



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

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

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **171 – 180000000885**
between
THE STATE OF MICHIGAN
and

CONTRACTOR	Mobility Transportation Services
	42000 Koppernick
	Canton, MI 48187
	Dave Brown
	(800) 496-4280
	dave@mobilitytrans.com
	CV0037199

STATE	Program Manager	Jeff Turner	MDOT
		(517) 335-3282	
		Turnerj3@michigan.gov	
STATE	Contract Administrator	Yvon Dufour	DTMB
		(517) 249-0455	
		dufoury@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Accessible Vehicles – Modified Chassis Minivan			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
9/1/2018	8/31/2020	Two, 1 year options	
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
MISCELLANEOUS INFORMATION			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$10,545,000

FOR THE CONTRACTOR:

Mobility Transportation Services
Company Name


Authorized Agent Signature

David Brown
Authorized Agent (Print or Type)

8/24/2018
Date

FOR THE STATE:


Signature

Pamela Platte, Division Director - Commodities
Name & Title

DTMB - Procurement
Agency

8-27-2018
Date



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Mobility Transportation Services (“**Contractor**”), a Michigan Corporation. This Contract is effective on September 1, 2018 (“**Effective Date**”), and unless terminated, expires on August 31, 2020.

This Contract may be renewed for up to two (2) additional one (1) year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

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

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

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

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

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

If to State:	If to Contractor:
<i>Yvon Dufour</i> 525 W. Allegan, Constitution Hall, 1 st Floor NE Lansing, MI 48933 dufoury@michigan.gov (517) 249-0455	Dave Brown Mobility Transportation Services 42000 Koppernick, A3 Canton, MI 48187 dave@mobilitytrans.com (734) 453 - 6452 ext. 202

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State: Yvon Dufour 525 W. Allegan, Constitution Hall, 1 st Floor NE Lansing, MI 48933 dufoury@michigan.gov (517) 249-0455	Contractor: Dave Brown Mobility Transportation Services 42000 Koppnick, A3 Canton, MI 48187 dave@mobilitytrans.com (734) 453 - 6452 ext. 202
--	--

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

State: Jeff Turner 425 W Ottawa St Lansing, MI 48908 turnerj3@michigan.gov 517-335-3282	Contractor: Dave Brown Mobility Transportation Services 42000 Koppnick, A3 Canton, MI 48187 dave@mobilitytrans.com (734) 453 - 6452 ext. 202
--	--

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0. Coverage must not have exclusions or limitations related to sexual abuse and molestation liability.
Automobile Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2)

	include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
Hired and Non-Owned Motor Vehicle Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Accident	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds.

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

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

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

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

Department of Technology, Management and Budget
Cashiering
P.O. Box 30681
Lansing, MI 48909

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

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

- 8. Reserved.**

9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.
10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.
15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i)

reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

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

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

17. **Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Schedule A. All containers and packaging becomes the State's exclusive property upon acceptance.
18. **Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.
19. **Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Schedule A. If the Contract Activities do not function as warranted during the warranty period the State may return such non-conforming Contract Activities to the Contractor for a full refund.
20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

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

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

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

22. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
23. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

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

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

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

Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

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

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

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

27. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
28. **Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
30. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
31. **Reserved.**
32. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
 - a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a)

has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term “Confidential Information” does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor’s responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State’s Confidential Information in confidence. At the State’s request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party’s possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State’s legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor’s Confidential Information will be destroyed after the retention period expires.

33. Reserved.

34. **Reserved.**

35. **Reserved.**

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

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

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

37. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

38. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.

40. **Reserved.**

41. **Reserved.**

42. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect

to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.

43. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
44. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
45. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
46. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
47. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
48. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
49. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
50. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and expressly incorporated schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

51. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
52. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
53. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
54. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

STATE OF MICHIGAN

Contract No. 18000000885
Accessible Passenger Vehicle

SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES

This contract is to provide two-axle commercial vehicles: Modified Minivan.

Requirements
1. Specifications
1.1 The Contractor must provide the following:
<p>A. The Contractor must provide an Accessible Passenger Vehicle (APV) per Schedule B, Specifications for Modified Minivan. In the Specification documents, all cells in "Product Detail or Pre-Approved Alternate" column must be completed by bidder for each item.</p> <p>Brands or trade names are for identification purposes only and do not limit the Contractor to such brands or trade names.</p>
<p>B. Chassis serial number, body number, axle ratio, gross vehicle weight rating (GVWR), seating capacity and paint codes shall be imprinted on a permanent decal(s) or stamped on a metal plate(s) and affixed in the driver's area of the vehicle (location to be approved by the State).</p> <p>i. The Contractor shall be capable of handling final inspection and corrections required by the State prior to acceptance of the minivan after a contract is awarded.</p> <p>ii. The Contractor must provide parts and service for a period of seven (7) years after the vehicles have been placed in service throughout the State of Michigan. The Contractor must supply body replacement parts within five (5) business days of a request by a transit agency unless the Contractor notifies the transit agency that the part is not available for shipment and provides the shipping date when the part will be available.</p> <p>iii. Regardless of options and seating plan ordered, the Contractor shall certify that all vehicles delivered shall not exceed the GVWR of chassis as bid (determined by engineering calculated loaded vehicle axle weights). Manufacturers shall comply with the chassis company's quality vehicle manufacturing program such as Ford's Quality Vehicle Modifier (QVM).</p>
1.2 Alternate Products and Equipment
<p>A. In the Schedule B, Specifications for Modified Minivan wherever brand, manufacturer, or product names are referenced it is included only for establishing a description of the minimum quality required for an item. This inclusion is not to be construed as advocating or prescribing the use of a particular brand, product, or item.</p>
1.3 Warranties
<p>The Contractor must provide warranties per Schedule B, Specifications for Modified Minivan, section VII. A. Requests for warranty repairs should be emailed or phoned to the Contractor prior to corrective action. The correction will be assigned to an employee, or contracted shop for correction.</p> <p>The State reserves the right to require additional warranties other than those identified by the Contractor in its response to this RFP.</p>
1.4 Recall Requirements and Procedures
<p>Agencies will be contacted by, phone, email or mail depending on the nature of the recall.</p>
1.5 Quality Assurance Program
<p>The Contractor and the body modifiers use QVM, and ISO9001.</p>
1.6 Incentives
<p>The Contractor allows trade-in's.</p>
2. Service Levels
2.1 Time Frames/Delivery
<p>All Contract Activities must be delivered within 210 business days from receipt of order. The receipt of order date is pursuant to Section 5, Delivery shall be made to the Ordering Entity.</p>
2.2 Training
<p>The Contractor will provide training when necessary, including but not limited to, aspects of ordering, shipping, billing, receiving, and vehicle maintenance. At the request of the State, the Contractor will provide in-service</p>

training on products, installation, and product safety issues. The Contractor will also provide training jointly with the Ordering Entity as needed during the period covered by the Contract at no additional charge.
2.3 Reporting
The Contractor must submit, to the Program Manager quarterly reports which include agency name, vehicle(s) purchased, options, price, date ordered, date delivered, funding used: (Federal/State/Local).
2.4 Documents
The Contractor must prepare and submit all documents listed in Schedule B, Specifications for Modified Minivan , section VIII.
2.5 Meetings
Meetings requested by the State include, but are not limited to, the pilot and production meetings as required per Section 7 - Acceptance, Inspection and Testing. The State may request other meetings as it deems appropriate.
3. Staffing
3.1 Contractor Representative
The Contractor must appoint a Service Manager, or a Product Representative specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative").
Dave Brown - Account Manager/Contract Administrator Mobility Transportation Services 42000 Koppernick Suite A3, Canton, MI 48187 Phone (800) 496-4280 fax (734)453-6708 dave@mobilitytrans.com
The Contractor must notify the Contract Administrator at least 14 calendar days before removing or assigning a new Contractor Representative.
3.2 Customer Service Toll-Free Number
The Contractor must specify its toll-free number for the State to make contact with the Contractor Representative. The Contractor Representative must be available for calls during the hours of 8 am to 5 pm EST.
(800)496-4280, Dave Brown ext. 202 dave@mobilitytrans.com (Alternate Contact(s):Nick Brown or Jason Huising)
3.3 Technical Support, Repairs and Maintenance
The Contractor must specify its toll-free number for the State to make contact with the Contractor for technical support, repairs and maintenance. The Contractor must be available for calls and service during the hours of 8 am to 5 pm EST.
(800)496-4280, Mark Travis ext. 205 mark@mobilitytrans.com (Alternate Contact(s):Dave Brown)
3.4 Disclosure of Subcontractors
If the Contractor intends to utilize subcontractors, the Contractor must disclose the following: The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities. The relationship of the subcontractor to the Contractor. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship. A complete description of the Contract Activities that will be performed or provided by the subcontractor.
4. Pricing
4.1 Price Term
Pricing is firm for the entire length of the Contract with exceptions per section "4.2 Price Changes".
4.2 Price Changes
A.
i. Pricing is firm for a 365 day period ("Pricing Period"). The first pricing period begins on the Effective Date. Adjustments for changes in the chassis manufacturers OEM standard equipment may be requested, in writing, by either party and will take effect no earlier than the next Pricing Period subject to D. , and E. of this section.

<ul style="list-style-type: none"> ii. Adjustments for changes in federal regulations may be submitted at any time during the contract term subject to C., D., and E. of this section.
<p>B. The Ordering Entity shall receive the benefit of any decreases in the cost incurred by the Contractor. If the chassis manufacturers OEM standard equipment pricing increases during the Contract period by more than one hundred dollars (\$100.00), the Contractor may request a price revision to reflect the actual cost experienced. The request for a cost increase must be accompanied by evidence from the chassis manufacturer that a change actually affected the Contractor's cost. Additionally, it shall be the Contractor's responsibility to provide written notice to the State of its qualification for price reductions.</p>
<p>C. If changes in federal regulations affect the cost of the minivan during the Contract period by more than one hundred dollars (\$100.00), the Contractor may request a price revision to reflect the actual cost increase experienced. The request must be accompanied by evidence that the change actually affected the Contractor's cost.</p>
<p>D. Requests for price changes shall be received in writing at least 30 days prior to their effective date and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the Contract may be canceled.</p>
<p>E. Per Federal Transit Administration (FTA) requirements, a cost or price analysis is required for all price changes.</p> <ul style="list-style-type: none"> i. The State may request a Review upon 30 days written notice that specifies what Deliverable is being reviewed. At the Review, each party may present supporting information including information created by, presented, or received from third parties. ii. Following the presentation of supporting information, both parties will have 30 days to review the supporting information and prepare any written response. iii. In the event the Review reveals no need for modifications of any type, pricing will remain unchanged unless mutually agreed to by the parties. However, if the Review reveals that change may be recommended, both parties will negotiate in good faith for 30 days unless extended by mutual agreement of the parties. iv. If the supporting information reveals a reduction in prices is necessary and Contractor agrees to reduce rates accordingly, then the State may elect to exercise the next one-year option, if available. v. If the supporting information reveals a reduction in prices is necessary and the parties are unable to reach agreement, then the State may eliminate all remaining Contract renewal options. vi. Any changes based on the Review must be implemented through the issuance of a Contract Change Notice.
<p>5. Ordering</p>
<p>5.1 Authorizing Document</p>
<p>The appropriate authorizing document for the Contract will be <i>purchase order</i> from the authorizing transit agency.</p>
<p>5.2 Order Verification</p>
<p>The Contractor must have internal controls, approved by DTMB-Procurement, to verify abnormal orders and to ensure that only authorized individuals place orders.</p>
<p>5.3 Quantity</p>
<p>The State is not obligated to purchase in any specific quantity. The estimated quantity to order shall be one (1) vehicle. The estimated quantity of production vehicles shall be 300 Modified Minivans.</p>
<p>6. Delivery</p>
<p>6.1 Delivery Programs</p>
<p>A. The Contractor will be permitted to drive vehicle(s) to final destinations in compliance with the "Schedule D - Affidavit for Driver Delivery", however, the affidavit must be completed and submitted with the Contractor's proposal.</p> <ul style="list-style-type: none"> i. Delivery must be made between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday ONLY, excluding Holidays. ii. The Contractor agrees and will pay the Ordering Entity if they pick the vehicle up at the Contractor's location. The rate will be equal to the rate paid to the Contractor's drivers plus provide or reimburse the cost of gasoline/fuel. iii. The vehicle will be driven to the final destination and delivery will be scheduled with the Ordering Entity.
<p>6.2 General Delivery</p>
<p>The State and/or the Ordering Entities have the right to refuse vehicle delivery if the following conditions are not met. For the delivery of all units that may be released against the Contract the following must apply:</p>

- A. The Contractor should produce the pilot model as the first Minivan ordered by the State for its transit agencies.
- B. The Minivan should be:
 - i. lift / non-lift equipped
 - ii. air conditioned
 - iii. the largest size on request by the transit agencies.
- C. All necessary testing and equipment placement should be performed on the pilot models before final inspection/acceptance by the State.
- D. The pilot model should serve as a standard for the following units as ordered but should not relieve the Contractor from an obligation to manufacture all units in compliance with all specifications.

7. Acceptance

7.1 Acceptance, Inspection and Testing

The State will use the following criteria to determine acceptance of the Contract Activities:
 The Contractor shall complete all corrections required by the State or Ordering Entity prior to delivery and final acceptance.

- A. Delivery of Production Chassis to the Body Manufacturer should be within **120** days after the Pre-Pilot Model Meeting.
- B. Exact Production for Delivery Due Dates, will be determined by the delivery schedule, plus (+) seven (7) calendar days from issue dated indicated on the Purchase Order. Delivery should be at the rate of one (1) unit per week minimum until completion of the quantity ordered.

7.2 Inspection

- A. Pilot, Production Model and Plant Inspections:
 - i. Pilot Model Review Meeting at the Manufacturer's facility, or at a mutually agreed upon location, shall be conducted within thirty (30) calendar days from the date of the Purchase Order.
 - ii. Pilot Model Approvals, shall be completed by the State and/or receiving agency within thirty (30) calendar days after delivery of the pilot model by the ordering agency.
 - iii. Periodic Production/Plant Inspections, by the Michigan Department of Transportation, Office of Passenger Transportation include two (2) per contract period.
 - iv. Final inspection shall be made at a site(s) as agreed upon by the Contractor and the ordering agencies. The Contractor should be capable of handling final inspection and corrections required by the State prior to acceptance of the Minivan after a Contract is awarded. The Contractor should be responsible for transportation (air fare, rail fare, car rental, taxi, or mileage), lodging, parking expenses, meals, and tips for up to three (3) individuals, as determined by the Michigan Department of Transportation, Office of Passenger Transportation, for involvement in any of the above pilot model and production schedule review or plant inspections. All travel expenses should be based on the DTMB, Vehicle and Travel Services Schedule of Travel Rates for Classified and Unclassified Employees Effective January 1, 2011 or subsequent updates. http://www.michigan.gov/dmb/0,4568,7-150-9141_13132---,00.html

7.3 Testing

- A. Testing - Prior to delivery, the Contractor must certify that:
 - i. All quality assurance activities have been completed.
 - ii. All applicable testing has been completed.
 - iii. All material deficiencies discovered during the quality assurance activities and testing have been corrected.
 - iv. The Deliverable or Service is in a suitable state of readiness for the State's review and approval.
 - B. If a Deliverable includes installation at the Ordering Entity location the Contractor must:
 - i. Perform any applicable testing.
 - ii. Correct all material deficiencies discovered during the quality assurance activities and testing.
 - iii. Inform the State that the unit is in a suitable state of readiness for the State's review and approval.
- To the extent that testing occurs at the Ordering Entity's location personnel are entitled to observe or otherwise participate in testing.

7.4 Final Acceptance

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

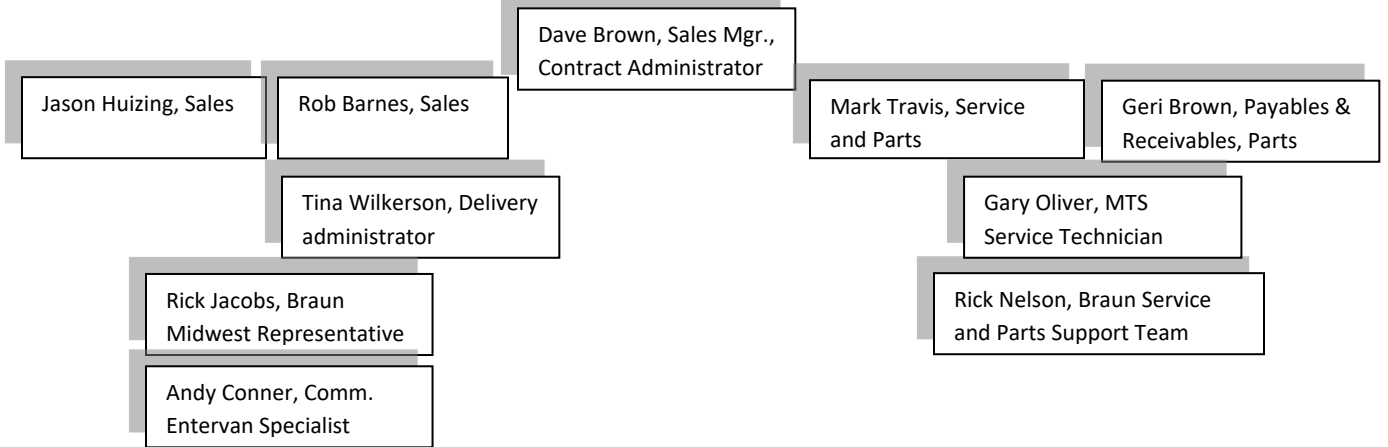
The State and /or the Ordering Entity have the right to refuse vehicle delivery when the conditions listed above are not met.
8. Invoice and Payment
8.1 Invoice Requirements
All invoices submitted to the State must include: (a) date; (b) purchase order number; (c) contract number; (d) quantity; (e) description of the Contract Activities; (f) line items for up-fitting options (g) unit price; (h) shipping cost (if any); (i) total price; and (j) Ordering Entity.
8.2 Payment
The Ordering Entities will make payment for Contract Activities to the Contractor.
8.3 Procedure
The Ordering Entities have been instructed to make immediate inspection on receipt of units and to process payment documents promptly. Payments; however, will be delayed if the Minivan fails to comply with specification requirements. Therefore, it is incumbent upon the Contractor to close pre-delivery inspection in accordance with the contract requirements.
9. Additional Requirements
9.1 Environmental and Energy Efficient Products
The Contractor must identify any energy efficient, bio-based, or otherwise environmental friendly products used in the products. Contractor must include any relevant third-party certification.
9.2 Recycled Content and Recyclability
Deliverable(s). Without compromising performance or quality, the State prefers Deliverable(s) containing higher percentages of recycled materials. The Bidder must indicate an estimate of the percentage of recycled materials, if any, contained in each Deliverable: <ul style="list-style-type: none"> • (total estimated percentage of recovered material) 1% • (estimated percentage of post-consumer material) .25% • (estimated percentage of post-industrial waste) .75%
9.3 Hazardous Chemical Identification
In accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001, <i>et seq.</i> , as amended, the Contractor must provide a Material Safety Data Sheet listing any hazardous chemicals, as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number. The Contractor must identify any hazardous chemicals that will be provided under any resulting contract.
9.4 Mercury Content
Pursuant to MCL 18.1261d, mercury-free products must be procured when possible. The Contractor must explain if it intends to provide products containing mercury, the amount or concentration of mercury, and whether cost competitive alternatives exist. If a cost competitive alternative does exist, the Contractor must provide justification as to why the particular product is essential. All products containing mercury must be labeled as containing mercury.
9.5 Brominated Flame Retardants
The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor must disclose whether the products contain BFRs.
9.6 Key Personnel
<p>A. The Contractor must appoint one individual who will be directly responsible for the day to day operations of the Contract (“Key Personnel”). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquires within 24 hours.</p> <p>B. Contractor’s Key Personnel must be available during the following times: 8:00 am – 5:00 pm</p> <p>C. The Contractor may not remove or assign Key Personnel without the prior consent of the State. Prior consent is not required for reassignment for reasons beyond the Contractor’s control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause. The State may request a résumé and conduct an interview before approving a change. The State may require a 30 calendar day training period for replacement personnel.</p> <p>D. The Contractor must identify the Key Personnel, indicate where they will be physically located, and describe the functions they will perform.</p> <p style="text-align: center;">Sales - Dave Brown, MTS in Canton, MI. Service, Parts – Mark Travis and Geri Brown, Canton, MI Braun Parts and Service Advisory team – Headed by Rick Nelson, Winamac, IN</p>

9.7 Non-Key Personnel

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

9.8 Organizational Chart

Provide an overall organizational chart that details staff members, by name and title, and subcontractors.



Contract # 171 - 18000000885

SCHEDULE B

STATE OF MICHIGAN

**OFFICE OF PASSENGER TRANSPORTATION
SPECIFICATIONS FOR
ACCESSIBLE PASSENGER VEHICLE (APV)
MODIFIED MINIVAN**

I. PURPOSE OF SPECIFICATIONS

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

The Contractor shall submit a copy of the Altoona test report of this vehicle that was provided by a Modified chassis manufacturer. The vehicle shall be fully tested at the Penn State/Thomas D. Larson Pennsylvania Transportation Institute – the Altoona Research and Testing Center and must certify the following with a copy of the “Altoona Test Report”:

The vehicle model(s) offered is a 4 year/100,000-mile service life category.

II. CHASSIS SPECIFICATIONS

A. Modified Chassis:

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

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

B. Wheelbase shall be 121”, minimum

C. Engine: 3.3L V-6 (E-85), minimum

D. Transmission: Six (6) speed automatic transmission

E. Tilt Wheel / Power Steering: Vehicle shall be equipped with power steering and a tilt steering column. The steering column shall be adjustable for various up and down positions. The steering gear shall be a full hydraulic assist type.

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

G. Chassis GVWR: 6,000-lb, minimum

H. Alternator: Vehicle shall be equipped with heaviest duty alternator available

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

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

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

L. Hazard Flasher: The vehicle shall be equipped with OEM hazard flasher switch

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

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

O. Suspension:

- 1) OEM Load Leveling and Height Control: The vehicle will retain the complete OEM front suspension and components. Rear suspension must be capable for the payload identified. Spacers may be added to front and/or rear suspension to maintain ground clearance and ADA requirements. There must be a minimum of five (5) inches clearance between the break-over angle position of the vehicle exhaust pipe and level ground.
- 2) Kneeling System: The vehicle shall meet all ADA requirements for entry when a ramp is utilized.

Exhaust: Any modification to the exhaust system shall be made with stainless steel. Exhaust system shall exit to the rear of the vehicle.

<p>P. <u>Wheels & Tires:</u></p> <ol style="list-style-type: none"> 1) <u>Wheels:</u> The Vehicle shall be equipped with 16 x 6.5 wheels, minimum. Manufacturer standard mounting 2) <u>Tires & Jack:</u> All tires (4) shall be from the same manufacturer and be all season, tubeless, steel radial, black wall. The tires shall be the largest size available from the vehicle manufacturer to meet the GVWR rating. 3) <u>Wheel Covers:</u> All vehicles are to be equipped with wheel covers.
<p>Q. <u>Windshield Wipers / Horn:</u> Electric wipers shall be two-speed, delay style, dual jet washers (electric), with OEM standard arms and blades.</p> <ol style="list-style-type: none"> 1) Wiper/washer-rear glass 2) Horn: OEM standard
<p>R. <u>Radiator and Coolant System:</u> 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.</p>
<p>S. <u>Fluids:</u> 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.</p>
<p>III. BODY AND EQUIPMENT SPECIFICATIONS:</p>
<p>A. <u>Bumpers:</u> The front and rear bumper shall be OEM bumper.</p>
<p>B. <u>Doors & Locks:</u></p> <ol style="list-style-type: none"> 1) <u>Front Driver and Passenger Doors:</u> The vehicle shall have standard OEM driver and passenger front doors and power locks. 2) <u>Accessible Passenger Doors:</u> <ol style="list-style-type: none"> i. <u>Sliding Doors:</u> The vehicle shall be equipped with manual driver and passenger side (mobility ramp) sliding doors extended to floor level providing 56" minimum entry height. The side passenger sliding door shall be equipped with an interlock system so that the door cannot be opened from the inside or outside when the fuel door is open. The mobility ramp door shall have a minimum usable width of 32 1/2", and a maximum of 12" floor-to-ground height. Door extensions shall be constructed of stainless steel. Both sliding doors shall have a mechanism to securely hold doors in open position when vehicle is on a hill. Sliding passenger door tracks must have reinforced guides with an added stop brace to prevent doors from sliding off track. Door tracks shall be reinforced or strengthened beyond OEM standards as needed in all areas of contact with sliding door arms. Reinforcement of the sliding passenger door arms and brackets components shall, at a minimum, be adequate to support the excess weight created by the door extensions. Under normal sliding door closure operations, there should be no evidence of door track flexing or wobbling. ii. <u>Rear Door:</u> The rear cargo door shall be provided with a quick release, manual override mechanism for opening the locked door from inside the vehicle for emergency exit. The locked cargo door override device shall be spring loaded and mounted on the inside of the rear door to prevent its accidental release. A decal shall be provided inside near the quick release mechanism depicting operating instructions.
<p>C. <u>Ground Effects:</u> Exterior lower body door extensions shall be added to both the driver and passenger sides of the vehicle. Extensions shall be constructed of formed plastic, stainless steel (preferable), or approved equal and painted to match the exterior color of the vehicle.</p>
<p>D. <u>Interior Panels:</u> 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.</p>
<p>E. <u>Interior Flooring:</u></p> <ol style="list-style-type: none"> 1) <u>Sub Flooring:</u> The floor deck shall be a minimum of 3/8" A/B plywood of marine grade material, minimum, with sealed edges to prevent moisture intrusion. The floor deck upper surface shall have all cracks and voids filled and the whole surface rough sanded before installing the flooring material. A layer of sealer shall be installed between floor deck edges that butt against structural members and other deck sections to prevent dust and moisture intrusion. Passage holes provided for wiring and hoses in the floor deck shall be thoroughly sealed to prevent dust and moisture intrusion and be sufficiently protected to ensure against wear from friction and the elements. The floor deck, including the sealer, attachments, and coverings, shall be waterproof, non-hygroscopic, resistant to wet and dry rot, resistant to mold growth, and impervious to insects. 2) <u>Vehicle Flooring:</u> <ol style="list-style-type: none"> i. The entire passenger area including the wheelchair securement area shall be overlaid with smooth, slip resistant flooring material. The resilient sheet flooring system (2.2 mm thickness minimum) shall be a high-quality vinyl constructed with aluminum oxide, silicon carbide grains and PVC chips blended in a high-quality wear layer with a non-woven polyester/cellulose backing with glass fiber reinforced center scrim. Installation of flooring must be done strictly according to the flooring manufacturer's directions using the proper accessories, tools, and adhesives. <u>Suggested sources:</u> <u>Altro Transflor™ Meta, Altro Transflor™ Chroma.</u> ii. Color of all flooring shall be equal to RCA Rubber Transit-Flor® grey (#766) or tan (#777) as requested by the agencies
<p>F. <u>Gauges:</u></p> <ol style="list-style-type: none"> 1) Chassis (OEM) gauges shall be used in the driver's instrument cluster. 2) Engine oil pressure gauge/light. 3) Engine coolant temperature gauge/light. 4) Fuel gauge.
<p>G. <u>Mud flaps (if applicable):</u> The vehicle shall be equipped with anti-sail type, when required, are to be plain, rubber 1/4"</p>

thick, without advertising on either side.
H. <u>Undercoating / Rust Proofing:</u> 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. <u>Suggested source: Tectyl 121-B.</u>
I. <u>Interior Mirror:</u> The vehicle shall be equipped with the OEM standard mirror.
J. <u>Sun Visor:</u> Windshield sun visor system shall be standard (OEM) chassis visor(s). <u>Suggested source: Manufacture's standard</u>
K. <u>Exterior Mirrors:</u> The vehicle shall be equipped with the OEM standard power remote controlled, heated mirrors.
L. <u>Seating/Seat Belts/Grab Handles:</u>
<p>1) <u>OEM Seating:</u></p> <p>i. <u>Driver and Passenger:</u> The front driver and passenger seats shall be OEM. The seat base shall be adapted to permit easy roll out for mobility aid access and securement. The seat shall lock and unlock easily from the floor area.</p> <p>ii. <u>Third Row (Rear) Seating:</u> The vehicle shall be equipped with a third-row rear bench seat (or equal), must not have a power folding rear seat.</p> <p>iii. <u>Seating Material:</u> The vehicle shall be equipped with grey OEM cloth seating.</p> <p>2) <u>Fold A-Way Seating:</u></p> <p>Floor plan 'A' (Section Floor Plan) shall be equipped with forward facing (double) fold-away seat with seat belts and shall be positioned in the wheelchair securement area. (Wheelchair Securement Area). Seat locking/latching devices shall be of high quality and be easy to latch and unlatch. Seats must positively latch in the seated and folded position to prevent inadvertent folding or unfolding of the seat. Any support legs resting on flooring shall be non-marring or rest on metal plates flush mounted with flooring. The fold-away seat shall be able to pass FMVSS 210 without having to fasten additional latches or cables. The fold-away seat shall fold against the wall when wheelchair space is required (no further than 17" from wall in the vertical folded position). All seat backs and all seat bottoms of fold-away seats shall be covered with material matching seat cushion color. <u>Suggested source: American Seating Horizon™ Mid-Back Series; Freedman 3 Point Fold-A-Way; Braun 325-02LW.</u></p> <p>3) <u>Seat Belts:</u></p> <p>i. All seats shall be equipped with a 3-point restraint system for each designated seating position. Belts shall have:</p> <p>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.</p> <p>b) A push button latch release mechanism.</p> <p>ii. 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.</p> <p>4) <u>Grab Handles:</u> Grab handles shall be installed on the "A" and "B" pillars. OEM grab handles are acceptable.</p>
M. <u>Lighting:</u>
<p>1) <u>Exterior:</u> All vehicle lights shall be OEM</p> <p>2) <u>Interior:</u> Overhead and lower lighting shall be installed in the interior center seat row of the vehicle that provides not less than two foot-candles of illumination at the entrance area. This system shall illuminate automatically when the vehicle front or accessible doors are open. All accessory vehicle lighting shall conform to ADA 49 CFR, Part 38, Subpart B. <u>Suggest Source: OEM.</u></p>
N. <u>Radio:</u> The vehicle shall be equipped with an AM/FM radio with a minimum of four speakers (two front and two rear). <u>Suggested Source: OEM.</u>
O. <u>HVAC (Heating & Air Conditioning):</u>
<p>1) <u>Heating:</u> Heating unit shall be automotive in-dash type (OEM or equal) and shall be capable of delivering heat, fresh air ventilation, and air conditioning to the driver's area (maximum BTU rating available). The heater shall have a temperature control valve which can be regulated from the driver's area. The driver's area shall have air circulation in each mode of defrost, heat, fresh air ventilation, and air conditioning.</p> <p>2) <u>Air Conditioning:</u> The air conditioning system shall be integrated with a compatible in-dash driver's area evaporator unit and compressor (OEM) capable of delivering tempered air for windshield defrosting. The systems shall use refrigerant type R-134A and be warranted from in service date for one full year, minimum.</p>
P. <u>Windows:</u> The vehicle shall be equipped with OEM standard tinted windows.
Q. <u>Painting and Paint Codes:</u>
<p>1) <u>Painting:</u></p> <p>i. 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.</p> <p>ii. Pre-clean and metal prep, any bare metal surfaces prior to applying a compatible red oxide or zinc chromate primer.</p> <p>iii. When painting over a manufacturer's standard paint, metal prepping and primer may be omitted, provided an acceptable bond can be achieved.</p> <p>2) <u>Paint Codes:</u></p> <p>i. Factory paint codes shall be furnished with all vehicles.</p> <p>ii. Aftermarket painting - both the brand and paint code shall be furnished</p>
R. <u>Mobility Aid Ramp:</u> The vehicle shall be equipped with a manually operated, 80° swing-away mobility access ramp which stows vertically and folds and unfolds through the passenger side door. The fold and unfold motion of the ramp must be

counter balanced so that the force exerted by the operator does not exceed 15 lbs. The installed ramp shall not obstruct the view of the driver through any vehicle window. The ramp shall have a minimum usable width of 31” and a slope meeting the requirements of ADA, 49 CFR. The ramp surface shall be continuous and made skid resistant through powder coating. It shall have no protrusions from the surface greater than ¼” and shall accommodate both four-wheel and three-wheel mobility aids. The ramp shall have a capacity of 1000 lbs. Each side of the ramp shall have protective barriers at least two (2) inches high to prevent mobility aids from rolling off of the ramp edge. The ramp doors shall be interlocked with the vehicle emergency brake and or transmission to ensure the vehicle cannot be moved when the accessible passenger door is ajar.

S. Electrical:

- 1) **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.
- 2) Lift equipped vehicles shall have a circuit breaker with a manual reset in the lift feed circuit. The circuit breaker shall be mounted under the hood, with easy access, in the positive power cable leading to the lift power pack.
- 3) 12 Volt auxiliary outlet

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

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

V. Rear Defogger: The vehicle shall be equipped with the OEM standard.

IV. WHEELCHAIR SECUREMENT AREA:

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

B. Wheelchair securement shall meet these minimum requirements:

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

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

- 6) All components shall be installed to the securement manufacturer’s recommended specifications.
- 7) An anchorage single point securement system is optional.

8) Suggested sources: Q’Straint Model Q-8100- 1L, Sure-Lok’s Retraktor™ Systems for L track: AL 712s-4c.

C. Wheelchair restraint storage:

- 1) Under Fold-away Seat Storage or rear facing single seat: The system shall be positioned under the fold-away seat at the wheelchair space. Storage system shall:
 - i. Keep restraints clean
 - ii. Provide easy accessibility to restraints
 - iii. Restraints shall be stored securely to prevent noise while the vehicle is in motion.
 - iv. 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. SAFETY EQUIPMENT
<p>A. All safety equipment provided by the manufacturer shall be secured to each vehicle.</p> <p>B. <u>Safety equipment shall be:</u></p> <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> i. A 12-volt 97-db sealed solid state electronic warning alarm that is readily audible from <u>outside</u> 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). <u>Suggested source: OEM standard.</u>
VI. OPTIONS:
<p>A. <u>Paint - Optional Designs:</u></p> <ol style="list-style-type: none"> 1) The vehicle shall have a 3" belt stripe. An example would be: an OEM white vehicle with a 3" painted belt stripe or 3M-10-year grade vinyl stripes. 2) The vehicle shall be painted a full body OEM color, including the door, other than OEM white. An example would be: a vehicle painted OEM red. <u>Suggested Source: OEM provided colors.</u>
<p>B. <u>Wheelchair Single Point Securement System:</u></p> <p>A wheelchair single point securement system (in lieu of "L" track anchorage system) shall offer 360 directional usage "pucks" and shall be cast stainless steel with a 2 ½" bolt to be secured to the floor positions. The single point securement system shall meet the same requirements as listed in section (Section IV, Wheelchair Securement Area). except the pucks shall not be shared in the center run of anchorage points (i.e. separate single point securement systems for each wheelchair securement area) and one securement space shall have an additional anchorage puck as to aid in the securement of scooters or difficult mobility devices. This additional anchorage puck shall be centered between the rear anchorages of the largest securement space.</p> <p><u>Suggested Sources: Q'Straint Slide N' Click, Sure-Lok Solo Floor Anchor System.</u></p>
<p>C. <u>Third Seat Folding Foot Rest:</u></p> <p>A folding foot rest shall be attached to the rear, third row seat. Foot rest shall be heavy-duty, metal construction and painted to complement the interior colors. The foot rest shall be easily deployed and stored.</p>
<p>D. <u>Donation Box:</u></p> <p>A donation box shall be mounted, and the location approved by the ordering agency. The lockable donation box shall be supplied with two keys. <u>Suggested source: Main donation box or Diamond donation box.</u></p>
VII. VENDOR/MANUFACTURER REQUIREMENTS:
<p>A. <u>Warranty:</u></p> <p>Warranty shall become effective on the date the vehicle is placed into service by the Ordering Entity. Warranty service performed at the manufacturer's facilities at the manufacturer's request shall have all costs covered by the manufacturer. Warranty for the vehicle shall be the following as a minimum:</p> <ol style="list-style-type: none"> 1) Three (3) years/36,000 miles on chassis. 2) Three (3) years/36,000 miles on powertrain. 3) Three (3) years on body structure, exterior and paint. 4) Eighteen (18) months on ramp. 5) Manufacturer's standard warranty of one (1) year 12,000 miles, minimum, on other add-on components and items. 6) The chassis, body, and all add-on components shall be warranted by the successful contractor. <p><i>Please refer to Schedule A – Statement of Work, section 1.3 - Warranties.</i></p>
VIII. REQUIRED VEHICLE INFORMATION

A. All manuals should be provided in an electronic copy (CD, DVD, or USB flash drive).

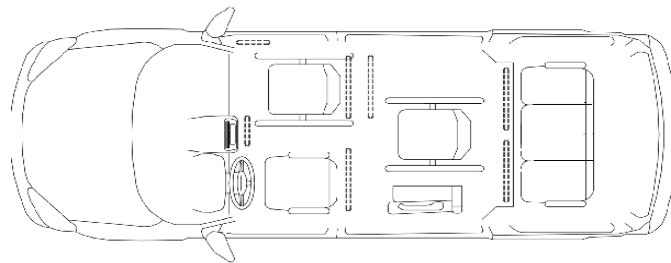
The Contractor should maintain record or proof that all vehicle information was supplied to the Ordering Entity.

Vehicle information listed below should be reviewed at final pilot model production and should also be supplied with each vehicle at delivery.

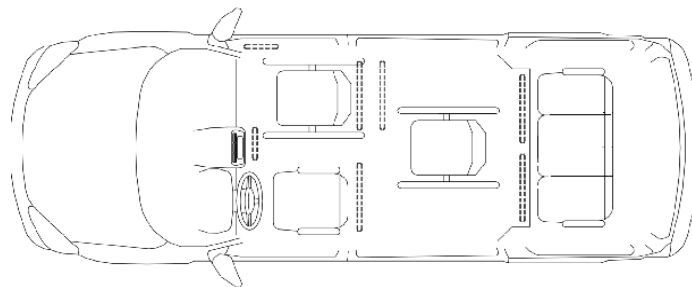
Please refer to Schedule A – Statement of Work, section 2.4 - Documents.

- 1) Copy of manufacturer's statement of origin for a vehicle.
- 2) Warranty papers for chassis, body, and additional equipment.
- 3) As built drawings showing wiring schematics of aftermarket wiring with each modified chassis vehicle shall be submitted within 30 calendar days of delivery.
- 4) Operator's manual for vehicle and all add-on equipment.
- 5) Certification that the seating floor anchorage and floor fasteners shall meet all applicable FMVSS including FMVSS 207, 208, 209, and 210.
- 6) A complete set of repair manuals for the chassis and a manufacturer's parts manual for the body, and auxiliary equipment for the first vehicle of each model year delivered to each Ordering Entity.
- 7) Operating instructions showing controls and operation for the first vehicle of each model year delivered to each Ordering Entity.
- 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.
- 9) Maintenance and inspection schedule incorporating the required maintenance and inspection of the basic vehicle and its subsystems (i.e., wheelchair lift) with each vehicle at delivery.
- 10) Proof of vehicle suspension alignment (work order or bill) at final vehicle inspection and with each modified chassis vehicle only. 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 with each modified chassis only.
- 12) Towing and lifting instructions.
- 13) Wheelchair securement product instructions and training program.
- 14) A copy of the Contractor's Service Manager signature on initial inspection and service check of the vehicle shall include:
 - i. The Contractor's name and vehicle identification number.
 - ii. Checklist of service and inspection performed.

FLOOR PLANS:



A. 3+2 Modified Chassis Vehicle with ramp and one double fold-away seat.



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

**FEDERALLY REQUIRED CONTRACT CLAUSES
(ROLLING STOCK)
GOVERNING DOCUMENTS
PURCHASES GREATER THAN \$150,000
(GRANTS EXECUTED AFTER 12/26/14)**

Table of Contents:

- INSTRUCTIONS 2
- 1. BUY AMERICA REQUIREMENTS 3
- 2. CARGO PREFERENCE REQUIREMENTS 4
- 3. ENERGY CONSERVATION REQUIREMENTS 5
- 4. CLEAN WATER REQUIREMENTS 5
- 5. BUS TESTING 5
- 6. PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS 6
- 7. LOBBYING 7
- 8. ACCESS TO RECORDS AND REPORTS 8
- 9. FEDERAL CHANGES 11
- 10. CLEAN AIR 11
- 11. RECYCLED PRODUCTS 11
- 12. NO GOVERNMENT OBLIGATION TO THIRD PARTIES 11
- 13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS 11
- 14. TERMINATION 12
- 15. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT) 15
- 16. PRIVACY ACT REQUIREMENTS 16
- 17. CIVIL RIGHTS REQUIREMENTS 16
- 18. BREACHES AND DISPUTE RESOLUTION 17
- 19. DISADVANTAGED BUSINESS ENTERPRISE (DBE) 18
- 20. DBE TRANSIT VEHICLE MANUFACTURER CERTIFICATION 18
- 21. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS 19

INSTRUCTIONS

About: This document contains the federally required contract clauses for a rolling stock procurement greater than \$150,000 for grants executed after 12/26/14.

Applicability: Some of the attached clauses may or may not apply to your procurement. If you are procuring architectural engineering (A&E) services, materials, etc., other clauses will apply so check the FTA website for more information and applicability. **Federal Circular 4220.1F Third Party Contracting Requirements Appendix D** has a handy chart listing the federal model contract clauses, certifications, reports, forms, and their applicability:

www.transit.dot.gov/funding/procurement/third-party-procurement/third-party-contracting-requirements-fta-c-42201f

Complete list of Federal required and other model contract clauses:

www.transit.dot.gov/funding/procurement/bppm-federally-required-and-other-model-clauses

Transit Agency Instructions: Read all the contract clauses and verify if they apply to your procurement. Insert your transit agency's **legal name** where applicable (parts 15, 19, and 21). Insert the applicable clauses in your request for proposal (RFP) or invitation for bid (IFB) or purchase order (if purchasing an applicable State Vehicle Purchasing Program vehicle). The bidder/vendor shall sign all applicable clauses and return to the procuring agency. If this is local purchase, attach the clauses, including the winning bidder/vendor signed sections, in your third party contract to be submitted to MDOT. Copies should be filed with the procuring agency. If this is a State Vehicle Purchasing Program vehicle purchase, keep on file, at the procuring agency, all clauses and vendor signed sections with the purchase order.

NOTE: If a bidder/vendor does not agree to all applicable Federal clauses/terms then the transit agency shall not procure the product from the bidder/vendor.

Bidder/Vendor Instructions: If applicable, complete sections 1, 5, 6, 7, and 20 and return to the procuring transit agency.

1. **BUY AMERICA REQUIREMENTS**

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

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

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

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

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

Date 4/12/2018

Signature 

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 4/12/2018

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 loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

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

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

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

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 for grants executed after 12/26/14 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 4/12/2018

Signature 

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 \$150,000 for grants executed after 12/26/14.)

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 4/12/2018

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 \$150,000 or more for grants executed after 12/26/14 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 \$150,000 for grants executed after 12/26/14)

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 \$150,000 for grants executed after 12/26/14.
- (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. State Grantees						
a. Contracts below SAT \$150,000 for grants executed after 12/26/14	None	Those imposed on state pass thru to Contractor	None	None	None	None
b. Contracts above \$150,000 for grants executed after 12/26/14/Capital Projects	None unless ¹ non-competitive award		Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
II. Non-State Grantees						
a. Contracts below SAT \$150,000 for grants executed after 12/26/14	Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
b. Contracts above \$150,000 for grants executed after 12/26/14/ Capital Projects	Yes ³		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 \$150,000 for grants executed after 12/26/14 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 affected 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 Mobility Transportation Services. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Mobility Transportation Services, 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 contractor deems appropriate. Each subcontract the Mobility Transportation Services (Insert transit agency name) 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

Braun Corporation (Name of Manufacturer), a TVM, hereby certifies that it has complied with the requirement of Section 26.49 of 49 CFR, Part 26 by submitting a current annual DBE goal to FTA. The goals apply to Federal Fiscal Year 2018 (October 1, 2017 to September 30, 2018) 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 Braun Corporation (Name of Manufacturer) has complied with the above referenced requirement of Section 26.49 of 49 CFR Part 26.

Signature 

Date 4/12/2018

Title President, Mobility Transportation Services and Michigan Dealer for Braun Corporation

Manufacturer Braun Corporation

21. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any

_____ requests which would cause

(insert transit agency name)

_____ to be in violation of the FTA

(insert transit agency name)

terms and conditions.

- **Term # 21 appears to be for Agency use. A Certification stating that Mobility Transportation agrees with and will comply with all FTA Provisions has been uploaded.**

Mobility TRANSPORTATION
SERVICES
Transit Buses and Vans

AGREEMENT WITH FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES

Mobility Transportation Services hereby certifies that we agree with all Federal Transit Administration clauses supplied with Request for Proposal 180000001822 and will comply with them.

Sincerely,



President, Mobility Transportation Services

Schedule D – Affidavit for Driver Delivery

ACCESSIBLE PASSENGER VEHICLE (APV)

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

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

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

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



4/11/2018

Signed

Date

President

Title

Mobility Transportation Services

Contractor



Authorized Michigan Transit Agencies

For

Purchase on the State of Michigan MiDEAL

Purchasing Program for Vehicles

July 7, 2014

7/7/2014

Transit Agency Address/Phone Numbers

Lenawee

MS. MARCIA BOHANNON
Adrian Dial-A-Ride
135 East Maumee Street
Adrian, MI 49221

Telephone No.: (517) 264-4849

Fax No.: (517) 264-8016

Email: mbohannon@adrianmi.gov

Allegan

MR. DANIEL WEDGE
Allegan County - Transportation Services
750 Airway Drive
Allegan, MI 49010

Telephone No.: (269) 686-4529

Fax No.: (269) 673-2190

Email: dwedge@allegancounty.org

Gratiot

MR. RANDY SUMNER
Alma Dial-A-Ride
City of Alma Transit Center
1105 Willow Run Dr. PO BOX 278
Alma, MI 48801-0278

Telephone No.: 989 463-6016

Fax No.: 989 466-5307

Email: rsumner@ci.alma.mi.us

Alger

MS. ROCHELLE COTEY
ALTRAN Transit Authority
P.O. Box 69
Munising, MI 49862

Telephone No.: (906) 387-4845

Fax No.: (906) 387-2963

Email: altranco@jamadots.com

Kent

MR. MARK EVANS
American Red Cross Of Greater Grand Rapids
1050 Fuller NE
Grand Rapids, MI 49503

Telephone No.: (616) 456-8661

Fax No.: (616) 235-2355

Email: mark.evans@redcross.org

Muskegon

MR. MARK EVANS
American Red Cross Serving Muskegon, Oceana and Newaygo Counti
313 W. Webster Avenue
Muskegon, MI 49440

Telephone No.: (231) 343-4462

Fax No.: (231) 722-4126

Email: mark.evans@redcross.org

Washtenaw

MR. MICHAEL FORD
Ann Arbor Area Transportation Authority
2700 S. Industrial Hwy.
Ann Arbor, MI 48104

Telephone No.: (734) 973-6500

Fax No.: (734) 973-6338

Email: cwhite@theride.org

7/7/2014

Transit Agency Address/Phone Numbers

Antrim

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

Telephone No.: (231) 533-8644

Fax No.: (231) 533-8504

Email: meachama@antrimcounty.org

Wayne

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

Telephone No.: (313) 569-0333

Fax No.:

Email:

Kent

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

Telephone No.: (616) 336-4128

Fax No.: (616) 336-4118

Email: scervantes@acset.org

Arenac

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

Telephone No.: 989 894-2900

Fax No.: 989 894-2621

Email: esprague@baymetro.com

Houghton

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

Telephone No.: (906) 482-5528

Fax No.: (906) 482-5512

Email: bhkcaa@att.net

Baraga

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

Telephone No.: (906) 524-6711

Fax No.: (906) 524-6922

Email: apamela720@hotmail.com

Barry

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

Telephone No.: (269) 948-8174

Fax No.: (269) 948-8154

Email: bvoigt@barrycountytransit.com

7/7/2014

Transit Agency Address/Phone Numbers

Calhoun

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

Telephone No.: (269) 966-3588

Fax No.: (269) 966-3652

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

Grand Traverse

MR. THOMAS MENZEL
Bay Area Transportation Authority
3233 Cass Road
Traverse City, MI 49684

Telephone No.: (231) 933-5545

Fax No.: (231) 941-9091

Email: thompsonc@bata.net

Bay

MR. ERIC SPRAGUE
Bay Metro Transportation Authority
1510 North Johnson
Bay City, MI 48708

Telephone No.: 989 894-2900

Fax No.: 989 894-2621

Email: esprague@baymetro.com

Charlevoix

MS. BARBARA SCHWARTZFISHER
Beaver Island Transportation Authority
P.O. Box 426
Beaver Island, MI 49782

Telephone No.: (231) 448-3049

Fax No.: 231-448-3120

Email: bitaboat@tds.net

Monroe

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

Telephone No.: (734) 850-6034

Fax No.:

Email:

Ionia

MR. KEVEN KRIEGER
Belding Dial-A-Ride
Pere Marquette Depot
100 Depot Street
Belding, MI 48809

Telephone No.: (616) 794-3278

Fax No.: (616) 794-4817

Email: dialaride@ci.belding.mi.us

Wayne

MS. DIANE KOLLMEYER
Belleville, City of
Six Main Street
Belleville, MI 48111

Telephone No.: (734) 697-9323

Fax No.: (313) 697-6837

Email:

7/7/2014

Transit Agency Address/Phone Numbers

Benzie

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

Telephone No.: (231) 325-3000

Fax No.: (231) 325-3007

Email: bill@benziebus.net

Oakland

MS. CHRIS DOE
Berkley
2400 Robina
Berkley, MI 48072

Telephone No.: (248) 546-2450

Fax No.:

Email:

Berrien

MR. DENNIS SCHUH
Berrien County
701 Main Street
St. Joseph, MI 49085

Telephone No.: (269) 983-7111

Fax No.: (269) 982-8611

Email: dschuh@berriencounty.org

Mecosta

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

Telephone No.: 231 796-6243

Fax No.: 231 796-0797

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

Oakland

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

Telephone No.: (248) 203-5270

Fax No.:

Email:

St. Clair

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

Telephone No.: (810) 987-7381

Fax No.: (810) 987-2431

Email: jwilson@bwbus.com

Lenawee

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

Telephone No.: (517) 423-7555

Fax No.: (517) 423-5442

Email: fboylan@hccsnet.org

7/7/2014

Transit Agency Address/Phone Numbers

Branch

MS. KARA DERRICKSON
Branch Area Transit Authority
306 South Clay Street, P.O. Box 979
Coldwater, MI 49036

Telephone No.: (517) 279-8671

Fax No.: (517) 278-2300

Email: authoritbr@cbpu.com

Oakland

MS. B. JEAN MCCREERY
Brandon
P.O. Box 929
Ortonville, MI 48462-0929

Telephone No.: (313) 627-2851

Fax No.:

Email:

Livingston

MS. NIKKI GREATHOUSE
Brighton Community Education
850 Spencer Road
Brighton, MI 48116

Telephone No.: (810) 299-3822

Fax No.: (810) 299-4148

Email: greathn@brightonk12.com

Wayne

MS. KARI WOLFE
Brownstown Township
21311 Telegraph Road
Brownstown Township, MI 48183

Telephone No.: (313) 675-2692

Fax No.:

Email:

Berrien

MS. KIMBERLY O'HAVER
Buchanan Dial-A-Ride
310 Main Street
St. Joseph, Michigan 49085

Telephone No.: (269) 983-8990

Fax No.: (269) 983-4248

Email: kohaver4@yahoo.com

Wexford

MR. VANCE EDWARDS
Cadillac/Wexford Transit Authority
951 Casa Road
Cadillac, MI 49601

Telephone No.: (231) 775-9411

Fax No.: (231) 775-9420

Email: cwtadirector@yahoo.com

Genesee

MS. BEVERLY DIFFIN
Campbell Lewellyn Montrose Senior Center Advisory Council
P.O. Box 3128
Montrose, MI 48457

Telephone No.: (810) 639-2822

Fax No.: (810) 639-5899

Email: memmendorfer@montrosetownship.org

7/2/2014

Transit Agency Address/Phone Numbers

Wayne

MR. TIM FAAS
Canton Township
1150 Canton Center Drive
Canton, Michigan 48188-1699

Telephone No.: (734) 394-5160

Fax No.: (734) 397-5382

Email: tim.faas@canton-mi.org

Ingham

MS. SANDRA DRAGGOO
Capital Area Transportation Authority
4615 Tranter Street
Lansing, MI 48910

Telephone No.: (517) 394-1100

Fax No.: (517) 394-3733

Email: dwalexander@cata.org

Genesee

MS. LINDA MOORE
Carmen Ainsworth-Flint Twp.
2071 S. Graham Rd.
Flint, MI 48532

Telephone No.: (810) 732-6290

Fax No.: (810) 732-6305

Email: lindacasc@yahoo.com

Tuscola

MR. WILLIAM DILLON
Caro Transit Authority
PO Box 325
Caro, MI 48723

Telephone No.: 989 673-8488

Fax No.: 989-672-1761

Email: briann@hdc-caro.org

Cass

MS. JULIE HARTMAN
Cass County Transportation Authority
400 E. State Street
Cassopolis, MI 49031

Telephone No.: (269) 445-2455

Fax No.: (269) 445-2647

Email: hartmanjb@comcast.net

Macomb

MS. SUZANNE SZCZEPANSKI-WHITE
Catholic Services of Macomb
P.O. Box 380290, 15945 Canal Rd.
Clinton Twp., MI 48038

Telephone No.: (586) 412-8054

Fax No.: (586) 412-8084

Email:

Wayne

MS. MARY NIMS
Catholic Social Serv of Wayne (Macomb Co.)
9851 Hamilton Avenue
Detroit, MI 48202

Telephone No.: (313) 883-7762

Fax No.: (313) 883-3957

Email:

7/2/2014

Transit Agency Address/Phone Numbers

Wayne

MS. MARY NIMS
Catholic Social Serv of Wayne (SMART)
9851 Hamilton Avenue
Detroit, MI 48202

Telephone No.: (313) 883-2100 Fax No.: (313) 883-3957 Email:

Oakland

MS. KERRI GENTRY
Catholic Social Services of Oakland County
18310 West 12 Mile Road
Southfield, Michigan 48076

Telephone No.: (248) 557-7373 Fax No.: (248) 559-2390 Email:

Wayne

MS. MARY NIMS
Catholic Social Services of Wayne Co. (DDOT)
9851 Hamilton Avenue
Detroit, MI. 48202

Telephone No.: (313)883-7762 Fax No.: (313)883-0601 Email:

Genesee

MS. LINDA GIBSON
Center for Gerontology
7280 S. State St.
Goodrich, Michigan 48438

Telephone No.: (810) 636-5006 Fax No.: Email:

Macomb

MS. NANCY BOURGEOIS
Center Line, City of
7070 East Ten Mile Road
Center Line, MI 48015-1100

Telephone No.: (586) 757-1610 Fax No.: (586) 755-0790 Email:

Charlevoix

MS. JILL DRURY
Charlevoix County Public Transportation
1050 Brockway Street
Boyne City, MI 49712

Telephone No.: (231) 582-6900 Fax No.: (231) 582-5672 Email: jdrury@cctransit.org

Cheboygan

MS. RACHEL BURR
Cheboygan County COA
1531 Sand Rd
Cheboygan, MI 49721

Telephone No.: (231) 627-7234 Fax No.: (231) 627-4048 Email: rburr@3coa.com

Transit Agency Address/Phone Numbers

Macomb

MS. CAROLYN ANN ROSE
Chesterfield Township
 47275 Sugarbush Road
 Chesterfield, MI 48047

Telephone No.: (586) 949-0400

Fax No.: (586) 949-4108

Email:

Mackinac

MR. KEN STOTT
Chippewa-Luce- Mackinac Comm Action . .
 524 Ashmun
 Sault Ste. Marie, MI 49783

Telephone No.: (906) 632-3363

Fax No.: (906) 632-4255

Email: kstott@clmcaa.com

Clare

MR. TOM PIRNSTILL
Clare County Transit Corporation
 1473 Transportation Drive
 Harrison, MI 48625

Telephone No.: 989 539-1474

Fax No.: 989 539-9751

Email: director@clarecountytransit.org

Clinton

MS. DAWN BENSON
Clinton Area Transit System
 304 Brush Street
 St. Johns, MI 48879

Telephone No.: 989-224-3161

Fax No.: 989-224-7034

Email: bensond@clintontransit.com

Macomb

MR. NORM TROPPEMS
Clinton Township
 40700 Romeo Plank Road
 Clinton Township, MI 48038-2900

Telephone No.: (586) 286-9355

Fax No.: (586) 286-9470

Email:

Calhoun

MS. MICHELLE WILLIAMSON
Community Action
 175 Main Street
 Battle Creek, MI 49014

Telephone No.: (269) 441-1616

Fax No.: (269) 965-1152

Email: michellew@caascm.org

Calhoun

MR. JIM PEARL
Community Inclusive Recreation
 331 W. Jackson Street
 Battle Creek, Michigan 49037

Telephone No.: (269) 968-8249

Fax No.: (269) 969-6218

Email: srush@cirFUN.com

7/2/2014

Transit Agency Address/Phone Numbers

Monroe

MS. MELISSA TURNER
Comprehensive Serv for the Develop. Disabled
1505 Dixie Drive, Suite 3
Monroe, MI 48162

Telephone No.: (734) 241-7441

Fax No.:

Email:

Genesee

MS. NORMA SAIN
Court Street Village Non-Profit Housing Corporation
727 East Street
Flint, Michigan 48503

Telephone No.: 810-767-0603

Fax No.:810-767-0636

Email: csvnp@sbcglobal.net

Crawford

MS. JULEE DEAN
Crawford County Transportation Authority
P.O. Box 307
4276 W. North Down River Rd
Grayling, MI 49738

Telephone No.: 989 348-8215

Fax No.:989 348-6631

Email: ccta@frontier.com

Delta

MR. JOHN STAPLETON
Delta Area Transit Authority
2901 27th Avenue North
Escanaba, MI 49829

Telephone No.: (906) 786-1187

Fax No.:906-786-0036

Email: transitdirector@schoolcraftcounty.us

Wayne

MS. DARLENE DIXON
Destination Transportation
9068 Cloverlawn
Detroit, MI 48204

Telephone No.: (313) 995-0616

Fax No.:(313) 933-9487

Email: dardixon@msn.com

Wayne

MS. STEPHANIE MARRERO
Detroit Area Agency on Aging
1333 Brewery Park Boulevard, Suite 200
Detroit, MI 48207

Telephone No.: (313) 446-4444

Fax No.:(313) 446-4451

Email:

Wayne

MR. DAN DIRKS
Detroit Department of Transportation
1301 E. Warren
Detroit, MI 48207

Telephone No.: (313) 833-7667

Fax No.:(313) 833-5523

Email: DanDirks@detroitmi.gov

7/2/2014

Transit Agency Address/Phone Numbers

Wayne

MR. DONALD WALLACE
Detroit East Mental Health
11457 Shoemaker
Detroit, MI 48213

Telephone No.: (313) 921-4700

Fax No.: (313) 921-4125

Email: dwallace@rdma.com

Wayne

MS. BARBARA HANSEN
Detroit Transportation Corporation
535 Griswold Street, Buhl Building, Suite 400 Detroit, MI 48226

Telephone No.: (313) 224-2190

Fax No.: (313) 224-2134

Email: Bhansen@thepeoplemover.com

Newaygo

MS. SUSAN CLOUTIER-MYERS
Disability Connection
27 E. Clay
Muskegon, MI 49442

Telephone No.: (231) 722-0088

Fax No.: (231) 722-0066

Email: susanc@dcilmi.org

Cass

MS. ROZANNE SCHERR
Dowagiac Dial-A-Ride
P.O. Box 430
Dowagiac, MI 49047

Telephone No.: (269) 782-2195

Fax No.: (269) 782-9744

Email: rscherr@dowagiac.org

Wayne

MS. GERRI FORTE
Downriver Community Conference
15100 Northline Road
Southgate, MI 48195

Telephone No.: (313) 281-0700

Fax No.:

Email:

Chippewa

MR. CHARLES MOSER
Eastern U.P. Transportation Authority
4001 I-75 Business Spur
Sault Ste Marie, MI 49783

Telephone No.: (906) 632-2898

Fax No.: (906) 632-0988

Email: moserc@lighthouse.net

Eaton

MS. DONNA WEBB
Eaton County Transportation Authority
916 East Packard
Charlotte, MI 48813

Telephone No.: (517) 541-9308

Fax No.: (517) 543-0146

Email: dwebb@eatontrans.com

7/2/2014

Transit Agency Address/Phone Numbers

Emmet

MS. KAREN LASECK
Emmet County Medical Care Facility
750 East Main Street
Harbor Springs, MI 49740

Telephone No.: (231) 526-4400

Fax No.: 231-526-5252

Email: klaseck@baybluffs.org

Genesee

MS. GLORIA MCCRACKEN
Family Service Agency of Mid Michigan
1422 W. Court St.
Flint, MI 48503

Telephone No.: (810)257-3779

Fax No.: (810)767-0020

Email: fgplint@hotmail.com

Oakland

MS. BARBARA WILBER
Farmington Hills
28600 Eleven Mile Road
Farmington Hills, MI 48334

Telephone No.: (248) 871-2400

Fax No.:

Email:

Oakland

MS. PAIGE GEMBARSKI
Ferndale, City of
1201 Livernois
Ferndale, MI 48220

Telephone No.: (248) 544-6767

Fax No.:

Email:

Genesee

MR. EDGAR BENNING
Flint Mass Transportation Authority
1401 South Dort Highway
Flint, MI 48503

Telephone No.: (810) 767-6950

Fax No.: (810)767-6580

Email: mketels@mtaflint.org

Emmet

MS. SUSAN ENGEL
Friendship Center of Emmet County
1322 Anderson Rd.
Petoskey, MI 49770

Telephone No.: (231) 347-3211

Fax No.: (231) 347-3795

Email: sue@emmetcoa.org

Genesee

MR. MAX GALANTER
Genessee County Association for Retarded Citizens
G-5069 Van Slyke Road
Flint, MI 48507

Telephone No.: (810)238-3671

Fax No.: (810)238-2140

Email: jfishler@viprogram.org

7/2/2014

Transit Agency Address/Phone Numbers

Ottawa

MS. PAM HAVERDINK
Georgetown Seniors, Inc.
7096 8th Avenue
Jenison, MI 49428

Telephone No.: (616) 457-1170

Fax No.: (616) 457-3670

Email: haverdinkp@gmail.com

Gladwin

MR. JOSH REID
Gladwin City/County Transit
615 Weaver Court PO Box 498
Gladwin, MI 48624-0498

Telephone No.: 989 426-6751

Fax No.: 989 426-5947

Email: carolgct@netscape.net

Gogebic

MR. JAMES MILDREN
Gogebic County Transit
235 E. McLeod Avenue
Ironwood, MI 49938

Telephone No.: (906) 932-2523

Fax No.: (906) 932-1493

Email: bluebus1@sbcglobal.net

Kent

MS. KATHY CROSBY
Goodwill Industries (Kent County)
3035 Prairie St.S.W.
Grandville, MI 49418

Telephone No.: (616) 532-4200

Fax No.: (616) 532-3044

Email:

Muskegon

MS. MEREDITH CHAMPAGNE
Goodwill Industries (Muskegon County)
271 E. Apple Ave.
Muskegon, MI 49442

Telephone No.: (231) 722-7871

Fax No.: (231) 728-6408

Email: mchampagne@goodwillwm.org

Houghton

MR. KEITH STENGER
Goodwill Industries of Northern Wisconsin and Upper Michigan
23390E Airpark Blvd
CALUMET, MI 49913

Telephone No.: (906) 482-6142

Fax No.: (906) 482-6133

Email: kstenger@gwmarinette.org

Gratiot

MR. CRAIG ZEESE
Gratiot County COA
515 South Pine River
Ithaca, MI. 48847

Telephone No.: (989)875-5246

Fax No.: (989)875-5281

Email: jeanmcnab@hotmail.com

Transit Agency Address/Phone Numbers

Lapeer

MS. CAROL WEGHER
Greater Lapeer Transportation Authority
 230 S. Monroe St.
 Lapeer, Michigan 48446

Telephone No.: (810) 664-4566

Fax No.: (810) 664-5491

Email: cwegher@go-glta.org

Montcalm

MR. GEORGE BOSANIC
Greenville Transit
 411 S Lafayette
 Greenville, MI 48838

Telephone No.: (616) 754-5645

Fax No.: (616) 754-6320

Email: GBosanic@greenvillemi.org

Lapeer

MS. JENNIFER PAGE
Growth and Opportunity, Inc.
 525 S. Court Street
 Lapeer, MI 48446

Telephone No.: (810) 664-8504

Fax No.: (810) 664-0680

Email: jpage@go-inc.org

Houghton

MR. GLENN ANDERSON
Hancock, City of
 399 Quincy Street
 Hancock, MI 49930

Telephone No.: 906-482-1121

Fax No.: 906-482-7910

Email: manager@cityofhancock.net

Gratiot

MS. SUE GARZA
Handicappers Information Council
 1022 Michigan Avenue
 Alma, MI 48801

Telephone No.: 989 466-5656

Fax No.: 989 463-8402

Email: garzask@yahoo.com

Ottawa

MR. TOM MANDERSCHIED
Harbor Transit
 440 North Ferry
 Grand Haven, MI 49417

Telephone No.: (616) 842-3220

Fax No.: (616) 847-3477

Email: tmanderscheid@grandhaven.org

Macomb

MR. NORM SAMRA
Harrison, Charter Township of
 38151 L'Anse Creuse
 Harrison Township, MI 48045

Telephone No.: (586) 466-1445

Fax No.: (586) 466-1424

Email:

Transit Agency Address/Phone Numbers

Livingston

MS. ALICE ANDREWS
Hartland Senior Center
 9525 Highland Road
 Howell, MI 48843

Telephone No.: (810) 626-2135

Fax No.: (810) 626-2136

Email: aliceandrews@hartlandschools.us

Saginaw

MS. KRYSTAL TEBEDO
Healthsource Saginaw, Inc.
 3340 Hospital Road
 Saginaw, MI 48603-9622

Telephone No.: 989 790-7788

Fax No.: 989 790-9297

Email: ktebedo@healthsourcesaginaw.org

Oakland

MS. BARBARA ROLLIN
Highland/Milford
 205 North John Street
 Highland, MI 48357

Telephone No.: (313) 887-1707

Fax No.:

Email:

Hillsdale

MS. LINDA BROWN
Hillsdale Dial-A-Ride
 City Hall, 97 North Broad Street
 Hillsdale, MI 49242-1695

Telephone No.: (517) 437-6444

Fax No.: (517) 437-6450

Email: lbrown@cityofhillsdale.org

Kent

MR. STEVE HARTMAN
Hope Network, Inc.
 755 36th St. SE
 PO Box 141
 Grand Rapids, MI 49501

Telephone No.: (616) 248-5196

Fax No.: (616) 243-1258

Email: shartman@hopenetwork.org

Houghton

MS. JODI REYNOLDS
Houghton Motor Transit Line
 PO Box 606
 Houghton, MI 49931

Telephone No.: (906) 482-1700

Fax No.: (906) 483-5303

Email: transitdepartment@cityofhoughton.com

Huron

MR. KENNETH JIMKOSKI
Huron Transit Corporation
 1513 Bad Axe Road
 Bad Axe, MI 48413

Telephone No.: 989 269-8191

Fax No.: 989 623-0033

Email: kenjimkoski.tat@gmail.com

Transit Agency Address/Phone Numbers

Oakland

MS. MARGARET BURTD
Independence Twp
 90 North Main Street
 Clarkston, MI 48016

Telephone No.: (248) 625-5111

Fax No.:

Email:

Allegan

MS. PHYLLIS YFF
Interurban Transit Authority
 100 Wiley Rd., P.O. Box 649
 Douglas, MI 49406-0649

Telephone No.: (269) 857-1301

Fax No.:(269) 857-3403

Email: pyff@saugatuckinterurban.org

Kent

MR. PETER VARGA
Interurban Transit Partnership (RAPID)
 300 Ellsworth Avenue SW
 Grand Rapids MI 49503-4005

Telephone No.: (616) 456-7514

Fax No.:(616) 456-1941

Email: PVarga@ridetherapid.org

Ionia

MS. LYNETTE SEILER
Ionia County Commission on Aging
 115 Hudson
 Ionia, MI 48846

Telephone No.: (616) 527-5365

Fax No.:(616)527-5955

Email: Lseiler@ioniacounty.org

Ionia

MS. HEIDI WENZEL
Ionia Dial-A-Ride
 251 E. Adams St.
 Ionia, MI 48846

Telephone No.: (616) 527-4000

Fax No.:(616) 527-5788

Email: hwenzel@ci.ionia.mi.us

Iosco

MS. PAULINE FERNS
Iosco Transit Corporation
 1036 N. Aulerich
 East Tawas, MI 48730

Telephone No.: 989-362-8108

Fax No.:989 362-9992

Email: ioscotransit@live.com

Isabella

MR. RICK COLLINS
Isabella County Transportation Commission
 2100 E. Transportation Drive
 Mt. Pleasant, MI 48858

Telephone No.: 989 773-2913

Fax No.:989 773-1873

Email: rcollins@ictcbus.com

Transit Agency Address/Phone Numbers

Jackson

MR. BRAD CHARKOWSKIE
Jackson Area Transportation Authority
 2350 E. High St
 Jackson, MI 49203-2390

Telephone No.: (517) 787-8363

Fax No.: (517) 787-6833

Email: dawn.mrocza@jacksontransit.com

Genesee

MS. LYNDA YEOTIS
Jewish Community Services
 619 Wallenberg St.
 Flint, MI 48502

Telephone No.: (810)767-5922

Fax No.: (810)767-9024

Email:

Washtenaw

MS. ANYA ABRAMZON
Jewish Family Services of Washtenaw County
 2245 S. State St. Ste. 200
 Ann Arbor, MI 48104

Telephone No.: (734) 769-0209

Fax No.: (734) 769-0224

Email: anya@jfsannarbor.org

Oakland

MS. LEAH ROSENBAUM
JVS
 29699 Southfield Road
 Southfield, MI 48076

Telephone No.:

Fax No.:

Email:

Kalamazoo

MR. SEAN MCBRIDE
Kalamazoo Metro Transit System
 530 North Rose Street
 Kalamazoo, MI 49007-3638

Telephone No.: (269) 337-8088

Fax No.: (269) 337-8211

Email: mcbrides@kalamazoo-city.org

Kalkaska

MR. RON KEA
Kalkaska Public Transit Authority
 P.O. Box 1046
 1251 Island Lake Road
 Kalkaska, MI 49646

Telephone No.: (231) 258-6808

Fax No.: (231) 258-6810

Email: kpta@att.net

Kent

MR. PAUL IPPEL
Kent County Community Mental Health
 728 Fuller Ave. NE
 Grand Rapids Michigan 49503

Telephone No.: 616-336-3765

Fax No.: 616-336-3593

Email:

7/2/2014

Transit Agency Address/Phone Numbers

Hillsdale

MS. JULIE BOYCE
Key Opportunities
400 North Hillsdale
Hillsdale, MI 49242

Telephone No.: (517) 437-4469

Fax No.: (517) 437-0266

Email: jboyce@keyopportunities.org

Lapeer

MS. ANN ZETTLE
Lapeer Team Work, Inc.
P.O. Box 294
Lapeer, MI 48446

Telephone No.: (810) 664-2710

Fax No.: (810) 664-2122

Email: ann@lapeerteamwork.com

Wayne

MS. EVA GARZA DEWAELSCHÉ
Latin American Social & Economic Dev.
4138 West Vernor
Detroit, MI 48209

Telephone No.: (313) 554-2025

Fax No.:

Email:

Lenawee

MS. MARCIA BOHANNON
Lenawee County
135 East Maumee Street
Adrian, MI 49221

Telephone No.: (517) 264-4849

Fax No.: (517) 264-8016

Email: mbohannon@adrianmi.gov

Lenawee

MS. CARI REBOTTARO
Lenawee County Department on Aging
1040 S. Winter St. Suite. 3003
Adrian, MI 49221

Telephone No.: (517) 264-5280

Fax No.: (517) 264-5299

Email: crebottaro@lenaweeseniors.org

Livingston

MR. DOUG BRITZ
Livingston Essential Transportation
3950 W. Grand River
Howell, MI 48855

Telephone No.: (517) 540-7847

Fax No.: (517) 546-5088

Email: dbritz@livgov.com

Wayne

MS. EVELYN GOUDREAU
Livonia, City of
33000 Civic Center Drive
Livonia, MI 48154

Telephone No.: (734) 466-2542

Fax No.: (734) 466-2190

Email:

7/2/2014

Transit Agency Address/Phone Numbers

Mason

MR. RICHARD COLLINS
Ludington Mass Transportation Authority
5545 W. Carr St.
Ludington, MI 49431

Telephone No.: (231) 845-1231

Fax No.: 231-843-1407

Email: transit@lmta.us

Saginaw

MR. JIM MEYER
Lutheran Home of Frankenmuth
725 West Genesee
Frankenmuth, MI 48734

Telephone No.: 989 652-9951

Fax No.: 989 652-3292

Email: jmeyer@agingenriched.org

Ottawa

MS. LINDA LEFEBRE
Macatawa Area Express (MAX) (Holland)
171 Lincoln
Suite 20
Holland, MI 49423

Telephone No.: (616) 928-2486

Fax No.: (616) 928-2467

Email: l.lefebvre@catchamax.org

Mackinac

MR. KEN STOTT
Mackinac County Transportation
P.O. Box 70
Sault Ste Marie, MI 49783

Telephone No.: (906) 632-3363

Fax No.: (906) 632-4255

Email: kstott@clmcaa.com

Macomb

MR. STEPHEN HARRELL
Macomb Co. Community Services Agency
21885 Dunham Road, Suite 10 Verkuilen Building
Clinton Township, MI 48036

Telephone No.: (586) 469-6999

Fax No.: (586) 469-5530

Email:

Macomb

MS. KARYN DOMBROWSKI CURRO
Macomb Co. Interfaith Volunteer Caregivers
31654 Mound Road
Warren, MI 48092

Telephone No.: (586) 983-3633

Fax No.: (586) 983-3634

Email:

Macomb

MS. KATHRYN ANN KOZLINSKI
Macomb County Dept of Sr Citizens Adult Day Care Program
25401 Harper
St. Clair Shores, Michigan 48081

Telephone No.: (586) 466-6817

Fax No.: (586) 466-6808

Email:

7/2/2014

Transit Agency Address/Phone Numbers

Washtenaw

MR. HOWARD PARR
Manchester Area Senior Center
912 City Rd. P.O. Box 31
Manchester, Michigan 48158

Telephone No.: (734) 428-9233

Fax No.:

Email: haabparr@gmail.com

Manistee

MR. DICK STREVEY
Manistee County Transportation, Inc.
180 Memorial Drive
Manistee, MI 49660

Telephone No.: (231) 723-6561

Fax No.:(231) 723-1664

Email: richard@manisteebus.com

Calhoun

MS. KRISTIN JENKINS
Marian Burch Center
1150 E. Michigan Ave
Battle Creek, MI 49014

Telephone No.: (269) 962-1750

Fax No.:(269) 962-6008

Email: kjenkins@ccmcf.com

Marquette

MS. DELYNN KLEIN
Marquette County Transit Authority
1325 Commerce Drive
Marquette, MI 49855

Telephone No.: (906) 225-1112

Fax No.:(906) 225-0682

Email: marqtran@marq-tran.com

Calhoun

MR. JERRY HUTCHISON
Marshall, City of
900 S. Marshall
Marshall, MI 49068

Telephone No.: (269)-967-2268

Fax No.:(269) 789-4628

Email: GHutchison@cityofmarshall.com

Charlevoix

MR. JOHN DRURY
MASSTrans
P.O. Box 454
Boyne City, MI 49712

Telephone No.:

Fax No.:

Email: jdtrans@charter.net

Antrim

MR. DAVID SCHULZ
Meadow Brook Medical Care Facility
4543 South M-88 Highway
Bellaire, MI 49615

Telephone No.: (231) 533-8661

Fax No.:(231)-533-6028

Email: adminservices@meadowbrookmcf.com

Transit Agency Address/Phone Numbers

Mecosta

MS. CYNTHIA MALLORY
Mecosta County COA
 12954 80th Avenue
 Mecosta, MI 49332

Telephone No.: (231) 972-2884

Fax No.: (231)972-4735

Email: cynthia.mallory@mccoasc.org

Mecosta

MR. RON SCHALOW
Mecosta Osceola Transit Authority (MOTA)
 18710 16 Mile Road
 POB 1116
 Big Rapids, MI 49307

Telephone No.: 231-796-4896

Fax No.: 231-796-4137

Email: director@motaonline.net

Delta

MS. SALLY KIDD
Menominee/Delta/Schoolcraft
 507 First Avenue, North
 Escanaba, MI 49829

Telephone No.: (906) 786-7080

Fax No.: (906) 786-9423

Email: skidd@mdscaa.org

Ingham

MR. CLARK HARDER
Michigan Public Transit Association
 2875 Northwind Drive, Suite 120
 East Lansing, MI 48823

Telephone No.:

Fax No.:

Email: mptaclark@comcast.net

Midland

MS. LYN KNAPP
Midland County Board of Commissioners
 884 E. Isabella Road
 Midland, MI 48640

Telephone No.: 989 631-5202

Fax No.: 989 631-4541

Email: lyn.knapp@etc-1.com

Midland

MS. KAREN MURPHY
Midland Dial-A-Ride
 4811 N. Saginaw Rd
 Midland, MI 48640

Telephone No.: 989 837-6909

Fax No.: 989 837-5741

Email: kmurphy@midland-mi.org

Monroe

MS. JENNIFER MICHALAK
Milan Seniors for Healthy Living
 45 Neckel Ct
 Milan, MI 48160

Telephone No.: 734-508-6229

Fax No.: 734-439-4315

Email: mshl@milanseniors.org

Transit Agency Address/Phone Numbers

Missaukee

MS. PAM BLEVINS
Missaukee County
 P.O. Box 217
 Lake City, MI 49651

Telephone No.: (231) 839-7839

Fax No.: (231) 839-7630

Email: coadirector@missaukee.org

Monroe

MR. MICHAEL BOUDRIE
Monroe County Community Mental Health
 PO Box 726
 Monroe, MI 48161

Telephone No.: (734) 243-7340

Fax No.: (734) 241-8303

Email:

Monroe

MS. BRENDA NEEDHAM
Monroe County Opportunity Program
 1140 S. Telegraph Road
 Monroe, MI 48161

Telephone No.: (734) 241-2783

Fax No.: (734) 457-0630

Email:

Montcalm

MR. BOB CLINGENPEEL
Montcalm County Commission on Aging
 613 North State St., P.O. Box 212
 Stanton, MI 48888

Telephone No.: (989) 831-7476

Fax No.: (989) 831-7485

Email: bclingenpeel@co.montcalm.mi.us

Montmorency

MR. RONALD PRELL
Montmorency County Specialized Services
 3020 US 23 South
 Alpena, MI 49707

Telephone No.: 989 354-2487

Fax No.: 989 358-9001

Email: EdmondsB@PrellsServices.com

St. Joseph

MRS (St. Joseph Co)

Telephone No.:

Fax No.:

Email:

Macomb

MR. JOHN CODY
Mt. Clemens
 97 Eldredge Street
 Mt. Clemens, MI 48043

Telephone No.: (586) 469-7433

Fax No.: (586) 469-7716

Email:

Transit Agency Address/Phone Numbers

Muskegon

MR. JAMES KOENS
Muskegon Area Transit System
 2624 Sixth Street
 Muskegon Heights, MI 49444

Telephone No.: (231) 724-6420

Fax No.: (231) 830-1607

Email: koensji@co.muskegon.mi.us

Newaygo

MS. FLORA SERMON
Newaygo County COA
 P.O. Box 885, 93 S Gibbs St.
 White Cloud, MI 49349

Telephone No.: (231) 689-2100

Fax No.: (231) 689-0871

Email: SermonF@co.newaygo.mi.us

Berrien

MR. EVAN SMITH
Niles Dial-A-Ride
 623 N. Second Street
 Niles, MI 49120

Telephone No.: (269) 684-5150

Fax No.: (269) 684-5154

Email: esmith@nilesmi.org

Washtenaw

MR. DOUG ANDERSON
Northfields Human Service Agency
 PO Box 505
 Whitmore Lake, MI 48189

Telephone No.: 734-449-0110

Fax No.: 734-449-0840

Email: douganhs@sbcglobal.net

Wayne

MS. TRACI SINCOCK
Northville
 215 West Main St.
 Northville, Michigan 48167

Telephone No.: (248) 349-0203

Fax No.: (248) 380-8611

Email:

Oceana

MS. TINA HOUSER
Oceana County COA
 621 E. Main
 Hart, MI 49420

Telephone No.: (231) 873-4461

Fax No.: (231) 873-5645

Email: collier@oceanacountycouncilonaging.co

Ogemaw

MS. MAUREEN DAUGHERTY
Ogemaw County Public Transportation
 1383 Airport Rd
 West Branch, MI 48661

Telephone No.: 989 345-5790

Fax No.: 989 345-4959

Email: transit@rcta-transit.net

7/2/2014

Transit Agency Address/Phone Numbers

Oakland

MS. MARYE MILLER
Older Persons Commission
650 Letica Drive
Rochester, Michigan 48307

Telephone No.: (248) 608-0255

Fax No.: (248) 656-3153

Email:

Ontonagon

MS. VICKI WHITE
Ontonagon County Public Transit
200 Industry Park Road
Ontonagon, MI 49953

Telephone No.: (906) 884-2004

Fax No.: (906) 884-2022

Email: ontran@jamadots.com

Oscoda

MS. SHAYNA MONEY
Oscoda County Area Transit Specialists
P.O. Box 486
Mio, MI 48647

Physical address:
Telephone No.: 989 826-5078

Fax No.:

Email: ocats@email.com

Otsego

MR. THERON HIGGINS
Otsego County Bus System
1254 Energy Drive
Gaylord, Michigan 49735

Telephone No.: 989 731-1204

Fax No.: 989 731-9924

Email: thiggins@otsegocountymi.gov

Ottawa

MR. AARON BODBYL-MAST
Ottawa, County of
12220 Fillmore Street
Room 260
West Olive, MI 49460

Telephone No.: (616) 738-4689

Fax No.: (616) 738-4625

Email: ABodbyl-Mast@miottawa.org

Wayne

MR. THOMAS CERVEANK
Peoples Community Services
412 West Grand Boulevard
Detroit, MI 48216

Telephone No.: (313) 554-3111

Fax No.: (313) 554-3113

Email:

Muskegon

MR. GREG SCOTT
Pioneer Resources - Muskegon
1145 E. Wesley Ave
Muskegon, MI 49442

Telephone No.: (231) 773-5355

Fax No.: (231) 777-3507

Email: gscott@pioneerresources.org

7/2/2014

Transit Agency Address/Phone Numbers

Ottawa

MR. GREG SCOTT
Pioneer Resources - Ottawa
4190 Sunnyside Drive
Holland, MI 49424

Telephone No.: 616-355-3219

Fax No.: 616-396-2987

Email: gscott@pioneerresources.org

Wayne

MS. SALLY GRAHAM
Pointe Area Assisted Transp.
19617 Harper Avenue
Harper Woods, MI 48225-2095

Telephone No.: (313) 343-2582

Fax No.: (313) 343-2507

Email:

Oakland

MS. KATHY ELEY
Pontiac Schools - SCAMP
60 Parkhurst Street
Pontiac, MI 48342

Telephone No.: (248) 333-7435

Fax No.:

Email:

Oakland

MR. FRANKLIN HATCHETT
Pontiac, City of
60 East Pike Street
Pontiac, MI 48058

Telephone No.: (248) 857-7688

Fax No.:

Email:

Presque Isle

MS. SUE FLEWELLING
Presque Isle County COA
6520 Darga Highway
Posen, MI 49776

Telephone No.: 989 766-8191

Fax No.: 989 766-2329

Email: flewellings@piccoa.org

Wayne

MS. ROCHELLE KATZ
Redford Township
12121 Hemingway Street
Redford Township, MI 48239

Telephone No.: (313) 937-5270

Fax No.: (313) 937-0580

Email:

Calhoun

MS. JOLENE ENGLISH
Region 3B Area Agency on Aging
200 W. Michigan Ave., suite 102
Battle Creek, MI 49017

Telephone No.: (269) 441-0924

Fax No.: (269) 441-0967

Email: jenglish@region3b.org

7/2/2014

Transit Agency Address/Phone Numbers

Wayne

MR. MANAGER MANAGER
Regional Transportation Authority

Telephone No.:

Fax No.:

Email:

MS. GLADYS BAILEY
Response Transportation
9601 St. Mary's
Detroit, MI 48227

Wayne

Telephone No.: (313) 838-0046

Fax No.:

Email:

MR. JEFF WHITE
Richmond Lenox EMS
34505 32 Mile Road
Richmond, MI 48062

Macomb

Telephone No.: (586) 727-2184

Fax No.:(586) 727-5050

Email: rlemsc1@aol.com

MS. MAUREEN DAUGHERTY
Roscommon County Transportation Authority
2665 South Townline Road
POST OFFICE BOX 284
PRUDENVILLE, MI 48651

Roscommon

Telephone No.: 989 366-5309

Fax No.:989 366-4122

Email: transit@rcta-transit.net

MS. KAREN COURNEYA
Saginaw COA
2355 Schust Rd.
Saginaw, MI 48603

Saginaw

Telephone No.: 989 797-6876

Fax No.:989 797-6882

Email: vhaller@saginawcounty.com

MR. SYLVESTER PAYNE
Saginaw Transit Authority Regional Services
615 Johnson Street
Saginaw, MI 48607

Saginaw

Telephone No.: 989 907-4000

Fax No.:989 753-0144

Email: spayne@saginaw-stars.com

MS. ONALEE PALLAS
Sanilac Transportation Corporation
110 Campbell Rd.
Sandusky, Michigan 48471

Sanilac

Telephone No.: (810) 648-9766

Fax No.:(810) 648-9769

Email: santran9311@sbcglobal.net

7/2/2014

Transit Agency Address/Phone Numbers

Chippewa

MR. KEN STOTT
Sault Ste. Marie, City of
524 Ashmun
Sault Ste. Marie, MI 49783

Telephone No.: (906) 632-3363

Fax No.: (906) 632-4255

Email: kstott@clmcaa.com

Schoolcraft

MR. JOHN STAPLETON
Schoolcraft County Public Transportation
335 N East Road
Manistique, MI 49854

Telephone No.: (906) 341-2111

Fax No.: (906) 341-2113

Email: transitdirector@schoolcraftcounty.us

Kent

MR. ROBERT BARNES
Senior Neighbors
820 Monroe N.W., Suite 460
Grand Rapids, MI 49503-1442

Telephone No.: (616) 233-0277

Fax No.: (616) 459-6953

Email: rbarnes@seniorneighbors.org

Shiawassee

MR. LAWRENCE ALPERT
Shiawassee Area Transportation Agency
180 North Delaney Road
Owosso Michigan 48867

Telephone No.: 989 729-2687

Fax No.: 989 729-8207

Email: lalpert@satabus.org

Wayne

MR. JOHN HERTEL
SMART
535 Griswold St., Suite 600
Detroit, MI 48226

Telephone No.: (313) 223-2106

Fax No.: (248) 244-9283

Email: jhertel@smartbus.org

Monroe

MR. MARK JAGODZINSKI
SMART - Bedford
1105 West 7th Street
Monroe, Michigan 48161

Telephone No.: (734) 242-6672

Fax No.: (734) 242-1121

Email:

Monroe

MR. MARK JAGODZINSKI
SMART - Lake Erie Transit
1105 West Seventh Street
Monroe, MI 48161

Telephone No.: (734) 242-6672

Fax No.: (734) 242-1121

Email: mjag@letbus.com

7/2/2014

Transit Agency Address/Phone Numbers

Oakland

MS. LYNN GUSTAFSON
SMART - North Oakland Transportation Authority
720 James W. Hunt Dr.
PO Box 96
Oxford, MI 48371

Telephone No.: (248)-236-9273 Fax No.: (248)-969-0839 Email: notaride@sbcglobal.net

Oakland

MS. PAULA WASHINGTON
SMART - Royal Oak
21131 Garden Lane
Ferndale, Michigan 48220

Telephone No.: (248) 547-9800 Fax No.: Email:

Oakland

MS. NICOLE MESSINA
Southfield Senior Adult Ctr
24350 Civic Center Drive
Southfield, MI 48034

Telephone No.: (248) 827-0700 Fax No.: Email:

Wayne

MR. THOMAS STARK
Southwest Counseling and Development Services
1700 Waterman
Detroit, MI 48209

Telephone No.: (313) 841-8905 Fax No.: Email:

Saginaw

MS. MACKENZIE MARTIN
St Marys Guardian Angel Respite and Day Care Serv
800 S. Washington
Saginaw, MI 48601-2524

Telephone No.: (989)753-0824 Fax No.: (989)753-0839 Email: mkerr2@stmarysofmichigan.org

Macomb

MS. CAROL KLINE
St. Clair Shores
20000 Stephens Street
St. Clair Shores, MI 48080

Telephone No.: (586) 445-0996 Fax No.: (586) 445-5324 Email:

St. Joseph

MS. KRYSTI BOUGHTON
St. Joseph Community Co-Op
921 Broadus
Sturgis, MI 49091

Telephone No.: (269) 659-4525 Fax No.: (269) 659-4528 Email: kboughton@stjoeco-op.org

7/2/2014

Transit Agency Address/Phone Numbers

St. Joseph

MS. LYNN COURSEY
St. Joseph County COA
103 South Douglas Ave.
Three Rivers, Mi 49093

Telephone No.: (269) 279-8083

Fax No.: (269) 273-7058

Email: lcoursey@sjccoa.com

St. Joseph

MR. STEVE YORKS
St. Joseph County Transportation Authority
810 Webber Avenue
Three Rivers, Mi 49093

Telephone No.: (269) 273-8084

Fax No.: (269) 273-8615

Email: sjcta@frontier.com

Macomb

MS. CLARA RUSSELL
STAR Transportation
361 Morton
Romeo, MI 48065

Telephone No.: (586) 752-9010

Fax No.: (586) 752-1118

Email:

Cheboygan

MR. MIKE COUTURE
Straits Regional Ride
1520 Levering Road
Cheboygan, MI 49721

Telephone No.: (231) 597-9262

Fax No.: (231) 597-0178

Email: couturem42@hotmail.com

Wayne

MR. DWAYNE SEALS
Sumpter Twp
23480 Sumpter Road
Belleville, MI 48111

Telephone No.: (313) 461-6201

Fax No.: (313) 461-6441

Email:

Alpena

MS. BILLI EDMONDS
Thunder Bay Transportation Authority
3020 US 23 South
Alpena, MI 49707

Telephone No.: (989) 354-2487

Fax No.: (989) 358-9001

Email: EdmondsB@PrellsServices.com

Dickinson

MS. CHRISTINE KRUPPSTADT
TRICO, Inc.
P.O.Box 2610
Kingsford, MI 49802

Telephone No.: 906 774-5718

Fax No.: 906 774-5746

Email: christine@tricoopp.com

Transit Agency Address/Phone Numbers

Berrien

MR. BILL PURVIS
Twin Cities Area Transportation Authority
 P. O. Box 837
 Benton Harbor, Mi 49023-0837

Telephone No.: (269) 927-2268

Fax No.: (269) 927-2310

Email: tcata1@comcast.net

Dickinson

MR. JEFF HEINO
U.P. Community Service Inc.
 800 Crystal Lake Blvd.
 Iron Mountain, MI 49801-2765

Telephone No.: (906) 774-2256

Fax No.: (906) 774-2257

Email: bhardacre@dicsami.org

Kent

MR. RICHARD CLANTON
United Methodist Community House
 904 Sheldon Ave. SE
 Grand Rapids, MI 49507

Telephone No.: (616) 452-3226

Fax No.: (616) 452-0939

Email: rclanton@umchousegr.org

Van Buren

MR. TONY DACOBA
Van Buren County Board of Commissioners
 610 David Walton Drive
 Bangor, MI 49013

Telephone No.: (269) 427-7377

Fax No.: (269) 427-5062

Email: dacobat@vbco.org

Wayne

MS. MAUDE FREEMAN
Virginia Park CT Service Corp.
 8431 Rosa Parks Boulevard
 Detroit, MI 48206

Telephone No.: (313) 894-2830

Fax No.:

Email:

Emmet

MS. MICHELLE SCHWARTZ
Vital Care Adult Day Center
 One Hiland Dr.
 Petoskey, MI 49770

Telephone No.: 231-348-0771

Fax No.: 231-268-3719

Email: mschwartz@vitalcare.org

Genesee

MR. MAX GALANTER
Vocational Independence Program Transportation VIP
 5069 Van Slyke Road
 Flint, Michigan 48507

Telephone No.: (810)238-3671

Fax No.: (810)238-2140

Email: max@viprogram.org

7/2/2014

Transit Agency Address/Phone Numbers

Wayne

MS. KAREN BISDORF
Walter & May Reuther Senior Services
450 Eliot Street
Detroit, MI 48201

Telephone No.: (313) 831-8650

Fax No.: (313) 831-3611

Email: kbisdorf@matrixhs.org

Macomb

MS. BECKY ROSE
Warren Parks & Rec.
5440 Arden
Warren, Michigan 48092

Telephone No.: (586) 268-0551

Fax No.: (586) 268-0606

Email:

Oakland

MS. LANNETTE AMON
Waterford Senior Center
3621 Pontiac Lake Road
Waterford, Michigan 48328

Telephone No.: (248) 682 9450

Fax No.: 248 682 9450

Email:

Washtenaw

MS. MICHAELENE PAWLAK
Western-Washtenaw Area Value Express
809 West Middle Street
P.O. Box 272
Chelsea, MI 48118

Telephone No.: (734) 433-1338

Fax No.: (734) 475-9494

Email: wwveadministration@comcast.net

Oakland

MS. BEVERLY SPOOR
White Lake Township
7525 Highland Road
White Lake, MI 48383-2900

Telephone No.:

Fax No.:

Email:

Lake

MS. VEDRA GANT-PAIGE
Yates Township
PO Box 147
Idlewild, MI 49642

Telephone No.: (231) 745-7311

Fax No.: (231) 745-2070

Email: vgant@yatesdialaride.com; vedragant@

STATE OF MICHIGAN

Request For Proposal No. 18000000885

Accessible Passenger Vehicle - Modified Minivan

Schedule F - Pricing

- Pricing includes all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
- The Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

COST MODEL/EVALUATION FORM

Accessible Passenger Vehicle - Modified Minivan

Minimum 4 Years/100,000 Miles

Body Manufacturer:	Braun Corporation on FCA Dodge Caravan	
Bidder Company Name:	Mobility Transportation Services	
Bidder Address:	42000 Koppernick, Suite A3, Canton, MI 48187	
Preparer's Name:	Dave Brown	
Inspection Facility:	Vans may be inspected at MTS or at Braun	
Address of Inspection Facility:	42000 Koppernick, Suite A3, Canton, MI 48187 or 631 W. 11th Street, Winamac, IN, 46996	
I.	COST MODEL	
	Description	Unit Price
	Vinyl Seat Covers	
A	3 + 2 passenger vehicle with fold-away seat	\$35,779.23
B	3 + 2 passenger vehicle, without fold-away seat	\$34,561.19
	Cloth Seat Covers	
C	3 + 2 passenger vehicle with fold-away seat	\$34,876.98
D	3 + 2 passenger vehicle, without fold-away seat	\$33,974.73
	SUBTOTAL (A-D)	
AA.	Equipment Options	
A	Paint – 3” stripe	\$350.88
B	Wheelchair Single Point Securement System	\$401.00
C	Foldaway rear seat foot rest (std.)	\$0.00
D	Donation Box	\$250.63