

CONTRACT NO.
ACCOUNT NO.
AGENDA:

MICHIGAN DEPARTMENT OF TRANSPORTATION

SELECTED CONTRACTOR.

CONTRACT FOR

COMMUTER VANPOOL PROGRAM

THIS CONTRACT is made and entered into this date of _____ by and between the Michigan Department of Transportation, hereinafter referred to as the “DEPARTMENT,” and the selected contractor, hereinafter referred to as the “CONTRACTOR.”

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ATTACHMENTS

Attachment A

- Exhibit A - General Agreement Provisions for Federal Aid Projects
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- Exhibit C - Department's Public Commuter Vanpool Pricing
- Exhibit D - Local Rideshare Office Service Areas
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PART I. GENERAL PROVISIONS

Section 1. DEFINITIONS

As used in this Contract:

COMMUTER

VANPOOL

- Means a group of individuals voluntarily participating in a ridesharing arrangement on a month-to-month basis utilizing a seven- to fifteen-passenger vehicle. Vanpool drivers and back-up drivers are themselves commuters who are volunteers receiving no compensation for their efforts or are volunteers who are reimbursed by riders for the vehicle and its operating expenses. A vanpool driver uses the van to pick up, transport, and deliver the other vanpool passengers to and from their residences (or a common staging area) and their places of employment. The vehicle makes one trip to work and one trip home. The use of the van will not be construed as “being engaged in transportation as a business.” The vehicle may be used for personal use as defined in the driver agreement but may not be used to carry passengers for hire or outside the scope of the regular home-to-work commute. The CONTRACTOR’s Three-Party Agreement for vanpooling will be used in circumstances in which the parties to the agreement are the CONTRACTOR, the driver, and the employer of the driver. The employer must own or operate the workplace to which the van is destined.

COMMISSION

- Means the Michigan State Transportation Commission.

FEDERAL

- Means the United States Department of Transportation (US DOT), Federal Transit Administration (FTA) and/or Federal Highway Administration (FHWA).

STATE

- Means the State of Michigan.

Section 2. PURPOSE

This Contract is to provide assistance for capital and marketing activities for the vanpool program known as the MichiVan Program, hereinafter referred to as the “PROJECT.” The MichiVan Program is responsible for providing fully insured vans for qualified COMMUTER VANPOOL groups. The MichiVan Program will operate in all Michigan counties except Allegan, Kent, and Ottawa Counties. The CONTRACTOR will carry out the PROJECT responsibilities as directed by the DEPARTMENT under the names MichiVan and/or MichiVan Commuter Vanpools.

Section 3. CONTRACTOR EMPLOYEES

The CONTRACTOR will designate qualified staff representatives acceptable to the DEPARTMENT to manage and direct the technical activities required of the PROJECT and to represent the CONTRACTOR in technical matters when dealing with the DEPARTMENT. The CONTRACTOR will also designate qualified staff representatives to serve as customer service coordinators and qualified staff representatives to serve as marketing coordinators for the PROJECT.

Section 4. ESTIMATED COST OF PROJECT

The estimated cost of the PROJECT will be the amount indicated in Attachment A, dated, attached hereto and made a part hereof. The DEPARTMENT and the CONTRACTOR agree that the DEPARTMENT will provide an amount not to exceed the amount shown in Attachment A for the PROJECT. The CONTRACTOR will be responsible for all costs in excess of the DEPARTMENT funds shown in Attachment A. Any change to the funding amount set forth in Attachment A will require a prior written amendment to this Contract drafted by the DEPARTMENT and awarded by the parties, as set forth in Section 29.

DEPARTMENT funds and FEDERAL funds administered by the DEPARTMENT in this Contract made available through legislative appropriations are based on projected revenue estimates. The DEPARTMENT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made. Upon notice by the DEPARTMENT to the CONTRACTOR of a reduction in DEPARTMENT and/or FEDERAL funds, the CONTRACTOR may raise seat pricing, institute a cap on active revenue vanpools, or do both to offset a projected revenue shortfall. Any change in seat pricing must be approved by the DEPARTMENT.

Section 5. FEDERAL FUNDS

For FEDERAL funds contained in this Contract, the CONTRACTOR must follow the FEDERAL guidelines and regulations of the respective FEDERAL agency and program.

For FHWA funds contained in this Contract, the performance of the PROJECT work will be subject to the "General Agreement Provisions for Federal Aid Projects," attached hereto and made a part hereof as Exhibit A.

Section 6. ALLOWABLE COSTS

PROJECT costs will be in accordance with the following:

- a. **Salaries and Wages:** Only the CONTRACTOR's staff delivering and overseeing the marketing program may be included in this line item. Wages will be based on employees' actual hourly rates of pay and the actual hours of performance on delivery and oversight of the marketing program (based on an approved cost allocation plan). The CONTRACTOR must have methods in place to track, document, and report to the DEPARTMENT such costs and will ensure that only eligible salaries and wages are charged to the Contract.

- b. **Direct Labor Overhead:** This will be billed as a percentage of the salaries and wages of CONTRACTOR staff delivering and overseeing the marketing program (i.e., the Salaries and Wages line item). The following items may be included in the direct labor overhead (employee fringe benefit) percentage: vacation, retirement, social security, unemployment compensation, sick leave, workers' compensation, hospitalization/life insurance, and holidays.
- c. **Other Expenses:** Only items used to deliver and oversee the marketing program may be included. Costs may include rental of office space, purchase or rental of general office equipment, purchase or rental of computer equipment and software, local and toll free telephone service, cellular telephone service, answering/paging service, and utilities. Direct and allocated expenses will be provided. Any allocated expense must include the methodology used to calculate the expense and must be approved by the DEPARTMENT.
- d. **Travel:** Actual costs in accordance with and not to exceed the amounts set forth in the current State of Michigan Standardized Travel Regulations, incorporated herein by reference as if the same were repeated in full herein. In-state travel includes statewide travel and mileage reimbursement to deliver vans and to attend conferences, meetings, and/or training directly related to the marketing program. The DEPARTMENT does not foresee a need for out-of-state travel to fulfill contract obligations; however, the DEPARTMENT will consider out-of-state travel requests to attend conferences directly related to the marketing program. Out-of-state travel will be contingent on prior written approval by the DEPARTMENT. Current State of Michigan Standardized Travel Regulations can be found on the Internet at <http://www.michigan.gov/dmb> - Service & Facilities – Travel.
- e. **Guaranteed Ride Home:** The CONTRACTOR will provide a Guaranteed Ride Home program to MichiVan riders if one is not available through a local rideshare office. The Guaranteed Ride Home program is intended for rider or rider family member illness or injury, rider personal crisis at home, death in the family, or unscheduled overtime required by the employer. Personal errands, personal pre-scheduled appointments (i.e., doctor appointments), natural disasters for which the workforce is dismissed early, weather emergencies and any other unexpected acts of nature, pre-arranged overtime, and business-related travel will not be eligible. The Guaranteed Ride Home will be limited to six times a year, with no more than two times per quarter. The maximum amount allowed per ride is One Hundred Dollars (\$100.00), excluding tips. If a taxi or rental car service provider (as determined by the CONTRACTOR) is not available, mileage reimbursement will be made available in accordance with the Standardized Mileage Rate set forth in the current State of Michigan Standardized Travel Regulations.
- f. **General Marketing:** Eligible costs include brochures, broadcast/mass media advertising, direct mail, outdoor advertising, telephone advertising, interactive video, web site, flyers, newsletters, posters, other educational materials, audio

visual presentations, promotional signs, promotional items, special events, and rider retention/recruitment. Additional items may include market research, advertising agency fees, items used for the purpose of dispensing or holding marketing material, and mileage reimbursement directly related to the marketing of the program.

The DEPARTMENT will retain right of first refusal to develop and print promotional material such as folders and brochures and procure promotional items for the program. The PROJECT coordinator will coordinate these efforts to the mutual satisfaction of the DEPARTMENT and the CONTRACTOR.

- g. **Audit Costs:** The cost of the audit required for the National Transit Database reporting.
- h. **Capital Assistance:** Capital assistance will be provided to reimburse the depreciation value of the purchased vehicles using the straight line depreciation method. The monthly reimbursement for vehicles will be based on the capital cost of the *vehicle/60 or annual depreciation value/12. Annual depreciation is calculated as (capital cost/60)x12. The number of vehicles submitted for monthly payment must be consistent with the number of vehicles in the Vanpool Report submitted to the DEPARTMENT for that month. The reimbursement is limited to the capital assistance budget provided in Attachment A. Changes to the depreciation value, number, and/or types of vehicles, including fleet expansion, must be agreed upon in writing by the DEPARTMENT and the CONTRACTOR. Vehicles must be used in service and must meet the minimum occupancy levels set forth in Section 11. The DEPARTMENT does not reimburse the capital costs for vehicles that are already full depreciated.

The monthly reimbursement for purchased vehicles will be based on the purchase price/60; for leased vehicles, the monthly reimbursement will be based on total lease cost/months of lease or annual lease cost/12. The number of vehicles submitted for monthly payments must be consistent with the number of vehicles in the Vanpool Report submitted to the DEPARTMENT for that month. The reimbursement is limited to the capital assistance budget provided in Attachment A. Changes to depreciation value, number, and/or types of vehicles, including fleet expansion, must be agreed upon in writing by the DEPARTMENT and the CONTRACTOR. Vehicles must be used in service and must meet the minimum occupancy levels set forth in Section 11.

*Price of the vehicle and lease price of the vehicle are defined as the cost of the vehicle plus any additional equipment normally capitalized and required to fulfill the obligations of the Contract. This excludes any interest expense that may be included by lessor in the monthly payment amortization amount.

PART II. FLEET MANAGEMENT AND OPERATIONS

Section 7. EXPANSION VANS

The CONTRACTOR will not provide services using subsidized expansion vans funded under this Contract in Washtenaw County without prior approval from the Ann Arbor Transportation Authority. The CONTRACTOR must inform the DEPARTMENT in writing before assigning expansion vehicles in other service areas. After the vehicles are assigned, the CONTRACTOR must provide the DEPARTMENT with the following:

- A spreadsheet showing the vehicle number, make, model, year, service odometer, passenger capacity, condition, purchase date, date put in service, purchase price, lease length (in months), lease beginning date and end date, lease cost, and amount of one year depreciation or lease cost.

Section 8. REASONABLE ACCOMMODATIONS

Accommodations requiring van modifications or purchase of accessible van(s) that are requested for a person or persons with disabilities should be submitted and approved by the DEPARTMENT on a case by case basis. Costs for the van(s) and/or modifications will be negotiated between the CONTRACTOR and the DEPARTMENT. Said costs will not be charged against the PROJECT without a written request from the CONTRACTOR that has been approved by the DEPARTMENT. Vehicles will be made available within thirty (30) days of DEPARTMENT approval.

When the DEPARTMENT contributes to the cost of a van and/or modifications, the CONTRACTOR and the DEPARTMENT will agree upon the replacement cycle of the van. During this period, the van will remain in the MichiVan fleet unless a mutual agreement is reached between the CONTRACTOR and the DEPARTMENT to release the van from the fleet. Such agreement may include a repayment from the CONTRACTOR to the DEPARTMENT for a prorated share of modification costs based on the length of time the vehicle remained in the MichiVan fleet compared to the agreed upon replacement cycle.

Section 9. FARE COMPUTATION

The CONTRACTOR's COMMUTER VANPOOL public pricing for FY 2013, set by the CONTRACTOR and agreed upon by the DEPARTMENT, is provided for in Exhibit C, attached hereto and made a part hereof. The public pricing must be posted at MichiVan web sites by October 1, 2012. Once agreed upon, public pricing will not change without the mutual written agreement of the CONTRACTOR and the DEPARTMENT.

The CONTRACTOR may provide expansion vans, as provided for in Section 7. The CONTRACTOR will submit the number, types, and depreciation values or lease costs of the vehicles to the DEPARTMENT, which will then determine public pricing for the vehicles based on the availability of capital assistance.

The DEPARTMENT will exercise the right to terminate this Contract, as provided for in Section 36, if the CONTRACTOR and the DEPARTMENT fail to reach agreement on future pricing.

Section 10. FARE COLLECTION

The CONTRACTOR will utilize an electronic system for individual passenger fare collection for COMMUTER VANPOOLS operated under a Volunteer Driver Agreement. For all other agreements, the CONTRACTOR will provide for a manual or electronic billing system, as applicable.

For COMMUTER VANPOOLS, a ridership roster will be provided to lessees/drivers prior to the first of the month indicating passengers approved to ride. Lessees/drivers will be required to report passengers riding on the van who do not appear on their ridership roster. The CONTRACTOR will be directly responsible for enforcement of non-payment policies.

COMMUTER VANPOOL invoicing, fare collection (electronic and TranBen checks), and associated record-keeping and accounting are the responsibility of the CONTRACTOR. Payment will be made directly to the CONTRACTOR.

Section 11. OCCUPANCY LEVELS AND TERMINATIONS

The CONTRACTOR will require minimum levels for COMMUTER VANPOOLS under Volunteer Driver Agreements. The DEPARTMENT will not be responsible for capital assistance for COMMUTER VANPOOLS that fall below minimum occupancy levels unless the DEPARTMENT provides a written exception to the CONTRACTOR. Occupancy levels include the driver and are provided below:

<u>Van Size</u>	<u>Minimum Occupancy</u>
7 Passenger	5
10 Passenger	7
12 Passenger	9
15 Passenger	11

Should a van fall below minimum occupancy, the DEPARTMENT will reimburse the CONTRACTOR for the capital cost of the van for no more than two consecutive months.

The CONTRACTOR will identify and contact COMMUTER VANPOOL groups that are classified as low in occupants to determine strategies for recruiting riders and, if deemed necessary, to determine measures to involve the local rideshare office. If minimum occupancy is not achieved by the end of two operating months, the CONTRACTOR will either switch the group to a smaller size vehicle, terminate the lease agreement, or grant the group continuation at the COMMUTER VANPOOL's or the CONTRACTOR's expense.

Section 12. VAN DELIVERY

The CONTRACTOR will allocate a sufficient supply of vehicles to meet the ongoing needs of the PROJECT. Vans will be delivered to new COMMUTER VANPOOL groups within forty-five (45) days of the signing of agreements. If a van is not available, the CONTRACTOR will secure and supply, through the use of a subcontractor, an

equivalent vehicle at less than or equal to the price of the original vehicle until said vehicle is provided.

For every day over forty-five (45) days from the date of signature of an agreement that a permanently assigned van is not provided, One Hundred Dollars (\$100.00) will be deducted from the Salaries and Wages total amount set forth in Attachment A, payable for the year. However, the CONTRACTOR will not be in violation of this Contract if it is prevented from performing any of its obligations because of a freeze on revenue fleet growth due to lack of funding from the DEPARTMENT, unanticipated delays not the fault of the CONTRACTOR, attempts to make reasonable accommodations, strikes, boycotts, labor disputes, embargoes, floods, riots, rebellions, or sabotage. Notice of each delay and an estimate of the length of the delay will be given to the DEPARTMENT by the CONTRACTOR immediately upon the occurrence of the event.

The CONTRACTOR will notify the respective rideshare office in advance of the vehicle delivery. The delivery will be at a predetermined date, time, and location as agreed upon by the CONTRACTOR and lessee.

Section 13. BACKUP VANS

The CONTRACTOR will provide one backup van for every thirty-five (35) revenue-producing COMMUTER VANPOOLS.

Section 14. INSURANCE

The CONTRACTOR will require the following minimum insurance coverage and limits of liability for each COMMUTER VANPOOL operated pursuant to this Contract:

- a. Michigan Property Protection Coverage as required by law.
- b. Bodily Injury Liability Coverage subject to a limit of liability of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- c. Property Damage Liability Coverage subject to a limit of liability of not less than One Hundred Thousand Dollars (\$100,000.00) for each occurrence.
- d. Collision coverage for the actual cash value of the equipment and subject to a deductible payable by the CONTRACTOR.
- e. Comprehensive coverage for the actual cash value of the equipment and subject to a deductible payable by the CONTRACTOR.

The CONTRACTOR will provide automobile liability insurance, STATE-authorized self insurance, excess liability insurance, or a combination thereof up to a combined single limit of liability of not less than One Million Dollars (\$1,000,000.00) for each occurrence for the COMMUTER VANPOOLS.

The coverage set forth in subsections (c) and (d) above will also provide for automatic compliance with any state's or Canadian province's motor vehicle responsibility law or motor vehicle compulsory insurance law or any similar law as it applies to a non-resident operating a motor vehicle in such state or province. The insurance will be with an insurer authorized to transact insurance in the STATE. The insurance coverage set forth in subsections (a), (b), (c), (d), and (e) above will also insure the authorized operator of the van.

The CONTRACTOR will not charge the driver or authorized backup driver of a COMMUTER VANPOOL a deductible fee for any insurance claim.

The specified insurance coverage will be in effect for the life of this Contract. The Insurance Certificate will include a thirty-day written notice of cancellation provision for the DEPARTMENT.

The CONTRACTOR will handle insurance claim administration for its own insured vehicles.

Section 15. COMMUTER VANPOOL AGREEMENTS

- a. The CONTRACTOR will develop the following agreements and/or certificates for the PROJECT:
 - i. Volunteer Driver Agreement
 - ii. Three-Party Volunteer Driver Agreement
 - iii. Passenger Agreement
 - iv. Passenger Credit Card Authorization Certificate, if applicable
 - v. Passenger Direct Debit Authorization Certificate, if applicable
 - vi. Alternative Volunteer Driver Agreement
 - vii. Parking Addendum, if applicable
 - viii. Fuel Card Addendum, if applicable
 - ix. Interested Parties Addendum, if applicable
- b. All agreements will incorporate the safety and maintenance requirements set forth in Section 17.

Section 16. DRIVER REQUIREMENTS

Under the COMMUTER VANPOOL program, in instances in which insurance is provided by the CONTRACTOR or an independent source procured through the CONTRACTOR, the CONTRACTOR will approve all qualified individuals who drive MichiVan vehicles, including, but not limited to, volunteer drivers and alternate drivers. The CONTRACTOR will establish and enforce driver eligibility requirements, including, but not limited to, the following:

- Driver must have a valid driver's license.
- Driver must be twenty-five (25) years old or older.

- Driver must have a minimum of five (5) years of current and uninterrupted licensed driving experience.
- Driver may not have more than one (1) moving violation or at-fault accident in the past twelve (12) months.

The CONTRACTOR will conduct a driver orientation session to provide an opportunity for a test drive and to cover record-keeping, trip planning, driving characteristics of the van, recommended emergency measures, accident reporting, and preventive maintenance.

The CONTRACTOR will include procedures for COMMUTER VANPOOL lessees/drivers to access monthly passenger rosters.

The CONTRACTOR will educate volunteer and paid drivers about safe handling of full size vans, as set forth in Section 17.

Section 17. SAFETY, MAINTENANCE, AND REPAIR SERVICES

The CONTRACTOR will maintain vehicles in accordance with federal and STATE safety laws and the CONTRACTOR's preventive maintenance schedule. Qualified maintenance and repair service facilities will be designated on CONTRACTOR-maintained vehicles. Billings for maintenance and repairs will be submitted directly to the CONTRACTOR for payment. Costs will not be charged to the DEPARTMENT.

The CONTRACTOR will require all drivers who operate 15-passenger vans to view the CONTRACTOR's safety video on the driving characteristics of full-size vans.

Section 18. FLEET MANAGEMENT SYSTEM

The CONTRACTOR will have in place a computerized fleet management and reporting system. The CONTRACTOR will notify lessees when periodic checks indicate the absence of preventative maintenance, low ridership that places a COMMUTER VANPOOL at risk of termination, or the need for a vehicle to be replaced due to safety concerns, upon meeting the CONTRACTOR's life cycle, or upon meeting the DEPARTMENT's replacement criteria of less than five (5) years old or have less than 125,000 miles.

PART III. MARKETING AND COORDINATION

Section 19. FLEET MARKINGS

The CONTRACTOR will utilize fleet markings on COMMUTER VANPOOL vehicles subsidized by the DEPARTMENT that read "MichiVan Commuter Vanpools." A toll-free telephone number and website address will be on all vans leased or delivered after October 1, 2010. Changes to fleet markings are subject to approval by the DEPARTMENT.

Section 20. MICHIVAN WEBSITE

The CONTRACTOR will maintain a website that provides the following information:

- a. COMMUTER VANPOOL pricing
- b. COMMUTER VANPOOL routes
- c. A direct link to the DEPARTMENT's rideshare website, where referrals can be generated to local rideshare offices as deemed necessary
- d. Quarterly newsletters
- e. Information about recognition programs
- f. Driver and rider testimonials
- g. Title VI information

Section 21. MATCHING SERVICES

The CONTRACTOR will maintain a database (or work with the local rideshare office) of potential riders who can be added to existing vanpools as capacity becomes available. The database will be maintained until the CONTRACTOR releases its dynamic, self-directed web-based community in which all participants in the program (drivers, riders, potential commuters, employers, local rideshare agencies, and CONTRACTOR staff) can interact for the purposes of filling empty seats and forming new vanpool groups. If a vanpool match does not occur, the CONTRACTOR will refer the potential riders to the appropriate local rideshare office. The CONTRACTOR may request data from local rideshare agencies to determine if additional follow-up is needed to form a vanpool.

Section 22. GENERAL MARKETING AND COORDINATION

The CONTRACTOR is responsible for providing a marketing plan to promote the service and retain customers in all counties covered by this Contract. The marketing plan will include, but is not limited to, a description of the types of media that will be used and the frequency at which advertisements are expected to run, a quarterly newsletter, and an annual customer recognition plan based on driving safety and years of service as a lessee, volunteer driver, or passenger.

The CONTRACTOR is required to seek approval from the DEPARTMENT for any marketing expense that exceeds Five Thousand Dollars (\$5,000.00).

A map of local rideshare office service areas is attached as Exhibit D. The DEPARTMENT will notify the CONTRACTOR within ten (10) days of executing a contract that establishes a new rideshare office.

The CONTRACTOR will coordinate all activities with rideshare offices when activities involve working directly in local rideshare office service areas, including, but not limited to, delivering vans to new COMMUTER VANPOOL groups, switching/replacing vans, and picking up vans that are terminated. The CONTRACTOR will notify the DEPARTMENT if prohibited by a local rideshare office from performing activities outlined in the Contract.

The CONTRACTOR will assign a staff member to each rideshare office to serve as a primary point of contact. The CONTRACTOR will schedule a minimum of one annual planning meeting with each rideshare office based on PROJECT goals outlined in

rideshare grant applications. A minimum of one monthly contact with each rideshare office will occur, and attendance at quarterly local rideshare office meetings is required. The monthly contact can be made through on-site meetings, telephone, fax, mail, or e-mail.

The CONTRACTOR will provide information to all COMMUTER VANPOOL riders about the services of their rideshare offices and information regarding enrollment in a Guaranteed Ride Home program.

As deemed necessary, the CONTRACTOR will work with rideshare agencies to recruit riders for COMMUTER VANPOOLS with vacancies.

Section 23. MARKETING PLANS

The CONTRACTOR will develop a marketing plan for the COMMUTER VANPOOL program for each fiscal year. The purpose of the plan is to raise awareness of the MichiVan Program in the general public, governmental agencies, transit authorities, private employers, and staffing agencies. The marketing plan will include a series of individual work tasks used to promote the MichiVan Program. The plan will specify the marketing to be done in Clinton, Eaton, Ingham, and Washtenaw Counties. Plans must be coordinated with local rideshare offices to avoid duplication of effort.

The CONTRACTOR will submit a fiscal year 2013 marketing plan to the DEPARTMENT for approval by November 30, 2012.

If a new rideshare office is established, the CONTRACTOR will meet with the designated representative within three (3) months of establishment to determine a marketing plan for the remainder of the fiscal year.

Section 24. COMMUTER VANPOOL OPERATING MATERIALS

The CONTRACTOR will provide operating materials for drivers and passengers that ensure a clear understanding of day-to-day operations. This will include a mechanism for requesting assistance 24 hours per day, 7 days a week, by answering service, cellular phone, and/or paging service.

Section 25. PROMOTIONAL MATERIALS AND DEVELOPMENT

The DEPARTMENT will retain right of first refusal to develop and print promotional material such as folders and brochures and to procure promotional items for the program. The DEPARTMENT will coordinate these efforts to the mutual satisfaction of the DEPARTMENT and the CONTRACTOR.

At the DEPARTMENT's request, the CONTRACTOR will design, write, and develop tailor-made promotional materials, including brochures, folders, vanpool driver forms and applications, posters, and vehicle signage. All promotional material and vehicle signage in connection with transportation services provided under this Contract,

including color, design, graphics, and specifications, will be approved by the DEPARTMENT prior to printing and the expenditure of funds.

Section 26. COMMUTER CHOICE

The CONTRACTOR will provide a vanpool voucher mechanism to allow employers to take advantage of the employee transportation fringe benefit program provided for in Title 26 USC, Section 132(f), commonly referred to as the Federal Commuter Choice Program.

The CONTRACTOR will be willing to coordinate the vanpool voucher program with a third party administrator arising out of an initiative(s) that the DEPARTMENT implements, or assists with implementing.

PART IV. STANDARD PROVISIONS

Section 27. REPORTING

- a. The CONTRACTOR will provide the following reports to the DEPARTMENT within fifteen (15) days of the end of each month.
 - i. **Vanpool Reports:** The CONTRACTOR will have a system of distributing and collecting monthly vanpool reports for all vans managed. The required report format and report elements are set forth in Exhibit E.
 - ii. **Marketing Report:** The CONTRACTOR will provide a marketing report that will include, but is not limited to, detailed budget information, changes in the vehicle fleet mix over the previous reporting period, a list of existing vanpools with vacancies, a summary of communications with local rideshare offices, customer retention activities, efforts to address low capacity issues, and a summary of marketing efforts.
- b. The CONTRACTOR will provide the following reports to the DEPARTMENT within fourteen (14) days of the DEPARTMENT's request:
 - i. **Mileage Reporting:** The CONTRACTOR will run periodic checks against each van's computerized maintenance file to ensure that routine maintenance is being performed. Odometer readings will also serve as a record of excess mileage usage, which is charged on a per mile basis to the lessee/driver.
 - ii. **Vanpool User Quarterly Report:** The CONTRACTOR will maintain vehicle maintenance records for each vehicle.
 - iii. **Reports to Local Rideshare Offices:** The CONTRACTOR will provide a quarterly report to each local rideshare office that lists MichiVan Commuter Vanpools that are operating with a destination in the local

rideshare office's service area; the report will identify vans that are low on riders and will include van identifiers.

- iv. **Incident Reports:** The CONTRACTOR will have procedures in place that require the driver or a designated rider in each vanpool to report unusual incidents such as accidents, theft, driver/passenger complaints, and injury to the CONTRACTOR within specified time frames.
- c. The CONTRACTOR will provide the following report to the DEPARTMENT within forty (40) days after the end of the fiscal year:

Annual Report: The CONTRACTOR will prepare and submit to the DEPARTMENT a written final report at the end of the fiscal year that summarizes the results of the MichiVan Commuter Vanpool services with respect to the success of the promotional activities in increasing the use of MichiVan Commuter Vanpools. The CONTRACTOR will note the growth or decline of the program compared to the previous year.

- d. The CONTRACTOR will submit the following reports to the National Transit Database:

National Transit Database Reporting: As required by the FTA, the CONTRACTOR will be responsible for collecting and analyzing all required data to report to the National Transit Database quarterly. The data must be audited by an independent auditor before submission to the NTD. The CONTRACTOR will also submit monthly and/or annual reports to the NTD as required. The DEPARTMENT will grant the CONTRACTOR the right to submit all required information directly to the NTD. The DEPARTMENT will work with the CONTRACTOR to ensure the accuracy of data submitted.

Section 28. BUDGET ADJUSTMENTS, REVISIONS, AND AMENDMENTS

Expenditures that are not consistent with Attachment A will not be considered eligible PROJECT costs, unless written approval has been requested by the CONTRACTOR and granted by the DEPARTMENT in accordance with this section.

Budget adjustments to Attachment A are required to change an existing line item. Such changes may include additions or deletions to the quantities and description in a specific line-item and may delete in whole or in part a line item if it is determined that the change is justified to fulfill the purpose of the Contract. Funding amounts may also be adjusted between line items if it is deemed mutually beneficial. Upon receipt of a written request to make changes that require a budget adjustment, the DEPARTMENT must respond to the CONTRACTOR providing written approval or disapproval of the budget adjustment or requesting further information.

Amendments to the Contract are required if a proposed change would add a new line-item, change the funding amount, or extend the term of the Contract. Attachment A must be revised to make the change before the expenditure will be deemed an eligible

PROJECT cost. Requests to make changes that require revisions to Attachment A will be processed in a timely manner, as circumstances permit. Upon receipt of a written request to make changes that require an amendment, the DEPARTMENT will respond to the CONTRACTOR providing written approval or disapproval of the amendment or requesting further information.

The CONTRACTOR agrees to notify the DEPARTMENT in writing of any significant event in a timely manner. A significant event is an event that may have significant potential impact on PROJECT progress, direction, control, or cost.

Section 29. BILLINGS, PAYMENTS, AND REPORTS

- a. The CONTRACTOR may make requests for payment of eligible costs. In order to receive payments from the DEPARTMENT, the CONTRACTOR must:
 - i. Prepare and furnish to the DEPARTMENT the reports required under Section 28.
 - ii. Submit actual monthly progress billings to the DEPARTMENT for the allowable costs shown in Section 6. All billings will be labeled with the actual period covered.
 - iii. Include in the billing packet a signed cover letter that details expenditures by line item, as shown in Attachment A; invoices for marketing expenditures; and a spreadsheet that contains all of the information shown in Exhibit B, the monthly depreciation value of the vehicles being used that month, and the remaining balance for each vehicle. Such spreadsheet will be submitted in both a readable hard copy and an electronic copy in Microsoft Excel or compatible format. If the information and capital costs of the vehicles differ from what is provided in Exhibit B, the CONTRACTOR will need to identify such changes in the spreadsheet as shown in Exhibit B. For those vehicles that are not included in Exhibit B, the spreadsheet will identify from which vehicles in Exhibit B the depreciation values or lease costs have been reallocated to fund these vehicles. For leased vehicles, the term of the lease, lease beginning date, and lease end date will also need to be specified in the spreadsheet. During the first billing cycle, the CONTRACTOR will also need to provide supporting documentation for the prices of new vehicles identified in Exhibit B. The supporting documentation will include invoices, titles, lease documents, and/or other applicable documentation.
- b. The CONTRACTOR agrees that the costs reported to the DEPARTMENT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The CONTRACTOR also certifies that it has read the Contract terms and has made itself aware of

the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

- c. Acceptance of billings pursuant to this section will not constitute a final determination by the DEPARTMENT of the allowability of such costs and will not constitute a waiver by the DEPARTMENT of any violation of the terms of this Contract committed by the CONTRACTOR. The DEPARTMENT will make a final determination as to the allowability of the reported costs only after the final audit of the PROJECT has been completed.
- d. Within sixty (60) days after PROJECT completion or termination, the CONTRACTOR will submit to the DEPARTMENT a billing designated as the Final Billing to be charged against the Contract. Upon written request by the CONTRACTOR to the DEPARTMENT within the sixty (60) day period, which request will include documentation of the circumstances that prevent timely submission of all billings that support the final billing, the DEPARTMENT may, in writing, extend the sixty (60) day period to a date certain. If the CONTRACTOR fails to provide all billings and supporting documentation for the final billing sixty (60) days after the date of PROJECT completion or termination or before or upon the extended date certain established by the DEPARTMENT, as applicable, the DEPARTMENT may elect not to accept any further billings, regardless of whether or not the costs are otherwise allowable under this Contract.

Section 30. AUDIT

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, the DEPARTMENT will promptly submit to the CONTRACTOR a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the CONTRACTOR at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the CONTRACTOR will (a) respond in writing to the responsible Bureau of the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the CONTRACTOR may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE will refer to and apply the language of the Contract. The CONTRACTOR agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any

disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the CONTRACTOR, the CONTRACTOR will repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the CONTRACTOR fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the CONTRACTOR agrees that the DEPARTMENT will deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the CONTRACTOR under this Contract or any other agreement or payable to the CONTRACTOR under the terms of 1951 Public Act 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The CONTRACTOR expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT's decision only as to any item of expense the disallowance of which was disputed by the CONTRACTOR in a timely filed RESPONSE.

Section 31. ACCESS

The CONTRACTOR agrees to provide to the DEPARTMENT copies of all reports and data specified in the Contract. The CONTRACTOR further agrees to provide the DEPARTMENT access to all technical data, reports, other documents, and work in process pertaining to the PROJECT. Copies of technical data, reports, and other documents will be provided by the CONTRACTOR upon request from the DEPARTMENT and/or the FEDERAL agency.

Section 32. INDEMNIFICATION

The CONTRACTOR agrees to indemnify and save harmless the STATE, the COMMISSION, the DEPARTMENT, and/or the FEDERAL agency and all officers, agents, and employees thereof:

- a. From any and all claims by persons, firms, or corporations for labor, services, materials, or supplies provided to the CONTRACTOR in connection with this Contract; and
- b. From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation, and response and cleanup costs, and for attorney fees and related costs arising out of, under, or by

reason of this Contract, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents, or its employees.

The DEPARTMENT will not be subject to any obligations or liabilities by contractors of the CONTRACTOR or their subcontractors or any other person not a party to the Contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the CONTRACTOR will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under this Contract that results in claims being asserted against or judgments being imposed against the STATE, the DEPARTMENT, the COMMISSION, and/or the FEDERAL agency.

In the event that the same occurs, it will be considered as a breach of this Contract, thereby giving the STATE, the DEPARTMENT, the COMMISSION, and/or the FEDERAL agency a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for monetary damages.

Section 33. ACCOUNTING RECORDS AND DOCUMENTATION

With regard to audits and record-keeping, the CONTRACTOR will:

- a. Establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS."
- b. Comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (Title 31 USC, Sections 7501-7507).
- c. Maintain the RECORDS for at least three (3) years from the date of final payment made by the DEPARTMENT under this Contract. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the CONTRACTOR will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
- d. Allow the DEPARTMENT or its representative to inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
- e. Assure compliance with subsections (a), (b), (c), and (d) above for all subcontracted work.
- f. Submit to the DEPARTMENT, each quarter, a copy of inspection form, invoice or lease documents that count twenty (20) percent of new vehicles (including both replacement and expansion vehicles).

Section 34. NONDISCRIMINATION AND DISADVANTAGED BUSINESS ENTERPRISE

- a. In connection with the acceptance of this Contract, the CONTRACTOR (hereinafter in Appendix A referred to as the “contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. The CONTRACTOR further covenants that it will comply with the Civil Rights Act of 1964, being PL 88-352, 78 Stat. 241, as amended, being Title 42 USC, Sections 1971, 1975a-1975d, and 2000a-2000h-6, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of the PROJECT for which this Contract is made.
- b. During the performance of this Contract, the CONTRACTOR, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the “contractor”) agrees to comply with the Civil Rights Act of 1964, being PL 88-352, 78 Stat. 241, as amended, being Title 42 USC, Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the US DOT (Title 49 CFR, Part 21) issued pursuant to said Act, including Appendix B, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Contract.
- c. The CONTRACTOR will carry out the applicable requirements of the DEPARTMENT’s Disadvantaged Business Enterprise (DBE) program and Title 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C, with regard to its contracting opportunities. The CONTRACTOR’s contracting opportunities include the purchase of any items and the undertaking of any construction projects, except transit vehicles or land acquisition, respectively.

When the CONTRACTOR reaches the FEDERAL threshold of Two Hundred Fifty Thousand Dollars (\$250,000.00) per FEDERAL fiscal year on FEDERAL funds administered by the DEPARTMENT, the DEPARTMENT will notify the CONTRACTOR if it is required to submit its quarterly DBE Accomplishments to the DEPARTMENT for these FEDERAL funds. Transit vehicles and land acquisitions are exempt from this Two Hundred Fifty Thousand Dollar (\$250,000.00) threshold. Failure to comply with Title 49 CFR, Part 26, will result in the withholding of FEDERAL funds administered by the DEPARTMENT.

Section 35. TERMINATION OR SUSPENSION

For any reason, the DEPARTMENT or the CONTRACTOR may, by thirty (30) days written notice to the other party or as otherwise specified in this Contract, suspend any or all of the rights and obligations under this Contract until such time as the event or condition resulting in such suspension has ceased or been corrected.

For any reason, the DEPARTMENT may, by thirty (30) days written notice to the CONTRACTOR or as otherwise specified in the Contract, terminate any or all of the rights and obligations under this Contract.

Upon receipt of any notice of termination or suspension of the PROJECT under this section and in accordance with DEPARTMENT procedures, the CONTRACTOR will proceed promptly to carry out the actions required therein, which may, without limitation, include any or all of the following:

- a. Take all necessary action to keep to a minimum the further incurrence of eligible PROJECT costs.
- b. Furnish to the DEPARTMENT a statement of the status of the PROJECT, the inventory, and the PROJECT costs to date, as well as a proposed schedule, plan, and budget for terminating or suspending and closing out PROJECT activities and contracts and other undertakings, the costs of which are otherwise eligible as PROJECT costs. The closing out will be carried out in conformity with the latest schedule, plan, and budget approved by the DEPARTMENT or under the terms and conditions imposed by the DEPARTMENT for failure of the CONTRACTOR to furnish a schedule, plan, and budget within a reasonable time. The closing out of DEPARTMENT financial participation in the PROJECT will not constitute a waiver of any claim the DEPARTMENT may otherwise have arising out of this Contract.
- c. For all PROJECTS containing FEDERAL funds, the CONTRACTOR must also comply with FEDERAL procedures as set forth in Title 49 CFR Part 18.

Section 36. ASSIGNMENT OF ANTITRUST RIGHTS

With regard to claims based on goods or services that were used to meet the CONTRACTOR's obligation to the DEPARTMENT under this Contract, the CONTRACTOR hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the STATE or the DEPARTMENT due to any violation of Title 15 USC, Sections 1 – 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the STATE or the DEPARTMENT.

The CONTRACTOR shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the STATE or the DEPARTMENT with regard to claims based on goods or services that were used to meet the CONTRACTOR's obligation to the DEPARTMENT under this Contract due to any violation of 15 USC, Sections 1 – 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the STATE or the DEPARTMENT as a third-party beneficiary.

The CONTRACTOR shall notify the DEPARTMENT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the CONTRACTOR's obligation to the DEPARTMENT under this Contract may have occurred or is threatened to occur. The CONTRACTOR shall also notify the DEPARTMENT if it becomes aware of any person's intent to commence, or of

commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the CONTRACTOR's obligation to the DEPARTMENT under this Contract.

Section 37. UNFAIR LABOR PRACTICES

In accordance with 1980 PA 278, MCL 423.321 *et seq.*, MSA 17.458(22) *et seq.*, the CONTRACTOR, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, Title 29 USC, Section 158. The DEPARTMENT may void this Contract if the name of the CONTRACTOR or the name of a subcontractor, manufacturer, or supplier utilized by the CONTRACTOR in the performance of this Contract subsequently appears in the register during the performance period of this Contract. The website for the register is <http://epls.arnet.gov/>.

Section 38. CERTIFICATION

For any contract in excess of One Hundred Thousand Dollars (\$100,000.00) of FEDERAL funds, the CONTRACTOR certifies to the best of its knowledge and belief that:

- a. No FEDERAL appropriated funds have been paid or will be paid by or on behalf of the CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any FEDERAL contract, the making of any FEDERAL grant, the making of any FEDERAL loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any FEDERAL contract, grant, loan, or cooperative agreement.
- b. If any funds other than FEDERAL appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the CONTRACTOR will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," pursuant to Section 1352, Title 31 USC, in accordance with its instructions.
- c. The CONTRACTOR will require that the language of this certification be included in the award documents for all third-party agreements (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 USC. Any person who fails to file the required certification will be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

Section 39. PROMPT PAYMENT

The CONTRACTOR agrees to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the CONTRACTOR receives from the DEPARTMENT. This requirement is also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of Title 49 CFR, Part 26.29, and does not confer third-party beneficiary right or other direct right to a subcontractor against the DEPARTMENT. This provision applies to both DBE and non-DBE subcontractors.

Section 40. INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS

No member of or delegate to the Congress of the United States will be admitted to any share or part of this Contract or to any benefit arising therefrom.

Section 41. PROHIBITED INTEREST

No member, officer, or employee of the CONTRACTOR, during his/her tenure or one (1) year thereafter, will have any interest, direct or indirect, in this Contract or the proceeds thereof.

Section 42. POLITICAL ACTIVITY

None of the funds, the facilities, or the PROJECT equipment provided under this Contract will be used for any partisan political or millage activity or to further the election or defeat of any candidate for public office.

Section 43. COMPLIANCE WITH LAWS

In the performance of this Contract, the CONTRACTOR will comply with all applicable STATE, federal, and local statutes, ordinances, and regulations and will obtain all permits that are applicable to the entry into and performance of this Contract.

Section 44. CONCLUSIONS

Any publication by the CONTRACTOR of the results of the PROJECT or information with respect to the program will be reviewed by and have the written approval of the DEPARTMENT and will give proper credit for the PROJECT. Such approval is for the

DEPARTMENT's own purposes and does not relieve the CONTRACTOR of its decision to publish or of any liability rising from the decision by the CONTRACTOR to publish.

If the DEPARTMENT does not wish to subscribe to the findings or conclusions of the services, the following statement will be added to the credit line of all reports published by the CONTRACTOR or by the DEPARTMENT:

“The opinions, findings, and conclusions expressed in this publication are those of the authors and not necessarily those of the Michigan State Transportation Commission or the Michigan Department of Transportation.”

Section 45. COPYRIGHT

It is agreed that the CONTRACTOR will not copyright any papers, reports, forms, or other material that is part of its work under this Contract without the prior written approval of the DEPARTMENT.

Section 46. OWNERSHIP OF DATA

All data collected under this Contract or furnished by the DEPARTMENT, together with all tapes, summaries, and charts derived therefrom, are the property of the DEPARTMENT and cannot be furnished to any party without the permission of the DEPARTMENT, except to the involved governmental agencies and commissions as part of the progress reporting process.

Section 47. PROPERTY

All reports prepared by the CONTRACTOR, including all graphics and texts, as instruments of service, are the property of the DEPARTMENT.

Section 48. TERM OF CONTRACT

This Contract will be in effect from October 1, 2012, through September 30, 2013.

Section 49. SIGNING

This Contract will become binding on the parties and of full force and effect upon the signing by the duly authorized representatives of the CONTRACTOR and the DEPARTMENT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the CONTRACTOR, a certified copy of which resolution will be sent to the DEPARTMENT with this Contract, as applicable.

IN WITNESS WHEREOF, the parties have caused this Contract to be awarded.

SELECTED CONTRACTOR.

By: _____
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director

DRAFT

Date:
Contract:
Project Nos.:

ATTACHMENT A
Selected Contractor
October 1, 2012 - September 30, 2013

To be Determined Based Upon Selected Bid

DRAFT

EXHIBIT A

GENERAL AGREEMENT PROVISIONS FOR FEDERAL AID PROJECTS

1. General Provisions:
 - a. The REQUESTING PARTY will comply with all FHWA requirements concerning special requirements of law, program requirements and other administrative requirements.
 - b. To qualify for eligible cost, all work will be documented in accordance with the requirements and procedures of the DEPARTMENT.
 - c. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

2. Federal Clean Air Act of 1970: The political subdivisions which are a party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - a. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - b. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - c. That as a condition of Federal aid pursuant to this contract they will notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.

3. Other Regulatory Requirements:
 - a. The REQUESTING PARTY hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements of 49 CFR Part 18 (U.S. DOT Implementation of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments or "Common Rule") as they relate to the application, acceptance and use of Federal Funds for this federally-assisted project.

- b. The REQUESTING PARTY will be responsible for the accurate and detailed accounting of the costs and expenses incurred in the performance of any part of the PROJECT work it agrees to undertake as provided within this contract. Said accounts will be maintained in accordance with generally accepted government accounting principles and 49 CFR Part 18. Said accounts will be made available for review and audit by the DEPARTMENT and, as required, by the FHWA and appropriate U.S. governmental agencies and will be retained on file for a period of not less than three years from the date of the final payment for work conducted under this contract.
 - c. The REQUESTING PARTY will comply with the Single Audit Act of 1984, P.L. 98-502, and OMB Circular A-128. All such audits are subject to the review and approval of the DEPARTMENT, the FHWA, and the Office of the Inspector General.
4. Retention and Custodial Requirements for Records:
- a. Financial records, supporting documents, statistical records and all other records pertinent to this instrument will be retained for a period of 3 years, with the following exception:
 - (1) If any litigation, claim or audit is started before the expiration of the 3-year period, the records will be retained until all litigation claims, or audit findings involving the records have been resolved.
 - (2) Records for nonexpendable property, if any, required with Federal Funds will be retained for 3 years after its final disposition.
 - (3) When records are transferred to or maintained by FHWA, the 3-year retention requirement is not applicable to the recipient.
 - b. The retention period starts from the date of the submission of the final expenditure report.
 - c. The Secretary of Transportation and the Comptroller General of the United States, or any of their duly authorized representatives, will have access to any pertinent books, documents, papers and records of the recipient, and its contractors and subcontractors, to make audits, examinations, excerpts and transcripts.
5. Equal Employment Opportunity:
- a. The REQUESTING PARTY agrees to incorporate in all contracts having a value of over \$10,000, the provisions requiring compliance with Executive Order 11246, as amended, and implementing regulations of the United States Department of Labor at 41 CFR 60, the provisions of which, other than the standard EEO clause and

applicable goals for employment of minorities and women, may be incorporated by reference.

- b. The REQUESTING PARTY agrees to ensure that its contractors and subcontractors, regardless of tier, awarding contractors and/or issuing purchase orders for material, supplies, or equipment over \$10,000 in value will incorporate the required EEO provisions in such contracts and purchase orders.
 - c. The REQUESTING PARTY further agrees that its own employment policies and practices will be without discrimination based on race, color, religion, sex, national origin, handicap, or age; and that it has an affirmative action plan consistent with the Uniform Guidelines on Employee Selection Procedures, 29 CFR 1607, and the Affirmative Action Guidelines, 29 CFR 1608.
6. Copeland Act: All contracts in excess of \$2,000 for construction or repair awarded by the REQUESTING PARTY and its contractors or subcontractors will include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor will be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, or give up any part of the compensation to which he is otherwise entitled. The REQUESTING PARTY will report all suspected or reported violations to the DEPARTMENT.
 7. Davis-Bacon Act: When required by the Federal program legislation, all construction contracts awarded by the REQUESTING PARTY and its contractors or subcontractors of more than \$2,000 will include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors will be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors will be required to pay wages not less than once a week. The REQUESTING PARTY will place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract will be conditioned upon the acceptance of the wage determination. The REQUESTING PARTY will report all suspected or reported violations to the DEPARTMENT.
 8. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by the REQUESTING PARTY in excess of \$2,500 that involve the employment of mechanics or laborers, will include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor will be required to compute the wages of every mechanic and laborer on the basis of a standard workday of 8 hours and a standard workweek of 40 hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 8

hours in any calendar day or 40 hours in the workweek. Section 107 of the Act, if applicable to construction work, provides that no laborer or mechanic will be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. Access to Records: All negotiated contracts (except those of \$25,000 or less) awarded by the REQUESTING PARTY will include a provision to the effect that the recipient, FHWA, the Comptroller General of the United States, or any of their duly authorized representatives, will have access to any books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
10. Civil Rights Act: The REQUESTING PARTY will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and in accordance with Title VI of that Act, no person in the United States will, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this Agreement. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) prohibiting employment discrimination where:
 - a. The primary purpose of and instrument is to provide employment, or
 - b. Discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
11. Nondiscrimination: The REQUESTING PARTY hereby agrees that, as a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d), related nondiscrimination statutes, and applicable regulatory requirements to the end that no person in the United States will, on the ground of race, color, national origin, sex, handicap, or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the REQUESTING PARTY receives Federal financial assistance. The specific requirements of the United States Department of Transportation standard Civil Rights assurances with regard to the States' highway safety programs (required by 49 CFR 21.7 and on file with the U.S. DOT) are incorporated in this grant agreement.
12. Rehabilitation Act: The REQUESTING PARTY will comply with Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794, P.L. 93-112), and all requirements imposed by or pursuant to the regulations of the Department of Health, Education and Welfare (45 CFR, Parts 80, 81 and 84), promulgated under the foregoing statute. It agrees

that, in accordance with the foregoing requirements, no otherwise qualified handicapped person, by reason of handicap, will be excluded from participation in, be denied the benefit of, or be subject to discrimination under any program or activity receiving Federal financial assistance, and that it will take any measures necessary to effectuate this Agreement.

EXHIBIT B

CAPITAL BUDGET

<u>ID#</u>	<u>Make/ Model</u>	<u>Year and Mileage</u>	<u>Passenger Capacity</u>	<u>Condition</u>	<u>Date of Purchase</u>	<u>Original Purchase Price</u>	<u>One Year of Depreciated Value</u>	<u>Date of Lease)</u>	<u>Annual Lease Cost</u>

DRAFT

EXHIBIT C
FY 2013 MICHIVAN SEAT PRICING

To be Determined Based Upon Selected Bid

DRAFT

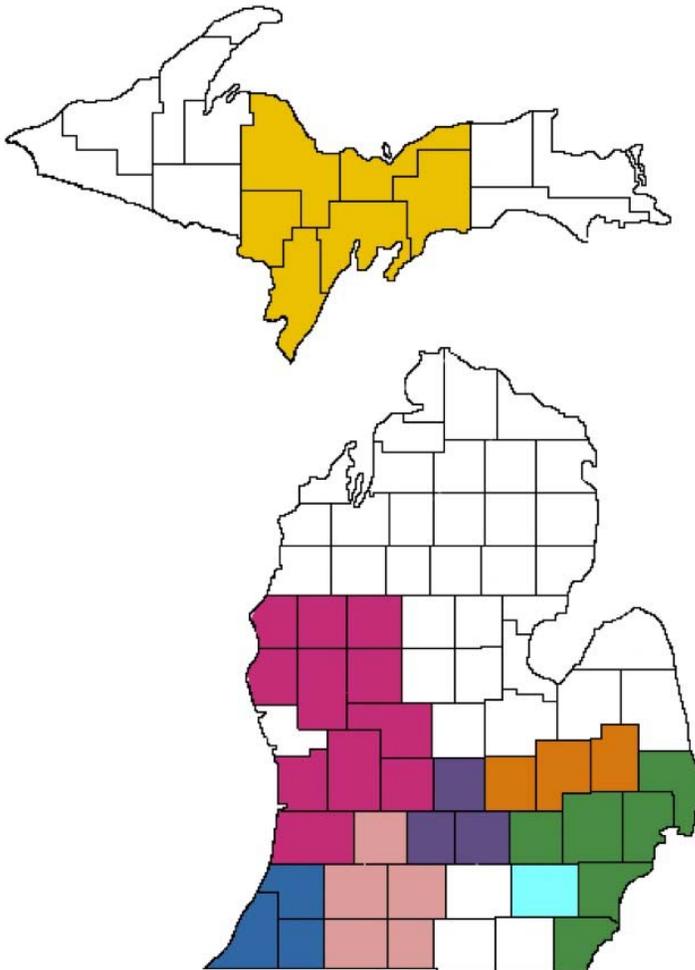
EXHIBIT D



Find Your Local Rideshare Office

Local Rideshare Offices (LRO) help commuters find vacancies in existing vanpools, or match people who are interested in forming a new carpool or vanpool group.

Learn about the [Guaranteed Ride Home Program](#)



To find your Rideshare office:

Click on the map area where your employer is located (your destination). You can also [list all local Rideshare Agencies](#)

Counties shown in white are not currently served by a Local Rideshare Office, but do offer [MichiVan](#) service for groups of five or more.

- [The Rapid](#)
- [Kalamazoo Metro Transit](#)
- [Southeast Michigan Council of Governments](#)
- [Alternative Commute Programs](#)
- [Southwestern Michigan Commission](#)
- [Ann Arbor Transportation Authority](#)
- [Capital Area Transportation Authority](#)
- [Central Upper Peninsula Planning & Development Regional Commission](#)
- [Genesee County Metropolitan Planning Commission](#)

MichiVan Commuter Vanpools, contact VPSI, inc:
Toll Free Phone Number: 800-VAN-RIDE
Local Phone Number: 248-539-0627
Fax Number: 248-539-0961
E-mail: michelle.romano@vpsiinc.com
Website: www.michivan.com

Destination City	Destination County	Current Fare Type	Active Riders Including Drivers	Passenger Capacity	Capacity	Mileage Category
Warren	Macomb	Individual Fare	5	7	71%	0-30
Warren	Macomb	Individual Fare	5	7	71%	0-30
Warren	Macomb	Individual Fare	5	7	71%	0-30
Warren	Macomb	Individual Fare	5	7	71%	0-30
Warren	Macomb	Individual Fare	5	7	71%	0-30
Warren	Macomb	Individual Fare	5	7	71%	0-30
Warren	Macomb	Individual Fare	5	7	71%	0-30
Warren	Macomb	Individual Fare	5	7	71%	0-30
Warren	Macomb	Individual Fare	5	7	71%	0-30
Warren	Macomb	Individual Fare	5	7	71%	0-30
Milan	Washtenaw	Individual Fare	5	7	71%	0-30
Milan	Washtenaw	Individual Fare	5	7	71%	0-30
Belleville	Wayne	Individual Fare	5	7	71%	0-30
Belleville	Wayne	Individual Fare	5	7	71%	0-30
Detroit	Wayne	Individual Fare	5	7	71%	0-30
Detroit	Wayne	Individual Fare	5	7	71%	0-30
Detroit	Wayne	Individual Fare	5	7	71%	0-30
Detroit	Wayne	Individual Fare	5	7	71%	0-30
Detroit	Wayne	Individual Fare	5	7	71%	0-30
Detroit	Wayne	Individual Fare	5	7	71%	0-30
Detroit	Wayne	Individual Fare	5	7	71%	0-30
Detroit	Wayne	Individual Fare	5	7	71%	0-30
Detroit	Wayne	Individual Fare	5	7	71%	0-30
Detroit	Wayne	Individual Fare	5	7	71%	0-30
Detroit	Wayne	Individual Fare	5	7	71%	0-30
Romulus	Wayne	Individual Fare	5	7	71%	0-30
Belleville	Wayne	Individual Fare	5	7	71%	0-30
Harrison Township	Macomb	Individual Fare	6	7	86%	0-30
Warren	Macomb	Individual Fare	6	7	86%	0-30
Warren	Macomb	Individual Fare	6	7	86%	0-30
Warren	Macomb	Individual Fare	6	7	86%	0-30
Warren	Macomb	Individual Fare	6	7	86%	0-30

Destination City	Destination County	Current Fare Type	Active Riders Including Drivers	Passenger Capacity	Capacity	Mileage Category
Warren	Macomb	Individual Fare	7	7	100%	0-30
Warren	Macomb	Individual Fare	7	7	100%	0-30
Warren	Macomb	Individual Fare	7	7	100%	0-30
Warren	Macomb	Individual Fare	7	7	100%	0-30
Warren	Macomb	Individual Fare	7	7	100%	0-30
Warren	Macomb	Individual Fare	7	7	100%	0-30
Warren	Macomb	Individual Fare	7	7	100%	0-30
Warren	Macomb	Individual Fare	7	7	100%	0-30
Warren	Macomb	Individual Fare	7	7	100%	0-30
Warren	Macomb	Individual Fare	7	7	100%	0-30
Warren	Macomb	Individual Fare	7	7	100%	0-30
Warren	Macomb	Individual Fare	7	7	100%	0-30
Warren	Macomb	Individual Fare	7	7	100%	0-30
Troy	Oakland	Individual Fare	7	7	100%	0-30
Ann Arbor	Washtenaw	Individual Fare	7	7	100%	0-30
Detroit	Wayne	Individual Fare	7	7	100%	0-30
Detroit	Wayne	Employer Sponsored	7	7	100%	0-30
Detroit	Wayne	Employer Sponsored	7	7	100%	0-30
Detroit	Wayne	Individual Fare	7	7	100%	0-30
Detroit	Wayne	Employer Sponsored	7	7	100%	0-30
Detroit	Wayne	Individual Fare	7	7	100%	0-30
Lansing	Ingham	Individual Fare	3	7	43%	31-60
Lansing	Ingham	Individual Fare	3	7	43%	31-60
Lansing	Ingham	Individual Fare	5	7	71%	31-60
Lansing	Ingham	Individual Fare	5	7	71%	31-60
Warren	Macomb	Individual Fare	5	7	71%	31-60
Warren	Macomb	Individual Fare	5	7	71%	31-60
Milan	Washtenaw	Individual Fare	5	7	71%	31-60

Destination City	Destination County	Current Fare Type	Active Riders Including Drivers	Passenger Capacity	Capacity	Mileage Category
		Sponsored				
Ann Arbor	Washtenaw	Employer Sponsored	7	7	100%	31-60
Ann Arbor	Washtenaw	Employer Sponsored	7	7	100%	31-60
Ann Arbor	Washtenaw	Employer Sponsored	7	7	100%	31-60
Ann Arbor	Washtenaw	Employer Sponsored	7	7	100%	31-60
Ann Arbor	Washtenaw	Employer Sponsored	7	7	100%	31-60
Ann Arbor	Washtenaw	Employer Sponsored	7	7	100%	31-60
Ann Arbor	Washtenaw	Employer Sponsored	7	7	100%	31-60
Ann Arbor	Washtenaw	Employer Sponsored	7	7	100%	31-60
Ann Arbor	Washtenaw	Employer Sponsored	7	7	100%	31-60
Ann Arbor	Washtenaw	Employer Sponsored	7	7	100%	31-60
Ann Arbor	Washtenaw	Employer Sponsored	7	7	100%	31-60
Ann Arbor	Washtenaw	Employer Sponsored	7	7	100%	31-60
Ann Arbor	Washtenaw	Employer Sponsored	7	7	100%	31-60
Ann Arbor	Washtenaw	Employer Sponsored	7	7	100%	31-60
Ann Arbor	Washtenaw	Employer Sponsored	7	7	100%	31-60
Ann Arbor	Washtenaw	Individual Fare	7	7	100%	31-60
Ann Arbor	Washtenaw	Employer Sponsored	7	7	100%	31-60

Destination City	Destination County	Current Fare Type	Active Riders Including Drivers	Passenger Capacity	Capacity	Mileage Category
Ann Arbor	Washtenaw	Employer Sponsored	7	7	100%	31-60
Ann Arbor	Washtenaw	Employer Sponsored	7	7	100%	31-60
Ann Arbor	Washtenaw	Employer Sponsored	7	7	100%	31-60
Ann Arbor	Washtenaw	Employer Sponsored	7	7	100%	31-60
Ann Arbor	Washtenaw	Employer Sponsored	7	7	100%	31-60
Ann Arbor	Washtenaw	Employer Sponsored	7	7	100%	31-60
Ann Arbor	Washtenaw	Employer Sponsored	7	7	100%	31-60
Ann Arbor	Washtenaw	Employer Sponsored	7	7	100%	31-60
Ann Arbor	Washtenaw	Employer Sponsored	7	7	100%	31-60
Detroit	Wayne	Individual Fare	7	7	100%	31-60
Detroit	Wayne	Employer Sponsored	7	7	100%	31-60
Detroit	Wayne	Employer Sponsored	7	7	100%	31-60
Detroit	Wayne	Employer Sponsored	7	7	100%	31-60
Detroit	Wayne	Employer Sponsored	7	7	100%	31-60
Detroit	Wayne	Individual Fare	7	7	100%	31-60
Detroit	Wayne	Employer Sponsored	7	7	100%	31-60
Detroit	Wayne	Employer Sponsored	7	7	100%	31-60
Detroit	Wayne	Employer Sponsored	7	7	100%	31-60
Battle Creek	Calhoun	Individual Fare	9	7	129%	31-60
Battle Creek	Calhoun	Individual Fare	4	7	57%	61-90
Detroit	Wayne	Individual Fare	6	10	60%	0-30

Destination City	Destination County	Current Fare Type	Active Riders Including Drivers	Passenger Capacity	Capacity	Mileage Category
Warren	Macomb	Individual Fare	7	10	70%	0-30
Warren	Macomb	Individual Fare	7	10	70%	0-30
Warren	Macomb	Individual Fare	7	10	70%	0-30
Troy	Oakland	Individual Fare	7	10	70%	0-30
Milan	Washtenaw	Individual Fare	7	10	70%	0-30
Detroit	Wayne	Individual Fare	7	10	70%	0-30
Romulus	Wayne	Individual Fare	7	10	70%	0-30
Mt. Clemens	Macomb	Individual Fare	8	10	80%	0-30
Mt. Clemens	Macomb	Individual Fare	8	10	80%	0-30
Detroit	Wayne	Individual Fare	8	10	80%	0-30
Detroit	Wayne	Individual Fare	8	10	80%	0-30
Battle Creek	Calhoun	Individual Fare	9	10	90%	0-30
Warren	Macomb	Individual Fare	9	10	90%	0-30
Detroit	Wayne	Employer Sponsored	10	10	100%	0-30
Detroit	Wayne	Employer Sponsored	10	10	100%	0-30
Detroit	Wayne	Employer Sponsored	10	10	100%	0-30
Detroit	Wayne	Employer Sponsored	10	10	100%	0-30
Detroit	Wayne	Employer Sponsored	10	10	100%	0-30
Warren	Macomb	Individual Fare	11	10	110%	0-30
Lansing	Ingham	Individual Fare	6	10	60%	31-60
Ann Arbor	Washtenaw	Individual Fare	6	10	60%	31-60
Flint	Genesee	Individual Fare	7	10	70%	31-60
Lansing	Ingham	Individual Fare	7	10	70%	31-60
Mt. Clemens	Macomb	Individual Fare	7	10	70%	31-60
Warren	Macomb	Individual Fare	7	10	70%	31-60

Destination City	Destination County	Current Fare Type	Active Riders Including Drivers	Passenger Capacity	Capacity	Mileage Category
Lansing	Ingham	Individual Fare	11	10	110%	31-60
Lansing	Ingham	Individual Fare	11	10	110%	31-60
Detroit	Wayne	Individual Fare	11	10	110%	31-60
Warren	Macomb	Individual Fare	9	12	75%	0-30
Battle Creek	Calhoun	Individual Fare	10	12	83%	0-30
Warren	Macomb	Individual Fare	10	12	83%	0-30
Detroit	Wayne	Individual Fare	7	12	58%	31-60
Warren	Macomb	Individual Fare	8	12	67%	31-60
Lansing	Ingham	Individual Fare	9	12	75%	31-60
Lansing	Ingham	Individual Fare	9	12	75%	31-60
Warren	Macomb	Individual Fare	9	12	75%	31-60
Troy	Oakland	Individual Fare	9	12	75%	31-60
Mt. Clemens	Macomb	Individual Fare	10	12	83%	31-60
Warren	Macomb	Individual Fare	10	12	83%	31-60
Detroit	Wayne	Individual Fare	10	12	83%	31-60
Detroit	Wayne	Individual Fare	10	12	83%	31-60
Warren	Macomb	Individual Fare	11	12	92%	31-60
Lansing	Ingham	Individual Fare	13	12	108%	31-60
Warren	Macomb	Individual Fare	13	12	108%	31-60
Lansing	Ingham	Individual Fare	14	12	117%	31-60
Warren	Macomb	Individual Fare	10	12	83%	61-90
Milan	Washtenaw	Individual Fare	12	15	80%	0-30
Battle Creek	Calhoun	Individual Fare	15	15	100%	0-30
Detroit	Wayne	Employer Sponsored	15	15	100%	0-30
Detroit	Wayne	Employer Sponsored	15	15	100%	0-30
Detroit	Wayne	Employer Sponsored	15	15	100%	0-30

Destination City	Destination County	Current Fare Type	Active Riders Including Drivers	Passenger Capacity	Capacity	Mileage Category
Detroit	Wayne	Employer Sponsored	15	15	100%	0-30
Dearborn	Wayne	Individual Fare	16	15	107%	0-30
Lansing	Ingham	Individual Fare	7	15	47%	31-60
Warren	Macomb	Individual Fare	9	15	60%	31-60
Mt. Clemens	Macomb	Individual Fare	10	15	67%	31-60
Warren	Macomb	Individual Fare	10	15	67%	31-60
Warren	Macomb	Individual Fare	10	15	67%	31-60
Detroit	Wayne	Individual Fare	10	15	67%	31-60
Flint	Genesee	Individual Fare	11	15	73%	31-60
Lansing	Ingham	Individual Fare	11	15	73%	31-60
Warren	Macomb	Individual Fare	11	15	73%	31-60
Warren	Macomb	Individual Fare	11	15	73%	31-60
Warren	Macomb	Individual Fare	11	15	73%	31-60
Warren	Macomb	Individual Fare	11	15	73%	31-60
Lake Orion	Oakland	Individual Fare	11	15	73%	31-60
Lansing	Ingham	Individual Fare	12	15	80%	31-60
Warren	Macomb	Individual Fare	12	15	80%	31-60
Warren	Macomb	Individual Fare	12	15	80%	31-60
Warren	Macomb	Individual Fare	12	15	80%	31-60
Detroit	Wayne	Individual Fare	12	15	80%	31-60
Lansing	Ingham	Individual Fare	13	15	87%	31-60
Lansing	Ingham	Individual Fare	13	15	87%	31-60
Lansing	Ingham	Individual Fare	13	15	87%	31-60
Lansing	Ingham	Individual Fare	13	15	87%	31-60
Lansing	Ingham	Individual Fare	13	15	87%	31-60
Lansing	Ingham	Individual Fare	13	15	87%	31-60
Battle Creek	Calhoun	Individual Fare	14	15	93%	31-60

Destination City	Destination County	Current Fare Type	Active Riders Including Drivers	Passenger Capacity	Capacity	Mileage Category
Lansing	Ingham	Individual Fare	14	15	93%	31-60
Lansing	Ingham	Individual Fare	14	15	93%	31-60
Lansing	Ingham	Individual Fare	14	15	93%	31-60
Dearborn	Wayne	Individual Fare	14	15	93%	31-60
Detroit	Wayne	Individual Fare	14	15	93%	31-60
Lansing	Ingham	Individual Fare	15	15	100%	31-60
Warren	Macomb	Individual Fare	15	15	100%	31-60
Detroit	Wayne	Employer Sponsored	15	15	100%	31-60
Lansing	Ingham	Individual Fare	16	15	107%	31-60
Warren	Macomb	Individual Fare	16	15	107%	31-60
Warren	Macomb	Individual Fare	17	15	113%	31-60
Lansing	Ingham	Individual Fare	18	15	120%	31-60
Lansing	Ingham	Individual Fare	13	15	87%	61-90
Lansing	Ingham	Individual Fare	13	15	87%	61-90
Lansing	Ingham	Individual Fare	14	15	93%	61-90
Warren	Macomb	Individual Fare	14	15	93%	61-90
Lansing	Ingham	Individual Fare	15	15	100%	61-90

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, 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, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any 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 a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
 2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
 3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
 5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.
-

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

(Revised October 1, 2005)

APPENDIX C

Assurances that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR § 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor 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 US DOT-assisted contracts. 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 recipient deems appropriate.