior.
- v) Two threaded type access holes with covers approximately 6" in diameter shall be installed at the following antenna mounting plate locations:
 - (1) For vehicles with metal exterior skin directly to the left (driver's) side above the side window line of the vehicle.
 - (2) For vehicles with FRP composite roof the screw-type access holes may be installed in the front cap of the vehicle, one centered in the roof section of the cap and one centered in the left side section of the cap. Adequate space shall be provided between the installed access cover and the inner body to allow for routing of the antenna lead and its connections without interference.
- vi) 12-volt power for the two-way radio - The positive lead (red 8 ga wire fused at 40 amperes) for the radio connection shall be provided directly from the battery positive post. The ground lead (black, 8 ga) shall be connected directly to the chassis frame with a bolt and nut for fastening. Proper suppression equipment shall be incorporated in the vehicle's electrical system to eliminate interference with radio and television transmission and reception shall not cause interference with



any electronic system on the vehicle. The radio power and ground leads shall terminate directly behind the driver's seat with 12 feet of extra length extending into the vehicle interior.

- vii) A split loom or other flexible wire race-way (1" minimum) shall be installed from the radio location to the dash mounted microphone control location.

H. Smooth Anti-Slip Flooring:

- i) The entire passenger area including the wheelchair securement area and entrance steps area shall be overlaid with smooth, slip resistant flooring material (in lieu of standard rubber flooring). The resilient sheet flooring system (2.2 mm thickness minimum) shall be a high quality vinyl constructed with aluminum oxide, silicon carbide grains and PVC chips blended in a high quality wear layer with a non woven polyester/cellulose backing with glass fiber reinforced center scrim. The flooring shall extend up the sidewall to the seat rail line and shall be coved at the floor/wall joint to form a smooth water tight transition. Installation of flooring must be done strictly according to the flooring manufacturer's directions using the proper accessories, tools, and adhesives. Suggested sources: Altro Transflor™ Meta, Altro Transflor™ Chroma.
- ii) Step treads shall be one-piece resilient sheet flooring system matching the passenger compartment flooring. All step edges (nosings of step tread material) shall have a band of bright yellow contrasting color running full width of the step. Step tread joints shall be sealed to prevent intrusion of moisture and debris. Suggested sources: Altro Safety Step System

I. Single Point Wheelchair Securement System:

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

J. Seating – Additional:

- i) Ordering agencies shall have the ability to add or deduct seats from the provided floor plans.
- ii) All additional seats shall be of the same design and color as the other passenger seats, shall be equipped with passenger seat belts, and shall meet requirements stated in Section III, subsection K.

K. Power Door Locks:

The vehicle shall be equipped with power door locks. Suggested Source: OEM

VI. VENDOR/MANUFACTURER REQUIREMENTS:

A. Vehicle Information Furnished:

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

1. Copy of manufacturer's statement of origin for a vehicle.



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

B. Manufacturer Quality Control:

Vehicle contractor/manufacturer shall provide a plan for quality control during vehicle construction and include the plan as part of the bid documents (ISO 9001:2000 Certification). Vehicle contractor/manufacturer shall also provide the name of the chief of quality control for vehicle construction.

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



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

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

C. Purchaser Inspection:

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

D. Warranty:

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

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

**VII. BID DOCUMENTS:****The bidder shall supply a copy of the following documents with the bid quotation:**

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

VIII. **TABLE 1:**

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1. Materials tested for surface flammability should not exhibit any flaming running, or flaming dripping.

2. The surface flammability and smoke emission characteristics of seat cushion materials should be demonstrated to be permanent after testing according to ASTM D-3574 Dynamic Fatigue Tests I_s (Procedure B).

3. The surface flammability and smoke emission characteristics of a material should be demonstrated to be permanent by washing, if appropriate, according to FED-STD-191A Textile Test Method 5830.

4. The surface flammability and smoke emission characteristics of a material should be demonstrated to be permanent by dry cleaning, if appropriate, according to ASTM D-2724. Materials that cannot be washed or dry-cleaned should be so labeled, and should meet the applicable performance criteria after being cleaned as recommended by the manufacturer.

5. ASTM E-662 maximum test limits for smoke emission (specific optical density) should be measured in either the flaming or non-flaming mode, depending on which mode generates more smoke.

6. Flooring and Fire Wall assemblies should meet the performance criteria during a nominal test period determined by the transit property. The nominal test period should be twice the maximum expected period of time, under normal circumstances, for a vehicle to come to a complete, safe stop from maximum speed, plus the time necessary to evacuate all passengers from a vehicle to a safe area. The nominal test period should not be less than 15 minutes. Only one specimen need be tested. A proportional reduction may be made in dimensions of the specimen provided that it represents a true test of its ability to perform as a barrier against vehicle fires. Penetrations (ducts, piping, etc.) should be designed against acting as conduits for fire and smoke.

7. Carpeting should be tested in accordance with ASTM E-648 with its padding, if the padding is used in actual installation.

8. Arm rests, if foamed plastic, are tested as cushions.

9. Testing is performed without upholstery.

Definition of Terms

1. Flame spread index (I_s) as defined in ASTM E-162 is a factor derived from the rate of progress of the flame front (F) and the rate of heat liberation by the material under test (Q), such that $I_s = F \times Q$.

2. Specific optical density (D_s) is the optical density measured over unit path length within a chamber of unit volume produced from a specimen of unit surface area, that is irradiated by a heat flux of 2.5 watts/cm² for a specified period of time.

3. Surface flammability denotes the rate at which flames will travel along surfaces.

4. Flaming running denotes continuous flaming material leaving the site of the during material at its installed location.

5. Flaming dripping denotes periodic dripping of flaming material from the site of burning material at its installed location.

Referenced Fire Standards

The source of test procedures listed in Table 1 is as follows:

(1) Leaching Resistance of Cloth, FED-STD-191A-Textile Test Method 5830.

Availability from: General Services Administration Specifications Division,

Building 197, Washington, Navy Yard, Washington, DC 20407.

(2) Federal Aviation Administration Vertical Burn Test, FAR-25-853.

Available from: Superintendent of Documents, US Government Printing Office, Washington, DC 20402.

(3) American Society for Testing Materials (ASTM)

(a) Surface Flammability of Materials Using a Radiant Heat Energy Source, ASTM E-162;

(b) Surface Flammability for Flexible Cellular Materials Using a Radiant Heat Energy Source, ASTM D-3675;

(c) Fire Tests of Building Construction and Materials, ASTM E-119;

(d) Specific Optical Density of Smoke Generated by Solid Materials, ASTM E-662;

(e) Bonded and Laminated Apparel Fabrics, ASTM D-2724;

(f) Flexible Cellular Materials—Slab, Bonded, and Molded Urethane Foams, ASTM D-3574.

Available from: American Society for Testing and Materials, 1916 Race Street, Philadelphia, PA 19103.

In all instances, the most recent issue of the document or the revision in effect at the time of request should be employed in the evaluation of the material specified herein.

Issued: October 14, 1993.

Grace Crumican,
Deputy Administrator.

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BILLING CODE 4810-57-P



IX. TABLE 1

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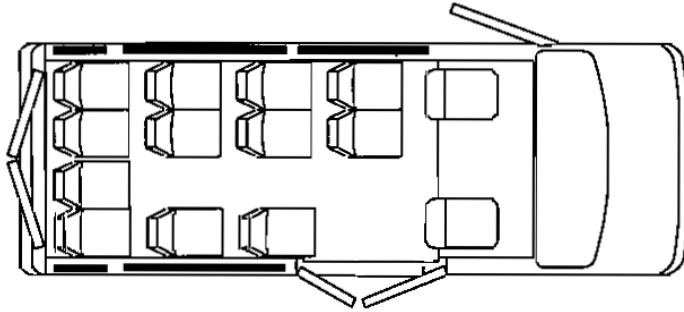
TABLE 1: RECOMMENDATIONS FOR TESTING THE FLAMMABILITY AND SMOKE EMISSION CHARACTERISTICS OF TRANSIT BUS AND VAN MATERIALS

Category	Function of Material	Test Procedure	Performance Criteria
Seating	Cushion ^{1,2,3,5,9*}	ASTM D-3675	$I_s \leq 25$
		ASTM E-662	$D_s (1.5) \leq 100; D_s (4.0) \leq 200$
	Frame ^{1,5,8}	ASTM E-162	$I_s \leq 35$
		ASTM E-662	$D_s (1.5) \leq 100; D_s (4.0) \leq 200$
	Shroud ^{1,5}	ASTM E-162	$I_s \leq 35$
		ASTM E-662	$D_s (1.5) \leq 100; D_s (4.0) \leq 200$
	Upholstery ^{1,3,4,5}	FAR 25.853 (Vertical)	Flame time ≤ 10 seconds; burn length ≤ 6 inches
		ASTM E-662	$D_s (4.0) \leq 250$ coated; $D_s (4.0) \leq 100$ uncoated
Panels	Wall ^{1,5}	ASTM E-162	$I_s \leq 35$
		ASTM E-662	$D_s (1.5) \leq 100; D_s (4.0) \leq 200$
	Ceiling ^{1,5}	ASTM E-162	$I_s \leq 35$
		ASTM E-662	$D_s (1.5) \leq 100; D_s (4.0) \leq 200$
	Partition ^{1,5}	ASTM E-162	$I_s \leq 35$
		ASTM E-662	$D_s (1.5) \leq 100; D_s (4.0) \leq 200$
	Windscreen ^{1,5}	ASTM E-162	$I_s \leq 35$
		ASTM E-662	$D_s (1.5) \leq 100; D_s (4.0) \leq 200$
	HVAC Ducting ^{1,5}	ASTM E-162	$I_s \leq 35$
		ASTM E-662	$D_s (4.0) \leq 100$
	Light Diffuser ⁵	ASTM E-162	$I_s \leq 100$
		ASTM E-662	$D_s (1.5) \leq 100; D_s (4.0) \leq 200$
Flooring	Wheel Well and Structural ⁶	ASTM E-119	Pass
	Carpeting ⁷	ASTM E-648	$C.R.F. \geq 0.5 \text{ w/cm}^2$
Insulation	Thermal ^{1,3,5}	ASTM E-162	$I_s \leq 25$
		ASTM E-662	$D_s (4.0) \leq 100$
	Acoustic ^{1,3,5}	ASTM E-162	$I_s \leq 25$
		ASTM E-662	$D_s (4.0) \leq 100$
Miscellaneous	Firewall ⁶	ASTM E-119	Pass
	Exterior Shell ^{1,5}	ASTM E-162	$I_s \leq 35$
		ASTM E-662	$D_s (1.5) \leq 100; D_s (4.0) \leq 200$

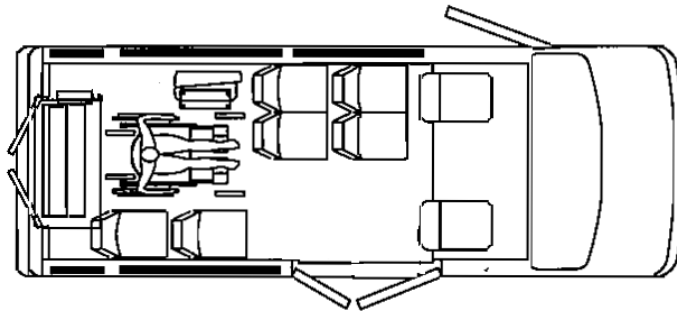
* Refers to Notes on Table 1



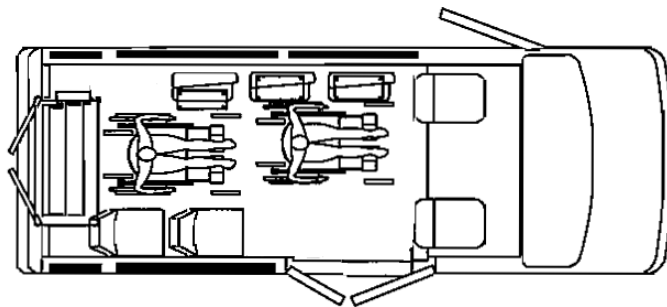
Standard Vehicle Floor Plans



A. *12 passengers without lift.



B. *Six (6) passengers, one (1) double foldaway, one (1) wheelchair space with rear passive lift.



C. *Two (2) passengers, three (3) double foldaways, two (2) wheelchair spaces with rear passive lift.

* Passenger seat counts do not include OEM driver and side passenger seats.



APPENDIX B – Pricing/Evaluation Form
MICHIGAN VEHICLE COST MODEL / EVALUATION FORM
TRUCK: VAN-PASSENGER TRANSIT WITH LIFT & WITHOUT LIFT
4 Years/100,000 Miles

Version Date: 2/1/10

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

Conversion Manufacturer:		Mobility Transportation Services			
Dealer / Contractor Company Name:		Mobility Transportation Services			
Dealer / Contractor Address:		42000 Koppnick, A3 Canton, MI 481887			
Preparer's Name:					
I.	COST MODEL				
	QTY	Description	MiDEAL and Michigan Public Transit Authorities Unit Price (No Fee)	Extended Total (No Fee)	NASPO Member States Unit Price (Includes 1% Fee)
		Van – Vinyl Seat Covers			
A	10	12 passenger vehicle without lift, vinyl seat covers	\$30,813	\$308,130	\$31,122
B	30	6+1 passenger vehicle with rear passive lift, vinyl seat covers	\$35,448	\$1,063,440	\$35,803
C	35	2+2 passenger vehicle with rear passive lift, vinyl seat covers	\$35,973	\$1,259,055	\$36,333
		Van – Cloth Seat Covers			
D	10	12 passenger vehicle without lift, cloth seat covers	\$30,895	\$308,950	\$31,204
E	30	6+1 passenger vehicle with rear passive lift, cloth seat covers	\$35,533	\$1,065,990	\$35,889
F	35	2+2 passenger vehicle with rear passive lift, cloth seat covers	\$36,058	\$1,262,030	\$36,419
G	150	Total Contract Units		\$5,267,595	
H		Options – Alternate Quote Prices			
H.1	75	Power seat base for driver's seat	\$450	\$33,750	\$455
H.2	75	Ext. Heated Remote Mirrors (Power remote –STD., heated N/A)	\$0	\$0	\$0
H.3	20	Farebox	\$641	\$12,820	\$647
H.4	20	Farebox Electrical Prep	\$38	\$760	\$38
H.5	75	Paint - One stripe	\$200	\$15,000	\$202
H.6	75	Paint - Different Full body	\$0	\$0	\$0
H.7	50	Folding Platform Passive Lift	\$182	\$9,100	\$184
H.8	20	Two-way radio prep package	\$189	\$3780	\$191
H.9	60	Extra speakers to a total of four (4) (STANDARD)	\$0	\$0	\$0
H.1	75	Smooth Anti-slip Flooring (STANDARD)	\$0	\$0	\$0
H.1	75	Wheelchair Securement Anchorage Pockets	\$43	\$3,225	\$43



H.1	100	Restraint - Storage Under Foldaway Seat Wheelchair Position	\$0	\$0	\$0
H.1	10	Seating – Forward Facing Standard Double Seat - Vinyl	\$445	\$4,450	\$449
H.1	10	Seating – Forward Facing Standard Double Seat - Fabric	\$467	\$4,670	\$472
H.1	5	Seating – Forward Facing Standard Double Seat – Vinyl (Deduct)	(\$445)	(\$2,225)	(\$449)
	QTY	Description	MiDEAL and Michigan Public Transit Authorities Unit Price (No Fee)	Extended Total (No Fee)	NASPO Member States Unit Price (Includes 1% Fee)
H.1	5	Seating – Forward Facing Standard Double Seat – Fabric (Deduct)	(\$467)	(\$2,335)	(\$472)
H.1	10	Seating – Forward Facing Standard Single Seat - Vinyl	\$302	\$3,020	\$305
H.1	10	Seating – Forward Facing Standard Single Seat - Fabric	\$313	\$3,130	\$316
H.1	5	Seating – Forward Facing Standard Single Seat – Vinyl (Deduct)	(\$302)	(\$1,510)	(\$305)
H.2	5	Seating – Forward Facing Standard Single Seat – Fabric (Deduct)	(\$313)	(\$1,565)	(\$316)
H.2	10	Seating – Forward Facing Double Fold-A-Way - Vinyl	\$623	\$6,230	\$629
H.2	10	Seating – Forward Facing Double Fold-A-Way - Fabric	\$634	\$6,340	\$640
H.2	5	Seating – Forward Facing Double Fold-A-Way – Vinyl (Deduct)	(\$623)	(\$3,115)	(\$629)
H.2	5	Seating – Forward Facing Double Fold-A-Way –Fabric (Deduct)	(\$634)	(\$3,170)	(\$640)
H.2	5	Seating – Double w/Single Integrated Child Seat (ICS) - Vinyl	\$580	\$2,900	\$586
H.2	5	Seating – Double w/Single Integrated Child Seat (ICS) - Fabric	\$599	\$2,995	\$605
H.2	5	Seating – Double w/ Double (ICS)Vinyl(N/A w/ req. sh. harness)	\$0	\$0	\$0
H.2	5	Seating – Double w/Double (ICS)Fabric(N/A w/req. sh. harness)	\$0	\$0	\$0
TOTAL EVALUATION PRICE OF A through H above				\$5,365,845	



EVALUATION FORM

II. CHASSIS SPECIFICATIONS			
	Item	Product Name and Model	Size, Material, and/or Type
A	Chassis Manufacturer	Ford, E350 XL Cargo van	Super Extended
B	G.V.W.R	9500 GVWR	
C	Wheelbase	138"	
D	Over All Length (O.A.L)	19'8"	
E	Engine	5.4L V-8	EFI Fuel injection
F	Transmission	4 Speed Automatic w/ OD	4R75E
H.1	Front axle min capacity	5000 lbs.	Twin I beam
H.2	Rear axle min capacity	6340 lbs.	Dana 9.75"
I	Alignment	Per Specifications	Done at local Ford Dealer
J	Alternator	Ford, Largest available	225 Amp
K	Battery	Ford	Dual, 650 C.C.A.
L	Brakes	4 Wheel Power Disc	Inc.'s ABS System & HD master cylinder
M	Fuel Tank Capacity	Ford	33 gallon, mid ship
N	Hazard Flashers	Ford	
O	Speed/Cruise Control	Ford	
P	Shock Absorbers	Ford	Gas pressurized, 32mm
Q	Suspension	Fr. Coil , Rear. Multi-leaf	
R	Exhaust	Ford	Aluminized exhaust
S.1	Wheels	16" (5, inc. spare)	
S.2	Tires	LT245/75R16	With Full Size Spare
S.3	Wheel Covers	Full Ford Wheel Covers	
T.	Windshield Wipers/Horn	Int.Wipers, Dual note horn	
U.	Radiator/	25.9 Quart capacity	
V.			
III. STANDARD FACTORY EQUIPMENT			
A	Battery	Ford	Dual, 650 C.C.A.
B	Brakes	Ford	Four Wheel disc
C	Bumpers	Ford	Chrome OEM
D	Coolant	Ford	Meets desired specifications
E	Doors	OEM	Steel height extensions where specified
F	Drive Shaft guard	Yes	
G	Electrical	Ford	12 volt all OEM wiring except for lift
H	Equipment Mounting	Extra H.D. and sealed	
I	Frame length	216"	
J	Fuel tank capacity	33 gallons	Midship mount
K	Gauges	Ford	Included, meets specs
L.i1	Heating - Front	Ford	OEM Heaters, front & rear
L.i2	Heating - Rear	Ford, exceeds btu rating	OEM Heaters, front & rear
L.ii1	Air Conditioning - Front	Ford	OEM A/C, front & rear
L.ii2	Air Conditioning - Rear	Ford	OEM A/C, front & rear
M	Hub Caps	Ford Full Wheel covers	
N	Insulation Package	Ford Insulation group	
O	Keys	2 sets of keys	
P	Lighting - Exterior	Ford	
Q	Locks	Ford	All doorways are keyed
R	Mirrors - Exterior	Ford	Below Eyeline w/ Convex
S	Mud Flaps	R- Blk. Rubber F- Galv. Steel	Rear black rubber, Front - Galvanized Steel
T	Painting	OEM	Roof always painted to match body
U	Paint Codes	Provided per color	Ford OEM choices



		ordered	
V	Radio	Ford	Am-Fm Stereo w/ clock and four speakers
W	Seating – Driver & Side Passenger	Ford	Captains chairs, reclining with armrests
X	Seat belts	Ford	Pull and Crash tested
Y	Shock absorbers	Ford	Gas, 32 mm
Z	Stabilizer System	Frnt. Stabilizer bar + RSC	Roll stability Control Sys. & Frnt. Stabilizer
Aa	Steering	Power, Ford XR-50	Inc's H.D gear – 17.0:1 ratio
Bb	Sun Visors	Ford	Dual Sunvisors
Cc	Suspension	Frnt. Coil , Rear. Multi-leaf	
Dd	Jacks	Ford	Ford jack & tire change kit
Ee	Tires	LT245/75R16 (5)	
Ff	Undercoating / Rust Proofing	Tectyl 121-B	per Ford recommendations
Gg	Windshield wipers / horn	Int. wipers, Dual note horn	
Hh	Alignment	Per Specifications	Done at local Ford Dealer
li	Wheels	16" , Steel	
Jj	Windows	Ford	Full Ford OEM windows w/ flip out venting
III	TRANSIT VEHICLE CONVERSION		
A	Raised Roof	Fiberglass	For superior finish quality roof is <u>always</u> painted.
B	Side access (cargo) door	Raised per specifications	Raised for specified height, OEM latch is retained
B	Rear access door	Raised per specifications	Raised on lift vans, not on Center Aisle Pass. vans
C.i	Interior Flooring – Sub Flooring	3/4" Marine grade plywood	
C.ii	Interior Flooring – Vehicle Flooring	Grey or Tan 1/8", seamless	Seamless , one piece slip resistant floor is standard
D.i	Lighting – Interior	Ford OEM and L.E.D.	Four OEM Dome lamps. L.E.D. Stepwell Lamps
D.ii	Lighting – Exterior brake	Ford OEM and L.E.D.	
E	Stanchions	Stainless steel, yellow pad	Stainless steel stanchions, yellow safety pads
F	Donation box	Lockable, with two keys	
G	Lift	Braun Century II or Ricon S	Agency choice - Braun Century II or Ricon S model
H	Wheelchair securement	Q Straint	Agency choice - QRT MAX or QRT Deluxe
I	Running boards	Galvanized Steel	Galvanized expanded steel (allows snow & debris thru)
J	Safety equipment	Per Specification	Fire Ext, triangle kit, web cutter, B.U. alarm
K	Seats – Passenger	Freedman Seating	Per floorplan & specifications
IV	OPTIONS – ALTERNATE QUOTES		
A	Speed / Cruise Control	Ford OEM	
B	Power seat base for driver's seat	Ford OEM	Ford power base is installed by MTS
C	Radio - AM/FM/CD stereo system w/ two (2) speakers	Ford OEM	
D	Extra speakers to a total of four (4)	STD. OEM	
E	Farebox	Main Fairbox M-4	
F	Farebox electrical prep	per Specifications	
G	Heated exterior remote mirrors	Ford OEM Power Mirrors	Heated feature is N/A, This was acknowledged in the first bid.



H.i	Paint - One stripe	Painted stripe	Per specifications		
H.ii	Paint - Different full body	OEM colors, No charge	Ford OEM paint		
I	Folding platform passive lift	Agency choice: Braun Vista or Ricon Clearview	Folding Platform		
J	Two-way radio package	Per specifications			
K	Seating - additional	Freedman seating	Per specifications		
L	Smooth anti-slip flooring	Standard on our bid	Agency choice - Smooth Anti slip, Coin seamless, or ribbed, No extra charges		
M	Wheelchair securement anchorage pockets	Q-Straint			
N	Restraint - Storage under foldaway seat wheelchair position	Per Specifications			
V	CONTRACTOR / MANUFACTURER REQUIREMENTS				
	Vehicle information furnished	Yes			
	Purchaser inspection	Yes			
	Warranty	Yes			
VI	BID DOCUMENTS		Please mark (X) as completed		
A	Completed Michigan Vehicle Cost Model / Evaluation Form	X			
B	Vehicle floor plans	X			
C	Raised roof drawings	X			
D	Manufacturer's chassis description	X			
E	Wheelchair lift manufacturers' specifications	X			
F	Body, chassis, and drive train warranties	X			
G	Federal Transit Administration (FTA) Clauses	X			
H	Seat covering material flammability and smoke data	X			
I	Seat frame salt spray test data	X			
J	Seat and seat belt certification	X			
K	Wiring and switch certification	X			
L	Dealer Agreement	X			
	EXCEPTIONS - List all exceptions in the space below:				
No Exceptions. Specifications have been exceeded.					
	BIDDER COMMENTS				
Specifications have been exceeded. Ford OEM Rear Heater and A/C system has been used with stainless steel lines and Ford warranty.					



APPENDIX C – Federal Contract Clauses Federally Required Contract Clauses (Rolling Stock)

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**1. BUY AMERICA REQUIREMENTS**

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

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

Certification requirement for procurement of steel, iron, or manufactured products.*Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

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

Date 10/11/2010
Signature Paul Brown
Company Name MOBILITY TRANSPORTATION SERVICES
Title PRESIDENT



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 10/11/2010

Signature [Signature]

Company Name Mobility Transportation Services

Title PRESIDENT

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 leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient



(through the Contractor in the case of a subContractor's bill-of-lading.)

- c. to include these requirements in all subContracts issued pursuant to this Contract when the subContract may involve the transport of equipment, material, or commodities by ocean vessel.

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

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subContract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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

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

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

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

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

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

Date:

10/11/2010

Compliant

(TESTING NOT REQUIRED ON
RAISED ROOF VANS. DOCUMENT IS
ATTACHED.)

Signature:

David Brown

Company Name:

Mobility Transportation Services

Title:

PRESIDENT

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

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

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

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

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

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

(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: 10/14/2010

Signature: [Handwritten Signature]

Company Name: Mobility Transportation Services

Title: PRESIDENT



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

David Brown Signature of Contractor's Authorized Official

David Brown, PRESIDENT Name and Title of Contractor's Authorized Official

10/11/2010 Date

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

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes Contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated Contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a Contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the Contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subContracts.



Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I <u>State Grantees</u> a. Contracts below SAT (\$100,000) b. Contracts above \$100,000/Capital Projects	None None unless ¹ non-competitive award	Those imposed on state pass thru to Contractor	None Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None None unless non-competitive award	None None unless non-competitive award	None None unless non-competitive award
II <u>Non State Grantees</u> a. Contracts below SAT (\$100,000) b. Contracts above \$100,000/Capital Projects	Yes ³ Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes Yes	Yes Yes	Yes Yes	Yes Yes

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 or 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 the **State of Michigan**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

16. PRIVACY ACT REQUIREMENTS 5 U.S.C. 552

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

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

17. CIVIL RIGHTS REQUIREMENTS 29 U.S.C. § 623, 42 U.S.C. § 2000/42 U.S.C. § 6102, 42 U.S.C. § 12112/42 U.S.C. § 12132, 49 U.S.C. § 5332/29 CFR Part 1630/41 CFR Parts 60 et seq.



The following requirements apply to the underlying Contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

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

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

18. BREACHES AND DISPUTE RESOLUTION 49 CFR Part 18/FTA Circular 4220.1F

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

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.



Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

19. DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26

- a. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. DOT-assisted Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the **State of Michigan** deems appropriate. Each subContract the Contractor signs with a subContractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- b. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. Each subContract the Contractor signs with a subContractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
Accordingly, as a condition of permission to bid, a certification must be completed and submitted with the bid. A bid which does not include certification may not be considered.

20. DBE TRANSIT VEHICLE MANUFACTURER CERTIFICATION

Mobility Transportation Services (Name of Manufacturer), a TVM, hereby certifies that it has complied with the requirement of Section 26.49 of 49 CFR, Part 26 by submitting a current annual DBE goal to FTA. The goals apply to Federal Fiscal Year 2011 (October 1, 2010 to September 30, 2011) and have been approved or not disapproved by FTA.

Mobility Transportation Services (Name of Contract Vendor), hereby certifies that the manufacturer of the transit vehicle to be supplied Mobility Transportation Services (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 the **State of Michigan** to be in violation of the FTA terms and conditions.



Article 6 – ARRA Terms

SOLICITATION & AWARD TERMS FOR ASSISTANCE AGREEMENTS THAT INCLUDE FUNDS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009, PUBLIC LAW 111-5

Article 6: Terms and Conditions for American Recovery and Reinvestment (ARRA) of 2009 Funded

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Article 6: Terms and Conditions for American Recovery and Reinvestment (ARRA) of 2009 Funded Contracts

6.000 Sub-Recipients Requirements

Contractor shall include these terms, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

6.010 Reporting & Registration Requirements (Section 1512)

Division A, Title XV, Section 1512 of the ARRA outlines reporting requirements. Not later than ten calendar days after the end of each calendar quarter, the State must submit a report that, at a minimum, contains the information specified in Section 1512 of the ARRA. It is imperative all contracts involving the use of ARRA funds include requirements that the Contractor supply the State with the necessary information to provide these reports (see RFP Section 1.042 Reports) in a timely manner.

The Contractor's failure to provide complete, accurate, and timely reports shall constitute an "Event of Default". Upon the occurrence of an Event of Default, the state department or agency may terminate this contract upon 30 days prior written notice if the default remains uncured within five calendar days following the last day of the calendar quarter, in addition to any other remedy available to the state department or agency in law or equity.

6.020 Buy American Requirement (Section 1605)

6.022 Required Use of American Iron, Steel, and Other Manufactured Goods

(a) **Definitions.** As used in this Section 6.020 —

"Designated Country" means Aruba, Australia, Austria, Belgium, Bulgaria, Chile, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom.



“Designated country iron, steel, and/or manufactured goods” mean iron, steel and/or a manufactured good that:

- (1) Is wholly the growth, product or manufacture of a Designated Country; or
- (2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in a Designated County into a new and different manufactured good distinct from the materials from which it was transformed.

“Domestic iron, steel and/or manufactured good” is iron, steel and/or a manufactured good that:

- (1) Is wholly the growth, product or manufacture of the United States; or
- (2) In the case of a manufactured good that consists in whole or in part of materials from another county, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There in no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of goods occurs in the United States.

“Federal Agency” means the department or agency of the federal government that awarded funds to the State of Michigan from the ARRA that finance the project described in this RFP.

“Foreign iron, steel and/or manufactured good” means iron, steel and/or manufactured good that is not domestic or Designated country iron, steel and/or manufactured goods.

“Manufactured good” means a good brought to the construction site for incorporation into the building or work that has been--

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

“Public building” and “public work” means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

- (1) This term and condition implements:

- (i) Section 1605(a) of Division A, Title XVI of the ARRA by requiring that all iron, steel, and manufactured goods used in the public building or public work are produced in the United States; and

- (ii) Section 1605(d) of Division A, Title XVI of the ARRA, which requires the application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of Section 1605 of the ARRA do not apply to Designated country iron, steel, and/or manufactured goods procured for projects with an estimated value of \$7,433,000 or more.

- (2) The Contractor shall use only domestic or Designated country iron, steel and/or manufactured goods in performing work funded in whole or in part with funds available under the ARRA, except as provided in subparagraphs (3) and (4) of this paragraph (b).

(3) The requirement in paragraph (2) of this Section 6.022(b) does not apply to the material listed by the Federal Agency as follows:

NONE

[List applicable excepted materials or indicate “none”]

(4) The Federal Agency may add other iron, steel, and/or manufactured goods to the list in paragraph (b) (3) of this Section if the Federal government determines that—

- (i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

- (ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or



(iii) The application of section 1605 of the ARRA would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the ARRA.*

(1)(i) Any Bidder's request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b) (4) of this Section shall include adequate information for Federal Agency evaluation of the request, including—

- (A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
- (B) Unit of measure;
- (C) Quantity;
- (D) Cost;
- (E) Time of delivery or availability;
- (F) Location of the project;
- (G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this term and condition.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this Section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Contractor's request for a determination submitted after ARRA funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the Contractor does not submit a satisfactory explanation, the Federal Agency need not make a determination.

(2) If the Federal Agency determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the ARRA applies, the State will amend the contract to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended contract shall reflect adjustment of the contract amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the State shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Agency determines that an exception to section 1605 of the ARRA applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) **Data.** To permit evaluation of requests under subparagraph (b)(4) of this Section based on unreasonable cost, the Bidder shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC ITEMS COST COMPARISON				
Description	Unit of Measure	Quantity	Cost (Dollars)*	
Item 1:				
Foreign steel, iron, or manufactured good	_____	_____	_____	
Domestic steel, iron, or manufactured good	_____	_____	_____	
Item 2:				
Foreign steel, iron, or manufactured good	_____	_____	_____	
Domestic steel, iron, or manufactured good	_____	_____	_____	

[No waivers filed for. These vans comply with all "Buy America" requirements.]



6.024 Notice of Required Use of American Iron, Steel, and Other Manufactured Goods

REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS—SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

(a) Definitions. “Designated country iron, steel and/or manufactured goods,” “domestic iron, steel and/or manufactured goods,” “Federal Agency,” “Foreign iron, steel and/or manufactured good,” “Manufactured good,” “public building and public work,” and “steel,” as used in this Section, are defined in Section 6.022(a).

(b) **Requests for determinations of inapplicability.** A prospective Bidder requesting a determination regarding the inapplicability of section 1605 of the ARRA should submit the request to the Federal Agency in time to allow a determination before submission of applications or proposals. Bidders should provide a copy of this request to DTMB. The prospective applicant shall include the information and applicable supporting data required by paragraphs (c) and (d) of Section 6.022 of this RFP in the request. If Bidder has not requested a determination regarding the inapplicability of Section 1605 of the ARRA before submitting its application or proposal, or has not received a response to a previous request, the applicant shall include the information and supporting data in the application or proposal. The Federal Agency is sole entity authorized to make determinations regarding the inapplicability of Section 1605 of the ARRA.

(c) *Evaluation of project proposals.*

If the Federal Agency determines that an exception based on unreasonable cost of domestic iron, steel, and/or manufactured goods applies, the State will evaluate a project requesting an exception to the requirements of section 1605 of the ARRA by adding to the estimated total cost of the project 25 percent of the project cost, if foreign iron, steel, or manufactured goods are used in the project based on unreasonable cost of comparable manufactured domestic iron, steel, and/or manufactured goods.

(d) *Alternate project proposals.*

(1) When a project proposal includes foreign iron, steel, and/or manufactured goods, other than Designated country iron, steel and/or manufactured goods, not listed in paragraph (b)(3) of the Section 6.022, the Bidder also may submit an alternate proposal based on use of equivalent domestic iron, steel, and/or manufactured goods.

(2) If an alternate proposal is submitted, the Bidder shall submit a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of Section 6.022 of this RFP for the proposal that is based on the use of any foreign iron, steel, and/or manufactured goods for which the Federal Agency has not yet determined an exception applies.

(3) If the Federal Agency determines that a particular exception requested in accordance with paragraph (b) of Section 6.022 of this RFP does not apply, the State will evaluate only those proposals based on use of the equivalent domestic or designated country iron, steel, and/or manufactured goods, and the Contractor shall be required to furnish such domestic or designated country items.

6.030 Wage Rate Requirements (Section 1606)

All laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. (See ARRA Sec. 1606 & RFP Section 2.204 Prevailing Wage). The Secretary of Labor’s determination regarding the prevailing wages applicable in Michigan is available at <http://www.gpo.gov/davisbacon/mi.html>.

6.040 Inspection & Audit of Records

The Contractor shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1998 or his representative (1) to examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) to interview any officer or employee of the Contractor or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the ARRA.

6.050 Whistle Blower Protection for Recipients of Funds

Contractor shall not discharge, demote or otherwise discriminate against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract or grant relating to Covered Funds; (2) a gross waste of Covered Funds; (3) a substantial and specific danger to



public health or safety related to the implementation or use of Covered Funds; an aVEHICLEe of authority related to implementation or use of Covered Funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to Covered Funds. In this Subsection, "Covered Funds" shall have the same meaning as set forth in Section 1553(g)(2) of Division A, Title XV of the ARRA.

(a) Recipient must post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA. (For the Michigan Civil Service Whistle Blowers Rule 2-10 link to: http://www.michigan.gov/mdcs/0,1607,7-147-6877_8155-72500--,00.html)

(b) The Contractor shall include the substance of this clause including this paragraph (b) in all subcontracts.

6.060 Funding of Programs

The Contractor acknowledges that the programs supported with temporary federal funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, will not be continued with state financed appropriations once the temporary federal funds are expended.

6.070 Fixed Price- Competitively Bid

Contractor, to the maximum extent possible, shall award any subcontracts funded, in whole or in part, with ARRA funds as fixed-price contracts through the use of competitive procedures.

6.080 Segregation of Costs

Contractor shall segregate obligations and expenditures of ARRA funds from other funding. No part of funds made available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be comingled with any other funds or used for a purpose other than that of making payments for costs allowable under the ARRA.

6.090 Publication

All contract solicitations funded in whole or in part with ARRA funds will be posted on the www.bid4michigan.com website. All contracts resulting from the ARRA will be published on the State of Michigan's Recovery Web site, www.michigan.gov/recovery.

Contractor shall include the Michigan Recovery logo on all signage or other publications in connection with the activities funded by the State of Michigan through funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

6.100 Buy Michigan Preference

A preference is given to products manufactured or services offered by Michigan-based firms if all other things are equal and if not inconsistent with federal statute (see MCL 18.1261).

6.110 Non- Discrimination

The Contractor shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and other civil rights laws applicable to recipients of Federal financial assistance (see RFP Section 2.201 Non-Discrimination).

6.120 Prohibition on Use of Funds

None of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

6.130 False Claims Act

The Contractor shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

**6.140 Conflicting Requirements**

Where ARRA requirements conflict with existing state requirements, ARRA requirements control.

6.150 Job Opportunity Posting Requirements

Contractor shall post notice of job opportunities created in connection with activities funded in whole or in part with ARRA funds in the Michigan Talent Bank, www.michworks.org/mtb.

SIGNATURE AUTHORITY

I/We certify that the undersigned is authorized to submit bids/quotations on behalf of David Brown. The information provided about Mobility Transportation Services ability to provide the goods and/or services outlined in this solicitation document is true and accurate. I/We understand that our product and/or service offerings must be in compliance with all requirements of this solicitation document.

MOBILITY TRANSPORTATION SERVICES

Name of Bidder/Contractor/Supplier

42000 KOPPERNICK, SUITE A3

Canton, MI 48187

Address of Contractor/Supplier

(734)453-6452

(734)453-6708

Telephone and Fax No. of Contractor/Supplier

DAVE@MOBILITYTRANS.COM

E-mail Address of Contractor/Supplier

Signature of Contractor/Supplier's Authorized Representative

President

Title of Supplier Representative

12/27/2010

Date

**APPENDIX D – Affidavit – Driver Delivery****Affidavit for Driver Delivery**

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

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

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

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

Signed

12/27/2010

Date

President

Title

Mobility Transportation Services

Contractor

(This signature on this statement applies to this statement only, the RFP form must be signed to be considered for award.)



APPENDIX E – ISO-QVM-FMVSS



Perry Johnson Registrars, Inc.

October 11, 2010

Mr. Dave Brown
Mobility Transportation Services
42000 Koppernick
Suite A3
Canton, MI 48187
United States

Dear Mr. Dave Brown:

Perry Johnson Registrars, Inc. would like to congratulate **Mobility Transportation Services** for passing and completing your certification audit on September 3, 2010 to the ISO 9001:2008/No Design standard. The Executive Committee has approved your facility for certification and is in favor of granting you a certificate of registration.

The certification department will be processing all of your paperwork shortly. You will receive your certificates reflecting the approval date of October 8, 2010.

Thank you for choosing Perry Johnson Registrars. We look forward to future business with Mobility Transportation Services.

Sincerely,

Jennifer Jahn
Audit Program Coordinator
1-800-800-7910 or (248) 358-3388 Ext. 4715



MOBILITY

TRANSPORTATION SERVICES

IS NOW
FORD QVM CERTIFIED
AND
ISO 9001 CERTIFIED

**FMVSS 220 Certification**

Please accept this certification and attached documentation regarding compliance of vans with roofs altered by Mobility Transportation Services.

David Brown, Mobility Transportation Services



APPENDIX F – Warranties



The enclosed warranty will be subject to more detailed requirements...

CUSTOMER WARRANTY INFORMATION

MTS LIMITED WARRANTY

Mobility Transportation Services (MTS) warrants the first registered owner for a period of 12 months, unlimited mileage, from the date of purchase, that the vehicle will be free from substantial defects in materials and workmanship attributable to MTS.

WARRANTY PERFORMANCE

MTS will remedy any substantial defect free of charge to the owner. Owner shall bear transportation related expenses to the nearest mutually agreeable service center capable of affecting the needed repair. Repairs shall be performed as expeditiously as possible. MTS is not responsible for costs due to lost availability of the vehicle. Labor cost is not to exceed \$65 per hour.

WARRANTY EXCLUSIONS

MTS does not warrant: damage caused by misuse, neglect, or above normal commercial use. Damage to soft interior trim due to cuts or scuffs. Accessories or parts not manufactured by MTS. The manufacturers of the accessories provide performance warranties of their own.

WARRANTY TERMINATION

This warranty ends at the end of 12 months from the date of delivery to the first owner or date conversion is completed should MTS not be involved with providing the chassis.

WARRANTY CLAIMS PROCEDURE

All warranty service **MUST BE APPROVED IN WRITING IN ADVANCE** by MTS. MTS must be informed of a claim prior to the expiration of the warranty. Notice by phone is acceptable but does not constitute proof of contact for the expiration of the warranty. MTS contact information: PHONE: 800-496-4280 or 734-453-6452 FAX: 734-453-6708 or EMAIL: info@mobilitytrans.com or MAIL: 42000 Koppernick #A3 Canton MI 48187 ATTN: Service Dept.

FORD WARRANTY

Ford warranties any Ford equipment for 36mo/36,000 miles, whichever comes first. The power train is warranted for 60mo/60,000 miles. Emission components for 100,000 miles. Other warranties and accommodations may be made. Service can be provided by any authorized Ford dealer.

BRAUN WARRANTY

The Braun Corporation (Braun) warranty covers certain parts of this wheelchair lift for three (3) years or 10,000 cycles and the cost of labor to repair or replace those parts for one (1) year or 3,000 cycles. If Braun receives the warranty registration card within 20 days after in-service date, the warranty labor coverage will increase from one (1) year or 3,000 cycles to three (3) years or 10,000 cycles. In addition, providing the warranty registration card is returned as noted above, the following lift's power train parts are warranted for five (5) years or 15,000 cycles: cable, cylinder, flow control, gear box, motor, pump, hydraulic hose and fittings. This limited warranty covers substantial defects in materials and workmanship of the lift, provided that the lift is operated and maintained properly and in conformity with the owner's manual. The warranty period begins on the product's in-service date to the first retail purchaser by an independent, authorized Braun dealer. This limited warranty applies only to the first purchaser. It may not be transferred.

MTS requires any person(s) that will be operating the wheelchair lift to "watch" the OPERATIONAL VIDEO included with the wheelchair lift BEFORE usage of the wheelchair lift.

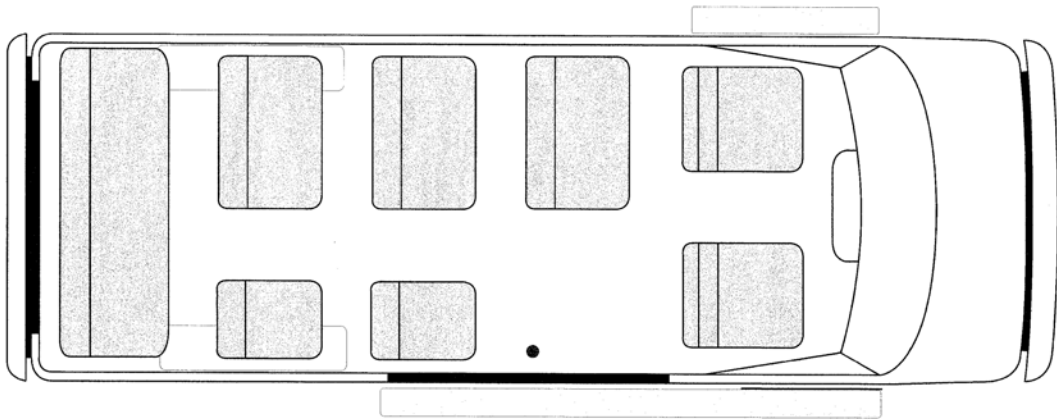
THERE ARE NO IMPLIED OR VERBAL WARRANTIES BEYOND THIS WRITTEN WARRANTY. INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARE NOT COVERED. SOME STATE DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THIS LIMITATION MAY NOT APPLY TO YOU.

MTS-115
CUSTOMER WARRANTY INFORMATION
ID: 8/3/2010



APPENDIX G – Van Layout

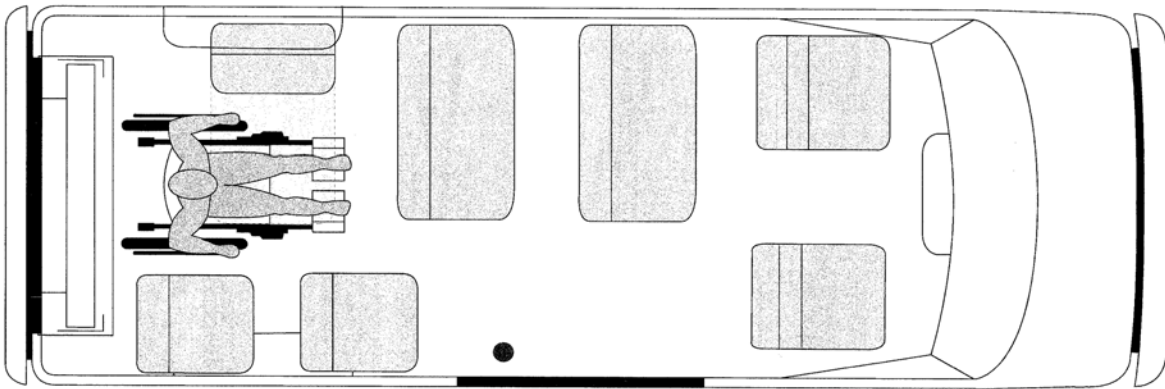
A. Center Aisle 13 pass. van





APPENDIX G – Van Layout

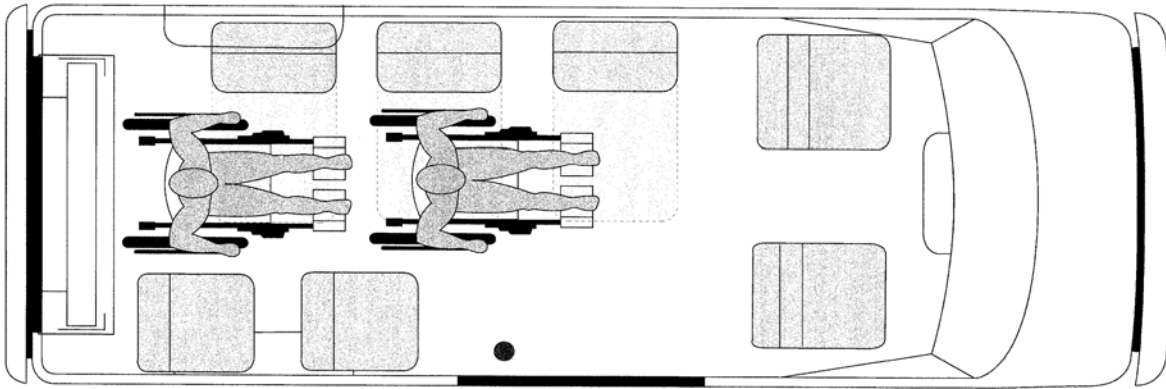
B. 7 Ambulatory, 1 W/C plus driver or 9 ambulatory plus driver





APPENDIX G – Van Layout

- C. 5 ambulatory, 2 W/C plus driver
or 7 ambulatory, 1 W/C plus driver
or 9 ambulatory, plus driver



**APPENDIX H – Transit Authorities**

1/22/2010 Transit Agency Address/Phone Numbers

Lenawee

E-Mail Address: mbohannon@ci.adrian.mi.us

Adrian Dial-A-Ride**Ms. Marcia Bohannon**

135 East Maumee Street

Adrian, MI 49221

Telephone No. (517) 264-4849 Fax No. (517) 264-8016

Allegan

E-Mail Address: dwedge@allegancounty.org

Allegan County - Transportation Services**Mr. Daniel Wedge**

750 Airway Drive

Allegan, MI 49010

Telephone No. (269) 686-4529 Fax No. (269) 673-2190

Allegan

E-Mail Address:

Allegan County CMH**Ms. Wendy Adrianson**

3283 122nd Ave.

P.O. Drawer 130

Allegan, MI 49010

Telephone No. (269) 673-3400 Fax No. (269) 686-5201

Gratiot

E-Mail Address: rsumner@ci.alma.mi.us

Alma Dial-A-Ride**Mr. Randy Sumner**

City of Alma Transit Center

PO Box 278

Alma, MI 48801-0278

Telephone No. 989 463-6016 Fax No. 989 466-5307

Alpena

E-Mail Address: EdmondsB@PrellsServices.com

Alpena, City of**Mr. Greg Sundin**

208 North First

Alpena, MI 49707

Telephone No. 989 354-4158 Fax No. 989 354-4585

Alger

E-Mail Address: altranco@jamadots.com

ALTRAN Transit Authority**Ms. Rochelle Cotey**

P.O. Box 69

Munising, MI 49862

Telephone No. (906) 387-4845 Fax No. (906) 387-2963

**1/22/2010 Transit Agency Address/Phone Numbers****Kent**

E-Mail Address: tslaughter@ggr.redcross.org

American Red Cross Of West Central Michigan**Ms. Cheryl Bremer**

1050 Fuller NE

Grand Rapids, MI 49503

Telephone No. (616) 456-8661 Fax No. (616) 235-2355

Muskegon

E-Mail Address: brinksl@arcmon.org

American Red Cross Serving Muskegon, Oceana and Newaygo Counti**Ms. Lois Brinks**

313 W. Webster Avenue

Muskegon, MI 49440

Telephone No. 231 726-3555 Fax No. 231 722-4126

Washtenaw

E-Mail Address: cwhite@theride.org

Ann Arbor Transportation Authority**Mr. Michael Ford**

2700 S. Industrial Hwy.

Ann Arbor, MI 48104

Telephone No. (734) 973-6500 Fax No. (734) 973-6338

Antrim

E-Mail Address: meachama@antrimcounty.org

Antrim County Transportation**Mr. Alan Meacham**

P.O. Box 120

Bellaire, MI 49615

Telephone No. (231) 533-8644 Fax No. (231) 533-8504

Wayne

E-Mail Address:

Area Agency on Aging Region 1-B**Mr. Jim McGuire**

400 Franklin Center, 29100

Northwestern Highway

Southfield, MI 48034

Telephone No. (313) 569-0333 Fax No.

Kent

E-Mail Address: sgillespie@acset.org



1/22/2010 Transit Agency Address/Phone Numbers

Arenac

E-Mail Address:

Arenac Opportunities, Inc.

Ms. Elaine Koin

4358 Airpark Drive PO Box 512

Standish, MI 48658

Telephone No. 989 846-4441 Fax No. 989 846-2137

Arenac

E-Mail Address: mstoner@baymetro.com

Arenac/Bay Service

Mr. Mike Stoner

1510 North Johnson

Bay City, MI 48708

Telephone No. 989 894-2900 Fax No. 989 894-2621

Houghton

E-Mail Address: bhkcaa@att.net

Baraga/Houghton/Keweenaw CAA

Ms. Jean LaBerge

926 Dodge Street

Houghton, MI 49931

Telephone No. (906) 482-5528 Fax No. (906) 482-5512

Baraga

E-Mail Address: bscinc@up.net

Baragaland Senior Citizen, Inc.

Ms. Pamela Anderson

Six North Main Street

L'Anse, MI 49946

Telephone No. (906) 524-6711 Fax No. (906) 524-6922

Barry

E-Mail Address: joebm@yahoo.com

Barry County Transit

Mr. Joseph Bleam

1216 W. State St.

Hastings, MI 49058

Telephone No. (269) 948-8174 Fax No. (269) 948-8154

Calhoun

E-Mail Address: jphutchison@ci.battle-creek.mi.us



1/22/2010 Transit Agency Address/Phone Numbers

Grand Traverse

E-Mail Address: menzelt@bata.net

Bay Area Transportation Authority**Mr. Thomas Menzel**

3233 Cass Road

Traverse City, MI 49684

Telephone No. (231) 933-5545 Fax No. (231) 941-9091

Bay

E-Mail Address: mstoner@baymetro.com

Bay Metro Transportation Authority**Mr. Mike Stoner**

1510 North Johnson

Bay City, MI 48708

Telephone No. 989 894-2900 Fax No. 989 894-2621

Charlevoix

E-Mail Address: bitaboat@tds.net

Beaver Island Transportation Authority**Ms. Barbara Schwartzfisher**

P.O. Box 426

Beaver Island, MI 49782

Telephone No. (231) 448-3049 Fax No. 231-448-3120

Monroe

E-Mail Address:

Bedford Health Van**Ms. Meg Smith**

1623 West Sterns Road

Temperance, MI 48182

Telephone No. (734) 850-6034 Fax No.

Ionia

E-Mail Address: dialaride@ci.belding.mi.us

Belding Dial-A-Ride**Ms. Suzanne Christensen**

Pere Marquette Depot

100 Depot Street

Belding, MI 48809

Telephone No. (616) 794-3278 Fax No. (616) 794-4817

Wayne

E-Mail Address:

Belleville, City of**Ms. Diane Kollmeyer**

Six Main Street

Belleville, MI 48111

Telephone No.



1/22/2010 Transit Agency Address/Phone Numbers

Benzie

E-Mail Address: dksever@centurytel.net

Benzie County COA

Ms. Debbie Sever

10542 Main Street, P.O. Box 337

Honor, MI 49640

Telephone No. (231) 325-4851 Fax No. (231)325-4855

Benzie

E-Mail Address: smillerbenziebus@charterinternet.com

Benzie Transportation Authority

Ms. Susan Miller

P.O. Box 341

Honor, MI 49640

Telephone No. (231) 325-3000 Fax No. (231)325-3007

Oakland

E-Mail Address:

Berkley

Ms. Chris Doe

2400 Robina

Berkley, MI 48072

Telephone No. (248) 546-2450 Fax No.

Berrien

E-Mail Address: dschuh@berriencounty.org

Berrien County

Mr. Dennis Schuh

701 Main Street

St. Joseph, MI 49085

Telephone No. (269) 983-7111 Fax No. (269) 982-8611

Mecosta

E-Mail Address: dfuller@ci.big-rapids.mi.us

Big Rapids Dial-A-Ride

Ms. Dawn Fuller

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Lutheran Home of Frankenmuth

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Ottawa

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Macatawa Area Express (MAX) (Holland)

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1/22/2010 Transit Agency Address/Phone Numbers

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Macomb

E-Mail Address:

Macomb Co. Community Services Agency**Mr. Stephen Harrell**

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Macomb

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Macomb Co. Interfaith Volunteer Caregivers**Ms. Karyn Dombrowski Curro**

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Macomb

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ManisteeE-Mail Address: mcti@charterinternet.com**Manistee County Transportation, Inc.****Mr. Dick Strevey**

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1/22/2010 Transit Agency Address/Phone Numbers

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Calhoun

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Marshall, City of

Mr. Tim Eggleston

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Ypsilanti - Ann Arbor Transportation Authority

Mr. Christopher White



APPENDIX I – Salt Tests

FROM :

FAX NO. :

Mar. 19 2002 09:09AM P5

Mar 18 02 09:44a

P. 4

**AmeriCoats**

a division of Coatings International, Inc.

3429 N. Runge Street, Franklin Park, Illinois 60131

Phone (847)455-1400 Fax (847)455-2797 <http://www.americoats.com>

TECHNICAL DATA SHEET

Polyester Urethane yields highly decorative powder coatings suitable for application to product exposed to direct sunlight. This type of coating is not suitable for thick film applications above four mills. Polyester Urethane powder coatings produce exceptionally smooth finishes at lower film thickness. This type of coating is applied to patio furniture, automotive trim, truck bodies, architectural extrusion, fire extinguishers, wire cloths, lawn and garden equipment, fencing and related items.

PRODUCT CODE: UBK-3006

PRODUCT TYPE: Polyester Urethane

PRODUCT NAME: Ink Black

TYPICAL PROPERTIES	TEST METHODS	RESULTS
Specific Gravity	PCI # 4	1.45 ± 0.05
Coverage	Theoretical	133 ± 4.0 Sqft/lb @ 1 mil
Gloss @ 60 Degree	ASTM D523	30 ± 5
Over Bake Resistance	ASTM D2454	100%
Pencil Hardness	ASTM D3363	H - 2H
Direct Impact	ASTM D2794	160 in lbs
Reverse Impact	ASTM D2794	160 in lbs
Cross Hatch, Adhesion	ASTM D3359B	Pass
Mandrel Bend, Flexibility	ASTM D522	1/4" no crack
MEK Resistance	PCI # 8	50 + D/R
Abrasion Resistance	ASTM D1044	Good
Salt Spray	ASTM B117	1000 Hrs
Humidity	ASTM D2247	1000 Hrs

APPLICATION	Cure Schedule	Rec. Film Thickness
Electrostatic Spray: Cold	10' @ 400 Degree F	1.5 to 2.5 mil
Substrate: C.R.S.		
Pretreatment: Bonderite 1000		

Note: All tests performed on Bonderite 1000 (Iron Phosphate) treated panels.

Shelf Life: 1 Year from the date of purchase, when stored under 75 degree F

Warranty Policy: The surface preparation application procedure and other factors that affect performance are beyond our control. AmeriCoats assumes no liability for coating failure other than to supply replacement material for the coating shown to be defective. Do not use this product until the current material safety data sheet has been read and is fully understood. AmeriCoats shall not be liable for any injuries, damages or other losses deriving directly or in consequence of purchaser's use of product. Purchaser shall determine the suitability of this product for his own use and thereby assumes all risks and liabilities in connection therewith.



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TECHNICAL SUMMARY



DuPont Powder Coatings

Product Data

Excellence in Coatings
Number: EFB408S3March 20, 1996Name: Pac BlackType: Epoxy

TEST METHODS

ASTM D5965-96, C

ASTM D3451-92, 13

POWDER PROPERTIES

Specific Gravity 1.35 ± 0.05
 Theoretical Coverage 142 ft²/lb/mil
 Mass Loss During Cure < 1%
 Maximum Storage Temp. 75°F

COATING PROPERTIES

ASTM D523-89	Gloss at 60°	20-30
DPC TM 10.219	PCI Powder Smoothness	8
ASTM D2454-95	Overbake Resistance, Time	100%
ASTM D3363-92a	Pencil Hardness	2H-3H
ASTM D2794-93	Dir / Rev Impact, Gardner	80 / 80 in/lbs
ASTM D3359-97	Adhesion, Cross Hatch	5B Pass
ASTM D522-93a	Flexibility, Mandrel	1/4 in. dia., no fracture
ASTM B117-97	Salt Spray	1,000 hrs
UL DTOV2 Organic Coatings	Steel Enclosures, Elect. Eq.	Recognized
GM4350M, A336	Various	Pass
Deere HOR10007, II, A	Various	Pass
PACCAR CS0030	Prime Paint, Al+chromate or Ferrous+phosphate	Approved

APPLICATION

Electrostatic Spray, Cold

Substrate: 0.032 in. CRS

Pretreatment: Bonderite 1000

Cure Schedule:

(Time at substrate temperature)

10 Minutes @ 400°F

Film Thickness: 1.3-1.8 Mils

Prepared 07/17/2000

[R&D 10.201-2 07/99]

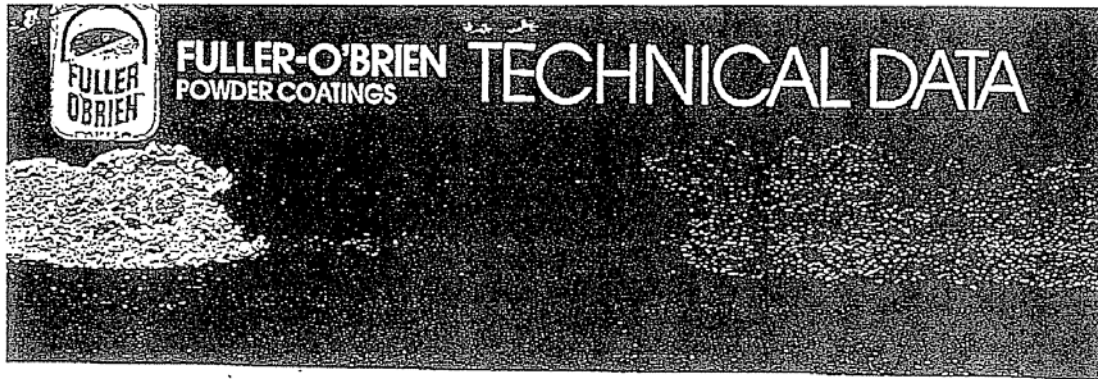


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 4130 Lyman Ct. Hilliard, OH 43026-1213 1-800-667-9610 fax: 614-771-4139



WARRANTY NOTICE: DuPont Powder Coatings, U.S.A., Inc. (Seller) certifies that all coatings, delivered to purchaser in unopened factory-sealed containers meet all pertinent quality standards intended in its current published literature. Since matters of proper mix, application, curing procedures and other local factors that affect coating performance are beyond Seller's control, Seller assumes no liability for coating failure other than to promptly refund or replace material for a coating material proven to be defective. Do not use this product until the current Material Safety Data Sheet has been read and is fully understood. Seller will not be liable for any injuries, damages or other losses, direct, indirect or otherwise, incurred by or on account of use of the product. Purchaser will determine suitability of this product for its use and thereby assumes all risks and liabilities in connection therewith. DUPONT POWDER COATINGS U.S.A., INC. DISCLAIMS ALL OTHER WARRANTIES RELATING TO ITS PRODUCTS, AND DISCLAIMS ALL WARRANTIES RELATING TO THEIR APPLICATION, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES.

7-04-000

PRODUCT CODE: EFB-408-S3DATE: 6/24/92PRODUCT NAME: PAC BLACKQUALITY: EPOXYTEST METHODS

ASTM D3451 (18.3)

ASTM D3451(13)

POWDER PROPERTIES

Specific Gravity

1.35 ± 0.05

Theoretical Coverage

143 ± 4.0 Ft²/Lb/Mil

Volatile Content

< 0.5 %

Storage Temp. Maximum

75 °FCOATING PROPERTIES

ASTM D523

Gloss 20° / 60°

NA/ 20 - 30

ASTM D2454

Overbake Resistance Time

100%

ASTM D3363

Pencil Hardness

H - 2H

ASTM D2794 (Modified)

Direct Impact, Gardner

80 in. lbs. @ 1.3 - 1.8 Mils

ASTM D2794 (Modified)

Reverse Impact, Gardner

80 in. lbs. @ 1.3 - 1.8 Mils

ASTM D3359B

Adhesion, Cross Hatch

5B Pass

ASTM D522

Flexibility, Mandrel

1/8" @ 1.3 - 1.8Mils No Fracture

Abrasion Resistance

Solvent Resistance

Water Immersion

Hrs. Passed

ASTM D870

Salt Spray

1000Hrs.

ASTM B117

Humidity

1000Hrs.

ASTM D2247

Detergent

APPLICATIONElectrostatic Spray: ☒ Cold☐ Hot

Fluid Bed () Preheat

☐ °FSubstrate: 0.032 CRS

Cure Schedule:

10 Minutes @ 400 °F

or

Minutes @ °FPretreatment: Bonderite 1000Rec. Film Thickness 1.3 - 1.8 Mils

WARRANTY POLICY: The seller certifies that all coatings delivered to the customer in unopened factory filled containers will meet all pertinent quality standards presented in our current published literature. Since matters of surface preparation, application procedures, and other local factors that affect performance are beyond our control, we assume no liability for coating failure other than to supply replacement material for a coating shown to be defective. Do not use this product until the current Material Safety Data Sheet has been read and is fully understood. Manufacturer shall not be liable for any property, damage or other losses directly or indirectly in consequence of the purchaser's use of the product. Purchaser shall determine suitability of this product for his own use, and thereby assumes all risks and liabilities in connection therewith.

THE O'BRIEN CORPORATION

Powder Coatings Division

Houston, Texas 77021