

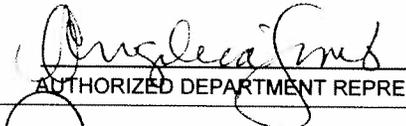
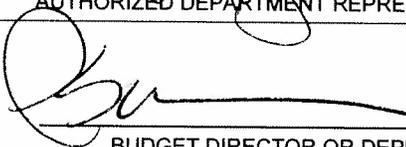
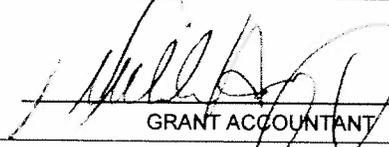
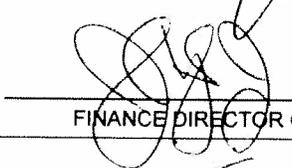
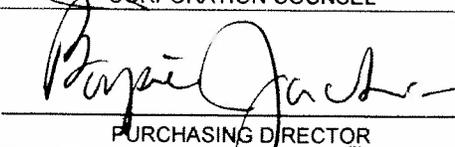
PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

CHANGE ORDER #
STANDARD PO NUMBER
RACI PO NUMBER
01/150

Insurance Requirement

ACCOUNTS PAYABLE WILL HOLD UP ALL CONTRACT PAYMENTS UNTIL ALL INSURANCE CERTIFICATES/POLICIES REQUIRED UNDER THE CONTRACT HAVE BEEN RECEIVED. CONTRACTORS SHOULD BE MADE AWARE OF THIS REQUIREMENT.

TYPE OF CONTRACT: (Check One) <input type="checkbox"/> CONSTRUCTION/DEMOLITION <input type="checkbox"/> LEASE <input type="checkbox"/> DEED <input checked="" type="checkbox"/> PROFESSIONAL SERVICES		DEPARTMENT HEAD'S SIGNATURE 	DEPARTMENT TRANSPORTATION
FUNDING SOURCE (Percent) FEDERAL 80% STATE 20% CITY % OTHER %		DEPARTMENT CONTACT PERSON SAMUEL ELMER	PHONE NO. 833-7715
CONTRACTOR'S NAME: NEW FLYER, LLC		DATE PREPARED 12/8/14	
CONTRACTOR'S ADDRESS: 711 KERNAGHAN AVE. WINNIPEG, MANITOBA, CANADA R2C3T4		ENGINEER'S ESTIMATE <input type="checkbox"/> CONTRACT <input checked="" type="checkbox"/> CHANGE <input type="checkbox"/> TOTAL CONTRACT AMOUNT \$4,614,609.70 TOTAL CPO AMOUNT \$ CHANGE AMOUNT \$	
PHONE NO 800.665.2637		<input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL	
FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: 98-0107052		MINORITY FIRM <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
PURPOSE OF CONTRACT: TO PURCHASE 10 TRANSIT COACHES			
CHARGE ACCOUNT: 5303-207112-000058-644500-13948-00000-DOT51			

TIME & DATE IN	APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER	TIME & DATE IN
	REQUESTING DEPARTMENT  AUTHORIZED DEPARTMENT REPRESENTATIVE	
DEC - 8 2014	BUDGET <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  BUDGET DIRECTOR OR DEPUTY	DEC 12 2014
Feb 11 2015	GRANT MANAGEMENT SECTION <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  GRANT ACCOUNTANT	MAR 2, 2015 15 FEB - 6 AM 11:50
DEC 15 2014	FINANCE DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  FINANCE DIRECTOR OR DEPUTY	12/15/14
	LAW DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  CORPORATION COUNSEL	2/5/14
	PURCHASING DIVISION  PURCHASING DIRECTOR	3/27/15

RECEIVED
JAN 29, 2015
CITY OF DETROIT
CONTRACTS SECTION
LAW DEPARTMENT

CITY COUNCIL APPROVAL JCC REFERENCE: PAGE _____ DATE **MAR 10 2015**

Detroit City Council
Legislative Policy Division

TO: Purchasing Division Staff
FROM: David Teeter
DATE: March 10, 2015

RE: **PURCHASING ITEMS APPROVED BY THE CITY COUNCIL**

There were no contracts, approved at the March 3, 2015 Session, requested to be Reconsidered.

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of March 10, 2015 and **APPROVED***

Reported by the Budget, Finance and Audit Committee:

No Contracts Reported

Reported by the Internal Operations Committee:

87020,Amend.1 Douglas Baker + \$5,106 TO \$114,106 LAW
Submitted in the List and Referred Feb. 17, 2015; Correction to contract number referred Feb. 24, 2015;
Correction to Term, to begin November 4, 2014 through June 30, 2015 submitted March 9, 2015.

87096 Maurice Cox \$17,400 MAYOR'S OFFICE
Submitted in the List and Referred February 24, 2015.

2904543,Emg.Prcmt. Professional Service Industries \$100,868.40 GENERAL SERVICE
Submitted in the List and Referred March 3, 2015.

86808,Amend.1 Claudia Meeks (Castaneda-Lopez) + \$563.76 to \$36,059.76 CITY COUNCIL
Submitted in the List for March 10, 2015; Placed on Consent Agenda; Approved with ***WAIVER***.

86809,Amend.1 Anne Roth (Castaneda-Lopez) + \$5,220 to \$57,420 CITY COUNCIL
Submitted in the List for March 10, 2015; Placed on Consent Agenda; Approved with ***WAIVER***.

86810,Amend.1 Norma Huizar (Castaneda-Lopez) + \$5,220 to \$57,420 CITY COUNCIL
Submitted in the List for March 10, 2015; Placed on Consent Agenda; Approved with ***WAIVER***.

86811,Amend.1 Karina Odom (Castaneda-Lopez) + \$2,128 to \$14,608 CITY COUNCIL
Submitted in the List for March 10, 2015; Placed on Consent Agenda; Approved with ***WAIVER***.

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of March 10, 2015

Page 2

The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of March 10, 2015 and APPROVED

Reported by the Internal Operations Committee: - continued

- 86812,Amend.1 Lana Zaghmout (Castaneda-Lopez) + \$1,002.24 to \$51,573.60 CITY COUNCIL
Submitted in the List for March 10, 2015; Placed on Consent Agenda; Approved with *WAIVER*.
- 86928,Amend.1 J. Paul Krystyniak (Castaneda-Lopez) + \$1,795.86 to \$40,237.62 CITY COUNCIL
Submitted in the List for March 10, 2015; Placed on Consent Agenda; Approved with *WAIVER*.
- 87093 Alejandra Gomez (Castaneda-Lopez) \$4,750 CITY COUNCIL
Submitted in the List for March 10, 2015; Placed on Consent Agenda; Approved with *WAIVER*.

Reported by the Neighborhood and Community Services Committee:

No Contracts Reported

Reported by the Planning and Economic Development Committee:

No Contracts Reported

Reported by the Public Health and Safety Committee:

- 2903755 Motorola Solutions \$36,128 FIRE
Submitted in the List and Referred February 24, 2015.
- 2904514 R & R Fire Truck Repair \$3,674,528 (Quality of Life) FIRE
Submitted in the List and Referred February 24, 2015; Approved with *WAIVER*.
- 2881929,Amend Enterprise Uniform + \$14,200 to \$87,274 MUNICIPAL PARKING
Submitted in the List and Referred February 24, 2015.
- 2901750 New Flyer \$4,614,609.70 TRANSPORTATION
Submitted in the List and Referred February 24, 2015.
- 2821497,Ext. PIE Management (10-1-14 thru 6-30-15) No Added Funds ADMIN. HEARING
Submitted Jan. 20, 2015; Approved Feb. 3, 2015; Correction to beginning date referred Feb. 24, 2015.

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of March 10, 2015

Page 3

*The following contract was reported to the City Council by the indicated Standing Committee, at the Regular Session of March 10, 2015 and the Vote was **POSTPONED FOR 1 WEEK.***

Reported by the Neighborhood and Community Services Committee:

2899715 Healthy Kidz (Tindal Recreation Center) No Funding RECREATION
Submitted in the List and Referred February 24, 2015; Questions from CM Tate.

*The following contracts were **REFERRED** on March 10, 2015 to the indicated Standing Committee for consideration and report to the City Council.*

Referred to Budget, Finance and Audit Committee:

2904969	BDM Transport	CITY-WIDE
2887861,Purch.Incr.	Nationwide Envelope	CITY-WIDE
2857485,Renew	Wolverine Solutions	FINANCE

Referred to Internal Operations Committee:

2889445,Purch.Incr. Kristel Group(M.Parking) GENERAL SERVICES

Referred to Neighborhood and Community Services Committee:

87077 Cheryl Kingham (Coca-Cola) RECREATION

Referred to Planning and Economic Development Committee:

No Contracts Referred

Referred to Public Health and Safety Committee:

2905037	Jorgensen Ford	HOMELAND SECURITY
2904749	IPS Group (meters)	MUNICIPAL PARKING
2827322,Purch.Incr.	CMP Distributors	POLICE
2875784,Renew	Homrich Wrecking	PUBLIC WORKS
2902708	Giorgi Concrete/Major Cement Jt.Vnt.	PUBLIC WORKS
2905001	Eastern Oil Co.	TRANSPORTATION

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of March 10, 2015

Page 4

Contracts that are currently HELD for review, discussion or report to the Standing Committees.

HELD in Internal Operations Committee:

2888170,Amend.2 Aquarius Professional Staff. + \$465,712 to \$1,925,712 GENERAL SERVICE
Submitted in the List and Referred February 17, 2015; Correction Referred Feb. 24, 2015.

2880110,Amend.1 Cummings,McClore,Davis & Acho + \$150,000 to \$225,000 LAW
Submitted in the List and Referred March 3, 2015; Review of original contract amount.

CONTRACT # 2901750

DEPARTMENT Transportation

[] WAIVER

AGENDA DATE: _____

CONTRACT SYNOPSIS

CONTRACTOR NAME: **NEW FLYER LLC** _____

CONTRACTOR ADDRESS: **711 KERNAGHAN AVE.** _____

WINNIPEG, MANITOBA, CANADA R2C3T4 _____

WHAT FORM OF COMPETITION DID THE DEPARTMENT ENGAGE IN TO OBTAIN THIS PROFESSIONAL SERVICE CONTRACT:

Request For Proposal (RFP) # _____
Request For Quotes (RFQ) # _____
Request For Qualifications (RFQQ) # _____

If there was no competition obtained, explain why: | **An assignment**
Agreement was secured for this purchase between the Rochester Genesee Regional Transportation Authority, New Flyer, and DDOT. The Assignment Agreement was approved by the FTA.

PROJECT: **The purchase of nineteen (10) 40 ft Heavy Duty Transit vehicles** _____

TYPE OF FUNDING AND %: **Federal - 80% State - 20%** _____

CONTRACT AMOUNT: **\$4,614,609.70** _____

CONTRACT PERIOD: **12/8/2014 through 12/31/2015** _____

ADVANCE PAYMENT: _____

BRIEF DESCRIPTION: **Purchase of 10 Clean Diesel Transit Coaches from New Flyer using Ladders of Opportunity grant funding secured from the FTA.** _____

REASON FOR DELAY: _____

City Council Contract Agenda Items Review Checklist

New Renewal Contract Increase Contract Extension Contract Amendment

Reviewer: **S. Elmer** Date Received: _____

Date: March 17, 2014 Department: Transportation Division:

Dept Head/Contact Person: Samuel Elmer Phone No.: 313.833.7715

Description: Purchase of 10 Transit Coaches Contract No.: 2901750 PO Type: BPO Est. Value: \$4,614,609.70

Contract Term (if applicable): December 8, 2014 to December 31, 2015

Funding: City 0% State 20% Federal 80% Other: _____ %

(Documentation must be furnished by the Dept. if anything other than City funding)

Recommended Supplier: New Flyer Required Date: 12/31/14

1. Is the product or service ESSENTIAL to department operations? Yes No

If "Yes" please explain why: New coaches are essential to the stability of the fleet.

Consequence of not buying: DDOT Fleet will continue to have maintenance issues.

2. Was the product or service competitively bid? Yes No
(Request copies of bid tabulation/evaluation score sheets as needed)

If the answer to #2 is "NO" explain why there was no competition:

This item was competitively bid in Rochester New York and is made available to the City of Detroit via Assignment Agreement.

3. Was a Co-Operative Agreement Considered? Yes No Co-Operative Name: _____
If answer to #3 is "No" explain why a Co-Op was not considered: _____

4. Were savings achieved?
 Yes Amount \$ _____ No
Were additional savings requested? (10%) Yes No

5. Does the supplier currently provide other goods and services to the City? Yes No
If yes please list: _____

6. The business being awarded is NEW CONTRACT
If #6 is a renewal provide justification for renewal: _____
If #6 is a increase/decrease does this represent:

Variance in unit price only (Current unit price \$ _____ Suggest Unit Price \$ _____)

Change in amount/volume of the good or service to be used (no change in unit price)

7. Is this good/service used by other departments? Yes No

If "yes" can this req/par be combined other department requirements.? Yes No

8. Is this a service that can be performed by City employees? Yes No

Is this a service that City employees can be trained to do? Yes No

NOTES: DDOT is piggybacking a RGRTA contract.

PLACE ON CITY COUNCIL AGENDA

REJECT AND NOTIFY DEPARTMENT DIRECTOR:

SIGNED: _____ DATE: 12/8/14

INFORMATION PROVIDED BY: Samuel Elmer

TITLE: Purchasing Manager

PHONE NO. 313.833.7715



REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: Transportation

E-MAIL ADDRESS: arnitac@detroitmi.gov

CONTACT NAME: Arnita Clark PHONE: (313) 833-7711 FAX: (313) 833-7890

Type of Clearance: New Renewal (Please submit 30 days prior to submitting bid or expiration date)

To:
A. City of Detroit
Income Tax Division
Coleman A. Young Municipal Center
2 Woodward Avenue, Ste. 512
Detroit, MI 48226

For:
Individual or
Company Name New Flyer Industries
Address 711 Kernaghan Ave

Phone: (313) 224-3328 or 224-3329
Fax: (313) 224-4588

City Winnipeg, Manitoba
State MB Zip Code _____
Telephone (800) 665-2637 Fax # (800) 745-5368
E-mail Address jeffrey.west@newflyer.com

B. Name of Chief Financial Officer/Authorized Contact Person (include address if different from above) Telephone # _____
Fax # _____

Employer Identification or Social Security Number 98-0453252 / 98-0647911 Spouse Social Security Number _____

Nature of Contract Parts, COACH OEM BID CONTRACT AMOUNT (if known):
Labor: \$ _____ Material: \$ _____
Contract # (if known) _____

C. ALL QUESTIONS MUST BE ANSWERED TO EXPEDITE APPROVAL PROCESS. ANY QUESTION NOT ANSWERED MAY RESULT IN A DENIAL OF INCOME TAX CLEARANCE.

Check One: Individual Corporation Partnership Estate & Trust

INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

- 1. Have you filed joint returns with spouse during the last seven (7) years? (If yes, include spouse SSN above) Yes No
- 2. Are you a student, and/or claimed as a dependent on someone else's tax return? Yes No
- 3. Were you employed during the last seven (7) years? Yes No
- 4. Were you a resident of Detroit during the last seven (7) years? Yes No

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

- 5. Is the company a new business in Detroit? If yes, attach Employer Registration (Form DSS-4). Yes No
- 6. Will the company have employees working in Detroit? Yes No
- 7. Will the company use sub-contractors or independent contractors in Detroit? Yes No

D. FOR INCOME TAX USE ONLY

Has the contractor complied with the provisions of the City of Detroit Income Tax Ordinance?

Yes No Signature LUCHETA JENNINGS Date MAR 13 2014 Expires MAR 13 2015
 Yes No Signature _____ Date _____ Expires _____
 Yes No Signature _____ Date _____ Expires _____

VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT: www.detroitmi.gov

NOTE: An approved Income Tax Certificate may be used in multiple city wide departments that require a bid. Please e-mail your completed request form (preferably in pdf format) to: IncomeTaxClearance@detroitmi.gov.

**CONTRACT USE AGREEMENT
FOR
CITY OF DETROIT, MICHIGAN**

This Contract Use Agreement, made this 12 day of NOVEMBER 2014 by and among the Rochester-Genesee Regional Transportation Authority of Rochester, New York ("RGRTA"), New Flyer of America, Inc., located at 214 5th Avenue SW, Crookston, Minnesota ("New Flyer"), and The Department of Transportation of the City of Detroit, Michigan, located at 1301 East Warren Avenue, Detroit, Michigan 48207 ("DDOT").

Whereas, by a request for proposals dated October 14, 2011, RGRTA initiated a governmentally-supervised procurement process for the supply and delivery of Diesel-Powered, Heavy Duty, Low Floor Transit Buses (the "Buses") with availability for "piggyback use" by other governmental agencies within these United States; and

Whereas, New Flyer of America, Inc. submitted a proposal to supply said buses; and

Whereas, RGRTA accepted New Flyer's proposal and awarded a contract to New Flyer on October 11th, 2012 (the "Contract").

Now, therefore, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the parties agree as follows:

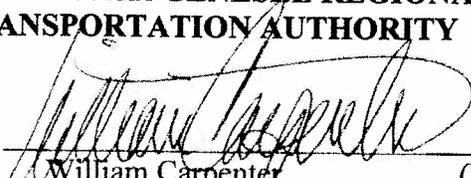
1. RGRTA and New Flyer give DDOT permission to purchase ten (10) of the Buses on the terms and conditions, including without limitation the pricing terms and conditions, contained in the Contract, all of which terms and conditions are hereby deemed incorporated into this Agreement.
2. New Flyer represents to DDOT that New Flyer has the requisite specialized expertise and experience, and can and will provide the Buses and any other equipment, supplies, or other goods available under the Contract with respect to the Buses, under the terms of the Contract.
3. New Flyer agrees to perform for the benefit of DDOT all its obligations under the Contract with respect to the ten (10) Buses being purchased by DDOT.
4. DDOT assumes all rights and obligations of RGRTA under the Contract to the extent those rights and obligations pertain to the ten (10) Buses which are the subject of this Contract Use Agreement; and DDOT represents and warrants to RGRTA and New Flyer that DDOT shall perform all of such obligations in accordance with the terms of the Contract.
5. New Flyer releases RGRTA from any responsibility or obligation under the Contract with respect to the ten (10) Buses that will be purchased by DDOT. RGRTA is a party to this Agreement for the sole purpose of confirming that DDOT is permitted to use the Contract as contemplated by this Agreement; and RGRTA assumes no additional obligations or responsibility through its execution of this Agreement.
6. In the event that New Flyer and DDOT fail to enter into an agreement for the purchase of ten (10) buses or any portion thereof, then this agreement shall be null and void and have no further effect.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS CONTRACT USE AGREEMENT AS OF THE FIRST DATE ABOVE WRITTEN.

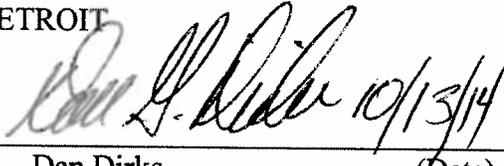
NEW FLYER OF AMERICA, INC.

By:  Oct 29, 2014
Paul Smith
EVP Sales & marketing

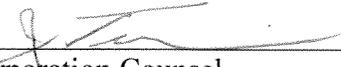
**ROCHESTER-GENESEE REGIONAL
TRANSPORTATION AUTHORITY**

By:  11/2/14
William Carpenter
Chief Executive Officer (Date)

**THE DEPARTMENT OF TRANSPORTATION OF THE
CITY OF DETROIT**

By:  10/13/14
Dan Dirks
Director (Date)

Approved by the City Law Department
pursuant to Section 7.5-206
of the Charter of the City of Detroit:



Corporation Counsel

Approved by the Detroit City Council or the E.M. on:

MAR 10 2015

FRC APPROVAL

MAR 23 2015

City Purchasing Director:  _____ Date: 3/23/15

**This Agreement is not valid or authorized until approved by the City Council
and/or the Emergency Manager (E.M.) and signed and/or approved by the City
Purchasing Director.**

Addendum 1
To Assignment of Contract

This addendum 1 is part of the Assignment of contract from Rochester- Genesee Regional Transportation Authority of Rochester, New York ("RGRTA"), to the Detroit Department of Transportation of the City of Detroit, Michigan ("DDOT"), as approved by New Flyer.

For purposes of the Assignment, New Flyer and DDOT agree that all references in the original contract to ("RGRTA"), and/or its officers, directors, employees and agents, shall now refer to DDOT and/or its officers, directors, employees and agents.

For purposes of the Assignment, all references in the original contract to delivery, inspection and acceptance of vehicles by RGRTA shall now refer to delivery, inspection and acceptance of vehicles by DDOT.

For purposes of the Assignment, all references in the original contract to notice to RGRTA shall now refer to notice to DDOT.

For purposes of the Assignment, New Flyer and DDOT agree that all other references in the original contract related to the State of New York shall now refer to the State of Michigan, and all references in the original contract related to RGRTA shall now refer to DDOT and the City of Detroit, which is a municipal corporation of the State of Michigan.

All other terms and conditions of the original contract remain the same and are incorporated herein.

It is understood that RGRTA is not a signatory to this Addendum because these terms apply only to New Flyer and DDOT.

The duly authorized representatives of New Flyer and DDOT execute this Addendum on the dates set forth below:

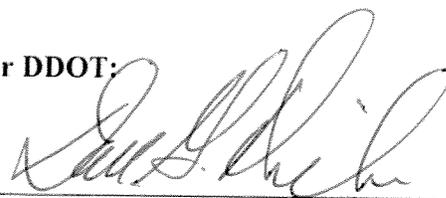
For New Flyer:



Glenn Asham CFO

Dated: January 27, 2015

For DDOT:



Dan Dirks, Director

Dated: Jan. 28, 2015



NEW FLYER

December 2, 2014

Samuel Elmer
Purchasing
Detroit (DDOT)
1301 E. Warren
Detroit, Michigan 48207

Subject: Quotation for Heavy Duty Low-Floor Diesel Transit Buses

Dear Mr. Elmer,

New Flyer is pleased to submit an option price quotation for the production of ten (10) 40' Diesel buses based on New Flyer's contract with the Rochester Genesee Regional Transportation Authority of Rochester, New York (RGRTA).

The proposed buses will be technically configured as SR-1920. Other changes include the addition of a Kidde Fire suppression system and a change to American Seating – Vision passenger seating.

The price for ten (10) XD40 buses is **\$436,460.97 per bus**.

We want to take this opportunity to highlight key elements of our proposal:

Warranty: New Flyer exceeds industry standard warranties in many areas such as 5 year / 300,000 miles warranty for axle (Standard warranty is 2 years) and our multiplex warranty is 3 years/150,000 miles (Standard competitor warranty is 1 year/50,000 miles).

Training: New Flyer Training is an organization within the New Flyer Customer Services group – a division of New Flyer Industries. As a part of the leading manufacturer of heavy-duty transit buses in the United States and Canada, we have access to top design, engineering, propulsion technology and electrical systems professionals. This enables us to offer the service and expertise to maximize the lifetime value of your fleet.

Publications: Our New Flyer Publications professionals combine extensive, hands-on technical experience with exceptional writing, illustrating and publishing skills to create the industry's benchmark in maintenance manuals. Supplying accurate information in a timely manner assists the customer in the performance of proper bus maintenance, which in turn, adds to the overall reliability and lifetime value of each New Flyer bus on the road.

Tooling and Diagnostics: Please refer to section 6 of our proposal for our Tooling and Diagnostic proposal package.

Spare Parts: Please refer to Section 7 of our proposal for our spare parts package.

Delivery Proposal: New Flyer is proposing a delivery schedule based on line entering these buses Week 12, 2015 with all buses delivery be mid Q2, 2015. A detailed delivery schedule will be provided during pre-production meetings.

Payment Terms: Following the terms and conditions of New Flyer's contract with RGRTA our proposed payment terms are as follows:

- 80% Net (10) after delivery of each bus
- 20% Net (10) after acceptance of each bus
- Acceptance is within (15) days of delivery

New Flyer has included optional pricing to change the passenger seating from the proposed American Seating – Vision to the previous USSC – Aries used on SR-1920. Please note, if Detroit decides to remain with the USSC passenger seating then Option #61 on the Price Change Detail of \$12,309.63 will be removed and replace with the optional price for the USSC of \$10,431.82 found on the Price Change Summary. Therefore, there is a premium for the American Seating model of \$1,877.81. Please note, Detroit will have to come to a conclusion on what seating model will be built for this SR-1926 by pre-production / technical summary review meeting, December 5th, to ensure the correct product is ordered in time for production.

This is a very important project to us as it allows us the opportunity to continue to build on the strong relationship we have enjoyed with Detroit. It also affords us the opportunity to deliver to you, once again, some of the most advanced vehicles available in North America. We thank you for your continued interest in New Flyer products and look forward to working with you in the near future.

The quotation is open for acceptance for thirty (30) days. Please indicate your acceptance by signing and returning a copy of the Price Change Summary to New Flyer, attention Jennifer McNeill, Director, Sales and Business Development by fax at: (204)-224-4214.

Sincerely,



Ryan Childe
Technical Sales Analyst
New Flyer
(204) 224-6482

Cc: Jennifer McNeill – Director, Sales and Business Development
Chris Dabbs – Regional Sales Manager
Adrian Graca – Manager, Technical Sales



QUOTATION FOR HEAVY DUTY LOW-FLOOR DIESEL TRANSIT BUSES

SECTION 1

Contents:

Title	Submission Requirements
Price Change Summary:	Attached is our price change summary. Please indicate your acceptance by signing and returning a copy to New Flyer, attention Jennifer McNeill, Director, Sales and Business Development by Fax at: 204-224-4214



NEW FLYER

Price Change Summary

Property: Detroit (DDOT)
Option Origin: Rochester Bid #11-053
Sales Release No.: SR-1926
Quantity: 10
Type: XD40
Price Change No.: 1
Revision: A
Date: 02-Dec-14

	<u>Each</u>	<u>Total</u>
Original Contract Price Base Coach	\$ 409,805.00	\$ 4,098,050.00
Base Bus Price Change Total	\$ 26,655.97	\$ 266,559.65
Contract Spares Base Bus Price Change Total	\$ -	\$ -
Revised Price Base Bus (including ADA & delivery)	\$ 436,460.97	\$ 4,364,609.65

Original Contract Price for Contract Spares (If priced separately)	\$ -	\$ -
Contract Spares Changes (Priced Separately) Total	\$ -	\$ -
Revised Contract Spares Priced Separately	\$ -	\$ -

Original Contract Price for Miscellaneous (If priced separately)	\$ -	\$ -
Miscellaneous Price Change Total	\$ -	\$ -
Revised Miscellaneous Priced Separately	\$ -	\$ -

Original Total Contract Price		\$ 4,098,050.00
Total Contract Price Changes		\$ 266,559.65
Revised Total Contract Price		\$ 4,364,609.65

	<u>Each</u>	<u>Total</u>
Optional Pricing		
Change to USSC - Aries passenger seating per SR-1920 configuration	\$ 10,431.83	\$ 104,318.28

Note** If this option is chosen, please remove price change item #61 and replace with the price change stated with this optional pricing

Authorized Signatures:

New Flyer Authorization:

Signature:  _____

Title: Paul Smith - Executive VP Sales and Marketing

Date: 02-Dec-14

Property Authorization:

Signature: _____

Title: _____

Date: _____

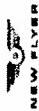


QUOTATION FOR HEAVY DUTY LOW-FLOOR DIESEL TRANSIT BUSES

SECTION 2

Contents:

Title	Submission Requirements
Price Detail Sheet	Attached is our price change details sheet. This sheet includes all price changes that are required from the base bus price to the proposed configuration as requested.



Price Change Detail

Property: Detroit (0007)
 Option Origin: Rochester, Wis #11-065
 Quantity: 50
 Release No.: SR-185
 Bus Type: X1040

Reference No.	Option No.	Option Group	SRCR No.	Description	Sum of Total \$USD
1	PPI	Processor Price Index		Add PPI from Oct 2012 to Dec 2014	\$12,010.45
2	400	Deferrable		Change to 12000 hrs. Warranty	\$37,000
3	400	Deferrable		Change to 12000 hrs. Warranty	\$37,000
4	400	Deferrable		Change to 12000 hrs. Warranty	\$37,000
5	400	Deferrable		Change to 12000 hrs. Warranty	\$37,000
6	204	Separation Ray		Change to add model to M.A.H. 4.56.1. Model HY-1300-F and change to synthetic axle gear oil - INCLUDED	\$0.00
7	205	Tires		Change to customer supplied tires with Alox 22.5 x 8.25 aluminum wheels with polished finish and wheel indicators	\$3,500.40
8	600	Customer Options		Change to add the suspension system per SRCR#147259	\$8,984.19
9	600	Customer Options		Change to add the suspension system per SRCR#147259	\$8,984.19
10	218	Engine & Air Filter		Change to 2015 Cummins engine and accessories standard	\$1,338.88
11	219	Engine		Change to 2015 Cummins engine and accessories standard	\$2,361.83
12	231	Cooling System		Change to 2015 Cummins engine and accessories standard	\$1,083.08
13	219	Engine		Change to Allison transmission speeds - primary mode 5 speed Performance, secondary mode 9 speed Economy - INCLUDED	\$0.00
14	219	Engine		Change Allison retarder - 1 stage from accelerator (33% retarder), 2 stages from brake pressure switches (65% and 100% retarder a 1 and 4 psi) - INCLUDED	\$0.00
15	219	Engine		Change Allison retarder - 1 stage from accelerator (33% retarder), 2 stages from brake pressure switches (65% and 100% retarder a 1 and 4 psi) - INCLUDED	\$0.00
16	219	Engine		Change Allison retarder - 1 stage from accelerator (33% retarder), 2 stages from brake pressure switches (65% and 100% retarder a 1 and 4 psi) - INCLUDED	\$0.00
17	219	Engine		Change Allison retarder - 1 stage from accelerator (33% retarder), 2 stages from brake pressure switches (65% and 100% retarder a 1 and 4 psi) - INCLUDED	\$0.00
18	600	Customer Options		Deletes the steel Exhaust system - Cummins diesel particulate filter (DPF) included in item #11) - INCLUDED	\$397.42
19	600	Customer Options		Deletes the steel Exhaust system - Cummins diesel particulate filter (DPF) included in item #11) - INCLUDED	\$397.42
20	600	Customer Options		Deletes the steel Exhaust system - Cummins diesel particulate filter (DPF) included in item #11) - INCLUDED	\$397.42
21	600	Customer Options		Deletes the steel Exhaust system - Cummins diesel particulate filter (DPF) included in item #11) - INCLUDED	\$397.42
22	241	Fuel System		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
23	246	Air Brake & Lev System		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
24	246	Air Brake & Lev System		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
25	246	Air Brake & Lev System		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
26	246	Air Brake & Lev System		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
27	260	Battery Compartment		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
28	420	Body AP Before Paint		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
29	420	Body AP Before Paint		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
30	420	Body AP Before Paint		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
31	420	Body AP Before Paint		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
32	420	Body AP Before Paint		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
33	277	Interior Lighting		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
34	277	Interior Lighting		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
35	280	Passenger Signal		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
36	280	Passenger Signal		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
37	280	Passenger Signal		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
38	280	Passenger Signal		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
39	280	Passenger Signal		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
40	280	Passenger Signal		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
41	362	Paint & Decal		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
42	362	Paint & Decal		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
43	362	Paint & Decal		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
44	350	Driver Control		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
45	420	Body AP Before Paint		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
46	420	Body AP Before Paint		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
47	420	Body AP Before Paint		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
48	500	Customer Options		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
49	500	Customer Options		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
50	600	Customer Options		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
51	600	Customer Options		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
52	420	Body AP After Paint		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
53	420	Body AP After Paint		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
54	450	Roofing AP		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
55	460	Windows		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
56	470	Windows		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
57	470	Windows		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
58	480	Door Entrance		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
59	481	Exit		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
60	526	Seating & Straps		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
61	526	Seating & Straps		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
62	526	Seating & Straps		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
63	526	Seating & Straps		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
64	526	Seating & Straps		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
65	540	HVAC System		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
66	540	HVAC System		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
67	600	Customer Options		Change the hydraulic power steering system that is synthetic - INCLUDED	\$3,069.33
Price Change Detail					\$28,855.97
Grand Total					\$28,855.97



QUOTATION FOR HEAVY DUTY LOW-FLOOR DIESEL TRANSIT BUSES

SECTION 3

Contents:

Title	Submission Requirements
Warranty Proposal:	Please refer to attached details regarding our warranty proposal.

CONTRACT DELIVERABLES LIST		Warranty	
CUSTOMER NAME	Detroit (DDOT)	SR #	SR-1926
BUS MODEL	XDD40	QUANTITY	10

MAJOR COMPONENT DESCRIPTION	PROVIDER	BASE WARRANTY		EXTENDED WARRANTY		Comments
		WARRANTY TERMS (YEARS)	Mileage	PROVIDER OR NFL SELF-INSURED	WARRANTY TERMS (YEARS)	
Base Bus Warranty	New Flyer Industries Limited	1	50,000			Excluding scheduled maintenance items, acts of nature, or normal consumables
Basic Bus Structure	New Flyer Industries Limited	3	150,000			Body and body structure shall consist of the components that are bolted or riveted to the structure, such as, exterior panels, interior panels, roof, ceiling, and driver's barrier.
Chassis Structure (Integrity)	New Flyer Industries Limited	12	500,000			Chassis Structure, Consists of all components that are welded together to form the main frame (skeleton) and body construction. These warranty items exclude corrosion caused by aggressive road de-icers such as Magnesium Chloride or equivalents, unless New Flyer approved preventative measures are taken.
Chassis Structure (Corrosion)	New Flyer Industries Limited	12	500,000			Chassis Structure, Consists of all components that are welded together to form the main frame (skeleton) and body construction. These warranty items exclude corrosion caused by aggressive road de-icers such as Magnesium Chloride or equivalents, unless New Flyer approved preventative measures are taken.
Engine	Cummins	2	unlimited			All repair/warranty claims need to be handled through the local authorized repair facility. When the 3 year extended warranty is purchased (3 years total) the following applies: Two Year Base, year 3 & 5 is major components only as per manufacturer's warranty document.
Transmission	Allison	2	unlimited			Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repair/warranty claims need to be handled through the local authorized repair facility.
Axle Rear	MAN	5	300,000			Excluding maintenance items & items that are not covered by the OEM's warranty. All friction materials are excluded from this limited warranty. Wear and third party items supplied with the axle (e.g. slack adjuster, seals and bearings, shocks, air bellows, radius rods, brake chambers) are not included in the 5 year warranty. Please see manufacturer's warranty document.
Axle Front	MAN	5	300,000			Excluding maintenance items & items that are not covered by the OEM's warranty. All friction materials are excluded from this limited warranty. Wear and third party items supplied with the axle (e.g. slack adjuster, seals and bearings, shocks, air bellows, radius rods, brake chambers) are not included in the 5 year warranty. Please see manufacturer's warranty document.
A/C	Thermo King	2	unlimited			Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repair/warranty claims need to be handled through the local authorized repair facility.
Brake System	New Flyer Industries Limited	1	50,000			Friction Material Excluded
Destination Signs	Luminator	6	unlimited			Some limitations and exclusions may apply - Please see manufacturer's warranty document. All part failures need to be handled through the destination sign supplier.
Door Systems	Vapor	3	150,000			Excluding maintenance items & items that are not covered by the OEM's warranty



QUOTATION FOR HEAVY DUTY LOW-FLOOR DIESEL TRANSIT BUSES

SECTION 4

Contents:

Title	Submission Requirements
Training:	Please note there is no additional Training based on the previous SR-1895 and SR-1920.

CITY OF DETROIT

ACCOUNTS RECEIVABLE CLEARANCE APPLICATION
2 WOODWARD AVENUE, SUITE 105, COLEMAN A YOUNG MUNICIPAL CENTER
REVENUE COLLECTIONS UNIT (313) 224-4087 / FAX: 224-4238 / RevenueCollections@DetroitMi.gov

SECTION A BUSINESS LICENSE BUDGET CITY COUNCIL DDOT DPW FINANCE FIRE HEALTH
HUMAN RIGHTS LAW MAYOR OMBUDSMAN PLANNING & DEVELOPMENT POLICE PURCHASING
RECREATION WATER & SEWAGE OTHER

ADDRESS OF DEPARTMENT 1301 E. Warren Ave
DATE SENT _____ CONTACT PERSON Sam Elmer
PHONE NUMBER 313 224 7715 FAX NUMBER _____ EMAIL Sam.Elmer@detroitmi.gov
CONTRACT AMOUNT \$ 4,614,609.70

SECTION B: CORPORATION LICENSE TYPE Corporation
CORPORATION NAME New Flyer Industries
ADDRESS 11 Birmingham Ave CITY/STATE/ZIP Warren MI 48090 OWN LEASE
CITY PERSONAL PROPERTY NUMBER _____ FID / EIN NUMBER 98-0107052
OTHER CITY-OWNED PROPERTY PARCELS _____
CONTACT PERSON Connie Kolasky PHONE NUMBER 980-655-263 EMAIL ADDRESS _____

SECTION C: PARTNERSHIP LICENSE TYPE _____
BUSINESS NAME _____
BUSINESS ADDRESS _____ CITY/STATE/ZIP _____ OWN LEASE
CITY PERSONAL PROPERTY NUMBER _____ FID / EIN NUMBER _____
A. PARTNER'S NAME _____ PHONE NUMBER _____
HOME ADDRESS _____ CITY/STATE/ZIP _____ OWN LEASE
DRIVER'S LICENSE # _____ OTHER CITY-OWNED PROPERTY PARCELS _____
B. PARTNER'S NAME _____ PHONE NUMBER _____
HOME ADDRESS _____ CITY/STATE/ZIP _____ OWN LEASE
DRIVER'S LICENSE # _____ OTHER CITY-OWNED PROPERTY PARCELS _____
CONTACT PERSON _____ PHONE NUMBER _____ EMAIL ADDRESS _____

SECTION D: SOLE PROPRIETORSHIP LICENSE TYPE _____
BUSINESS NAME _____
BUSINESS ADDRESS _____ CITY/STATE/ZIP _____ OWN LEASE
CITY PERSONAL PROPERTY NUMBER _____ FID / EIN NUMBER _____
OWNER'S NAME _____ DRIVER'S LICENSE # _____ PHONE NUMBER _____
HOME ADDRESS _____ CITY/STATE/ZIP _____ OWN LEASE
OTHER CITY-OWNED PROPERTY PARCELS _____
EMAIL ADDRESS _____

SECTION E: PERSONAL SERVICES
NAME _____ ADDRESS _____ OWN LEASE
CITY/STATE/ZIP _____
PHONE NUMBER _____ DRIVER LICENSE # _____
OTHER PROPERTY ADDRESSES OWNED IN WITHIN DETROIT _____
SOCIAL SECURITY NUMBER _____ EMAIL ADDRESS _____

REVENUE COLLECTIONS
APPROVED
CONTRACT CLEARANCES

FOR TREASURY COLLECTION USE ONLY:

APPROVED DENIED DENIED WITH ATTACHMENTS
[Signature]
SIGNATURE DATE FEB 13 2015 CLEARANCE VALID UNTIL AUG 30 2015

COVENANT OF EQUAL OPPORTUNITY
 (Application for Clearance - Terms Enforced After Contract is Awarded)

I, being duly authorized representative of the New Flyer Industries Canada VLC (hereinafter "Contractor"), do hereby enter into a Covenant of Equal Opportunity (hereinafter "Covenant") with the City of Detroit, ("hereinafter" City); obligating the Contractor and all sub-contractors not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his or her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression.

I understand that it is my responsibility to ensure that all potential sub-contractors are reported to the City of Detroit Human Rights Department and have a current Contract Specific Clearance on file prior to working on any City of Detroit contract. I further understand that the City of Detroit reserves the rights to require additional information prior to, during, and at any time after the Clearance is issued.

Furthermore, I understand that this covenant is valid for the life of the contract and that a breach of this covenant shall be deemed a material breach of the contract and subject to damages in accordance with the City of Detroit Code, Ordinance No. 27-3-2, Section (e).

RFQ/PO No. _____

Printed Name of Contractor: New Flyer Industries Canada VLC
 (Type or Print Legibly)

Contractor Address: Winnipeg, Manitoba, R2C 5G2
 (City) (State) (Zip)

Contractor Phone/E-mail: (204) 962-8400 / _____
 (Phone) (E-mail)

Printed Name & Title of Authorized Representative: Glen Asham, Chief Financial Officer

Signature of Authorized Representative: _____

Date: March 17, 2014

*** This document MUST be notarized ***

Signature of Notary: _____

Colin Pewarduk
 Barrister/Solicitor/Notary Public
 711 Kernaghan Ave
 Winnipeg, MB R2C 3T4

Printed Name of Seal of Notary: _____

My Commission Expires: My Commission DOES NOT EXPIRE

For Office Use Only:	
City Rec'd: <u>3/24/14</u>	Department Name: <u>Human Resources</u>
Accepted by: <u>[Signature]</u>	Rejected by: _____
Please email or fax Covenant and EOC to Director of Human Rights Department 1240 CAN/MC	
or Human Rights AL at [Address] or fax (313) 224-3434	

Ref. No. 320007082132

CERTIFICATE OF INSURANCE

Aon Reed Stenhouse Inc.
20 Bay Street
Toronto ON M5J 2N9
tel 416-868-5500 fax 416-868-5580

Re: Option #2014-026 - SR-1895, (31) XD40s

Detroit Department of Transportation
1301 E. Warren Avenue
Detroit, MI 48207
USA

Insurance as described herein has been arranged on behalf of the Insured named herein under the following policy(ies) and as more fully described by the terms, conditions, exclusions and provisions contained in the said policy(ies) and any endorsements attached thereto.

Insured

New Flyer of America Inc.
214 5th Avenue SW
Crookston, MN 56716
USA

Coverage

Commercial General Liability	Insurer	Zurich Insurance Company Ltd	
Policy #	GLO 8249883-04		
Effective	01-Oct-2014	Expiry	01-Oct-2015
Limits of Liability	Bodily Injury & Property Damage, Each Occurrence USD1,000,000 Policy may be subject to a general aggregate and other aggregates where applicable		
U.S. Automobile	Insurer	Zurich Insurance Company Ltd	
Policy #	BAP 9259162 08		
Effective	01-Oct-2014	Expiry	01-Oct-2015
Limits of Liability	Liability USD1,000,000		
US Workers Comp/Employers Liability	Insurer	Zurich Insurance Company Ltd	
Policy #	WC 9303185-13		
Effective	01-Oct-2014	Expiry	01-Oct-2015
Limits of Liability	Bodily Injury - by Accident USD1,000,000 Bodily Injury - by Disease, policy limit USD1,000,000 Bodily Injury - by Disease, each employee USD1,000,000 Workers Compensation As per applicable Law		

THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE
OR, IN THE CASE OF AUTOMOBILE INSURANCE,
THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE

Ref. No. 320007082132

CERTIFICATE OF INSURANCE

Additional Insured

Only with respect to the above and arising out of the Named Insured's operations are the following name(s) added to the policy as Additional Insured(s). The policy limits are not increased by the addition of such Additional Insured(s) and remain as stated in this Certificate.

Detroit Department of Transportation where required by written contract or written agreement with respect to Commercial General Liability

Only with respect to licensed leased vehicles when the lease agreement requires insurance to be provided by the lessee is the following name(s) added to the policy as Additional Insured(s). The policy limits are not increased by the addition of such Additional Insured(s) and remain as stated in this Certificate.

Detroit Department of Transportation where required by written contract or written agreement with respect to U.S. Automobile

Terms and / or Additional Coverage

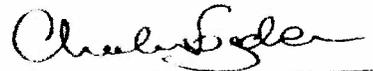
Commercial General Liability includes: Products and Completed Operations, Contractual Liability and Broad Form Property Damage

Cancellation / Termination

The Insurer will endeavour to provide THIRTY (30) days written notice of cancellation/termination to the addressee except that statutory or policy conditions (whichever prevails) will apply for non-payment of premium.

THIS CERTIFICATE CONSTITUTES A STATEMENT OF THE FACTS AS OF THE DATE OF ISSUANCE AND ARE SO REPRESENTED AND WARRANTED ONLY TO Detroit Department of Transportation. OTHER PERSONS RELYING ON THIS CERTIFICATE DO SO AT THEIR OWN RISK.

Aon Reed Stenhouse Inc.



Dated : 01-October-2014
Issued By : MacKenzie.Roddy
Tel : 416-868-5814

THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE
OR, IN THE CASE OF AUTOMOBILE INSURANCE,
THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE



Ref. No. 320007081639

CERTIFICATE OF INSURANCE

Aon Reed Stenhouse Inc.
20 Bay Street
Toronto ON M5J 2N9
tel 416-868-5500 fax 416-868-5580

Re: Contractual Agreement

Detroit Department of Transportation
1301 E. Warren Avenue
Detroit, MI 48207
USA

Insurance as described herein has been arranged on behalf of the Insured named herein under the following policy(ies) and as more fully described by the terms, conditions, exclusions and provisions contained in the said policy(ies) and any endorsements attached thereto.

Insured

New Flyer of America Inc.
711 Kernaghan Avenue
Winnipeg, MB R2C 3T4

Coverage

Commercial General Liability **Insurer** Zurich Insurance Company Ltd
Policy # GLO 8249883-04
Effective 01-Oct-2014 **Expiry** 01-Oct-2015
Limits of Liability Bodily Injury & Property Damage, Each Occurrence USD5,000,000
Policy may be subject to a general aggregate and other aggregates where applicable

Umbrella Liability **Insurer** Allianz Global Risks US Insurance Company
Policy # ULA 722 5938
Effective 01-Oct-2014 **Expiry** 01-Oct-2015
Limits of Liability Each Occurrence CAD1,000,000
Policy may be subject to a general aggregate and other aggregates where applicable

U.S. Automobile **Insurer** Zurich Insurance Company Ltd
Policy # BAP 9259162.08
Effective 01-Oct-2014 **Expiry** 01-Oct-2015
Limits of Liability Limit of Liability USD1,000,000

US Workers Comp/Employers Liability **Insurer** Zurich Insurance Company Ltd
Policy # WC 9303185-13
Effective 01-Oct-2014 **Expiry** 01-Oct-2015
Limits of Liability Bodily Injury - by Accident USD1,000,000
Bodily Injury - by Disease, policy limit USD1,000,000
Bodily Injury - by Disease, each employee USD1,000,000
Workers Compensation As per applicable Law

**THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE
OR, IN THE CASE OF AUTOMOBILE INSURANCE,**

THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE



Ref. No. 320007081639

CERTIFICATE OF INSURANCE

Additional Insured

Only with respect to the above and arising out of the Named Insured's operations are the following name(s) added to the policy as Additional Insured(s). The policy limits are not increased by the addition of such Additional Insured(s) and remain as stated in this Certificate.

City of Detroit where required by written contract or written agreement with respect to Commercial General Liability
City of Detroit where required by written contract or written agreement with respect to Umbrella Liability

Terms and / or Additional Coverage

Commercial General Liability Includes: Personal Injury & Property Damage, Products and Completed Operations, Advertising Liability, Employee Benefits, Tenant's Legal Liability, Non-Owned Automobiles Liability, Legal Liability for Damage to Hired Automobiles, Employers Liability, Broad Form Property Damage, Broad Form Completed Operations, Cross Liability, Blanket Contractual Liability

Automobile Liability Policy includes, Bodily Injury and Physical Damage Combined Collision/ Comprehensive coverage, Hired and Non-Owned Autos

With respect to the General Liability and Umbrella Liability policies only where the premium or portion thereof for this policy is payable in U.S. currency then such limits of insurance, liability, deductibles and other amounts are in U.S. currency in respect of losses occurring in the United States of America its territories or possessions.

Cancellation / Termination

The Insurer will endeavour to provide THIRTY (30) days written notice of cancellation/termination to the addressee except that statutory or policy conditions (whichever prevails) will apply for non-payment of premium.

THIS CERTIFICATE CONSTITUTES A STATEMENT OF THE FACTS AS OF THE DATE OF ISSUANCE AND ARE SO REPRESENTED AND WARRANTED ONLY TO Detroit Department of Transportation. OTHER PERSONS RELYING ON THIS CERTIFICATE DO SO AT THEIR OWN RISK.

Aon Reed Stenhouse Inc.



Dated : 01-October-2014
Issued By : MacKenzie, Roddy
Tel : 416-868-5814

Hiring Policy Compliance Affidavit

Janice Harper, being duly sworn, state that I am the vice president
Human Resources of New Flyer Industries Canada ULC
Title Name of Bidder Corporation or Other Business Entity

and that I have reviewed the hiring policies of this employer. I affirm that these policies are in compliance with the requirements of Article V, Division 6 of the Detroit City Code of 1984, being Sections 18-5-81 through 18-5-86 thereof. I further affirm that this employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted, until such time as the employer interviews the applicant or determines that the applicant is qualified.

In support of this affidavit, I attach a copy of the application form that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

SIGNED,

Janice Harper

Title: V.P. Human Resources Date: March 24 / 2014

STATE OF Manitoba
COUNTY OF CANADA

The foregoing Affidavit was acknowledged before me the 24th day of March, 2014, by Janice Harper

Christy L. Davidson
A Notary Public for the Province of Manitoba.
My Commission Expires: May 19, 2015
711 Kerriaghan Avenue
Winnipeg, Manitoba R2C 3T4

Notary Public, County of _____
State of _____
My commission expires: _____



NEW FLYER

APPLICATION FOR EMPLOYMENT

(Application must be completed in full)

Headquarters/Winnipeg Facility
711 Kemaghan Ave.
R2C 3T4 Canada

Applicant Name		Date
OTHER NAME under which records (employment, academic, etc) may be kept		
Present Address (Street, City, Province, Postal Code)	Home Telephone Number ()	Number for Messages ()
Mailing Address (Street, City, Province, Postal Code) if different from above		
Are you able to travel within the US? <input type="checkbox"/> Yes <input type="checkbox"/> No		Have you ever worked for New Flyer? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, where?
Are you legally entitled to work in Canada? <input type="checkbox"/> Yes <input type="checkbox"/> No		Last Position Held at New Flyer Dates Worked
Names of relatives or friends working for New Flyer.		Reason for Leaving
Position Applying For		Date Available to Start

EDUCATION

Please list any education, training, or specialized experience you feel relates to the position applied for that would help you perform the work, such as high school, colleges, degrees, licenses, vocational or technical programs.

School Name/Address 12 11 10 9	Dates		Graduated		Specialization
	From	To	Month	Year	
College/University					
Other					

Degrees, licenses, certificates, memberships, special achievements, experience or training (please provide copies of all certificates, diplomas, licenses and transcripts)

WORK HISTORY

Name of PRESENT or LAST Employer				Address	
STARTING DATE		LEAVING DATE		Reason for Leaving	
Month	Year	Month	Year		
Job Title (Present or Last)				Name of Supervisor	
Description of Work and Responsibilities				May we contact? <input type="checkbox"/> Yes <input type="checkbox"/> No	
				Phone:	
Resume Attached: <input type="checkbox"/> Yes <input type="checkbox"/> No					

WORK HISTORY CONT.

Name of PRESENT or LAST Employer				Address			
STARTING DATE		LEAVING DATE		Reason for Leaving			
Month	Year	Month	Year				
Job Title (Present or Last)				Name of Supervisor		May we contact? <input type="checkbox"/> Yes <input type="checkbox"/> No Phone:	
Description of Work and Responsibilities							
Name of PRESENT or LAST Employer				Address			
STARTING DATE		LEAVING DATE		Reason for Leaving			
Month	Year	Month	Year				
Job Title (Present or Last)				Name of Supervisor		May we contact? <input type="checkbox"/> Yes <input type="checkbox"/> No Phone:	
Description of Work and Responsibilities							
Name of PRESENT or LAST Employer				Address			
STARTING DATE		LEAVING DATE		Reason for Leaving			
Month	Year	Month	Year				
Job Title (Present or Last)				Name of Supervisor		May we contact? <input type="checkbox"/> Yes <input type="checkbox"/> No Phone:	
Description of Work and Responsibilities							

REFERENCES – List 3 work related references with at least one direct reporting relationship

Name/Address	Phone#	Position	Years Known

EMPLOYMENT UNDERSTANDING

AUTHORIZATION AND RELEASE:

I authorize New Flyer Industries to conduct an investigation of my qualifications for employment. I realize that the investigation may include contacting my prior employers and references unless I have indicated otherwise on this form. I release any and all persons and parties connected with the investigation from any and all claims or damage arising from the furnishing of information as part of that investigation. I declare that the information on this form is correct and I understand that, if employed, incorrect or misleading/incomplete information may result in dismissal.

PLEASE HAVE YOUR SIGNATURE WITNESSED:

Date: _____

Applicant's Signature: _____

Date: _____

Witness Signature: _____

CITY OF DETROIT
SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: New Flyer Industries Canada ULC ("New Flyer Parts")
2. Address of Contractor: 630 Kernaghan Avenue, Door 76
Winnipeg, Manitoba, R2C 5G1, Canada
3. Name of Predecessor Entities (if any): New Flyer Industries Limited
4. Prior Affidavit submission? No Yes, on: _____
(Date of prior submission)

If "No", complete Items 5 and 6.

If "Yes", list date of prior submission above, go to Item 6 and execute this Affidavit.

5. Contractor was established in 1970 (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.

____ Contractor has searched their records and those of any predecessor entity, and has found no records that they or any predecessor(s) made any investments in, or derived profits from the slave industry or from slave holder insurance policies.

____ Contractor has found records that they or their predecessor(s) made investments in, or derived profits from, the slave industry or slave holder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slave holders, is disclosed in the attached document(s).

6. I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge. All documentation attached to this Affidavit reflects full disclosure of all records that are required to be disclosed to the City of Detroit. I also acknowledge that any failure to conduct a diligent search, or to make a full and complete disclosure, shall render this contract voidable by the City of Detroit.

Glenn Asham (Printed Name) CFO (Title)

[Signature] (Signature) March 17, 2014 (Date)

Subscribed and sworn to before me
this 17th day of MARCH, 2014

Notary Public [Signature] County, Michigan PROVINCE OF MANITOBA
My Commission Expires DOES NOT EXPIRE

Colin Powarchuk
Barrister/Solicitor/Notary Public
711 Kernaghan Ave
Winnipeg, MB R2C 3T4

SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE ORDINANCE

Sec. 18-5-92. Affidavit of disclosure required.

- (a) As part of its contract package, each contractor with which the City enters into a contract shall submit to the Finance Department Purchasing Division prior to the submission to City Council or approval of such contract, an affidavit that discloses the information indicated in Subsection (b) and (c) of this section. The affidavit shall be on a form provided by the Finance Department Purchasing Division.
- (b) The affidavit shall verify that the contractor has searched all records of the entity which proposes to enter into a contract with the City, as well as all records of any predecessor entity, that are within the possession or knowledge of the contractor regarding records of investments or profits from the slave industry, including records of any insurance policies issued to slave holders which provided coverage for injury, death, or other loss related to slaves who were held during the slavery era in the United States.
- (c) The affidavit shall disclose any information discovered during the search regarding investments or profits from slavery or slave holder insurance policies which accrued to the current entity or to any predecessor entity, including the names of any slaves or slave holders that are described in such records or are otherwise within the knowledge of the contractor.

Sec 18-5-93. Voidability of contract.

- (a) Failure to comply with this division shall render the contract voidable by the City.
- (b) A determination to void the contract for failure to comply with this division shall be made by the Director of the Finance Department at any time after reviewing, or becomes aware of, information which indicates that a contractor has failed to comply with this division.

Sec 18-5-94—18-5-108. Reserved.

Section 2. All ordinances, or parts of ordinances, that conflict with this ordinance are repealed.

Section 3. This ordinance is declared necessary for the preservation of the public peace, health, safety, and welfare of the People of the City of Detroit.

Section 4. In the event that this ordinance is passed by a two-thirds majority of City Council Members serving, it shall be given immediate effect and shall become effective upon publication in accordance with Section 4-116 of the 1997 Detroit City Charter. Where this ordinance is passed by less than a two-thirds (2/3) majority of City Council Members serving, it shall become effective no later than thirty (30) days after enactment, or on the first business day thereafter in accordance with Section 4-115 of the 1997 Detroit City Charter.

(J.C.C.p.)	May 5, 2004
Passed:	June 23, 2004
Published:	July 19, 2004
Effective:	July 19, 2004
JACKIE L. CURRIE	
City Clerk	

SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE ORDINANCE

NOTICE OF ENACTMENT OF ORDINANCE
TO: THE PEOPLE OF DETROIT, MICHIGAN
(On June 23, 2004, the City of Detroit adopted the following Ordinance)

ORDINANCE NO. 20-04 CHAPTER 18 ARTICLE V

AN ORDINANCE TO AMEND CHAPTER 18, ARTICLE V, OF THE 1984 DETROIT CITY CODE, TITLED "PURCHASES AND SUPPLIES," BY ADDING DIVISION 7, TITLED "SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE," WHICH SHALL CONSIST OF SECTIONS 18-5-91 THROUGH 18-5-93, TO REQUIRE, AS PART OF THE CONTRACTING PROCESS, THAT EACH CONTRACTOR WITH WHICH THE CITY ENTERS INTO A CONTRACT SEARCH ITS RECORDS AND THOSE OF ANY PREDECESSOR ENTITY, AND SUBMIT AN AFFIDAVIT DISCLOSING ANY RECORDS WITHIN ITS POSSESSION OR KNOWLEDGE RELATING TO INVESTMENTS OR PROFITS FROM THE SLAVE INDUSTRY, INCLUDING INSURANCE POLICIES ISSUED TO SLAVE HOLDERS THAT PROVIDED COVERAGE FOR INJURY, DEATH OR OTHER LOSS RELATED TO SLAVES WHO WERE HELD DURING THE SLAVERY ERA IN THE UNITED STATES.

AN ORDINANCE to amend Chapter 18, Article V, of the 1984 Detroit City Code, titled "Purchases and Supplies," by adding Division 7, titled "Slavery Era Records and Insurance Disclosure," which shall consist of Sections 18-5-91 through 18-5-93, to require, as part of the contracting process, that each contractor with which the City enters into a contract search its records and those of any predecessor entity, and submit an affidavit disclosing any records within its possession or knowledge relation to investments or profits from the slave industry, including insurance policies issued to slave holders that provided coverage for injury, death or other loss related slaves who were held during the slavery era in the United States.

IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT THAT:

Section 1. Chapter 18, Article V, of the 1984 Detroit City Code, titled "Purchases and Supplies," by adding Division 7, titled "Slavery Era Records and Insurance Disclosure," which shall consist of Sections 18-5-91 through 18-5-93, to read as follows:

DIVISION 7. SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE.

Sec. 18-5-91. Scope.

- (a) This division shall apply to each contractor for goods or services with which the City enters into a contract, whether or not the contract is subject to competitive bid.
- (b) Each contractor shall be responsible for searching and disclosing records of the entity which proposes to enter into a contract with the City as well as all records of any predecessor entity that are within the possession or knowledge of the contractor regarding records of investments or profits from the slave industry, including records of any insurance policies issued to slave holders which provided coverage for injury, death, or other loss related to slaves who were held during the slavery era in the United States.