

PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

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.

CONTRACT PO NUMBER
 2905540
 STANDARD PO NUMBER
 CHANGE ORDER #
 REVISION
 REVISION

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	REVISION REVISION
CONTRACTOR'S NAME: NEW FLYER, LLC	DATE PREPARED 6/8/15		
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 \$7,329,583.90 TOTAL CPO AMOUNT \$7,329,583.90 CHANGE AMOUNT \$0.00		
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 60 FOOT TRANSIT COACHES CHARGE ACCOUNT: 5303-207110-000058-644500-13948-000000-Dot51			

TIME & DATE IN	APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER	TIME & DATE IN
6/8/15	REQUESTING DEPARTMENT AUTHORIZED DEPARTMENT REPRESENTATIVE	
UN 09 2015	BUDGET <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL BUDGET DIRECTOR OR DEPUTY	JUN 09 2015
JUN 09 2015	GRANT MANAGEMENT SECTION <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL GRANT ACCOUNTANT	JUN 10 2015
	FINANCE DEPARTMENT <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL _____ FINANCE DIRECTOR OR DEPUTY	
	LAW DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL CORPORATION COUNSEL	6-11-15
	PURCHASING DIVISION PURCHASING DIRECTOR	7/7/2015
	CITY OF DETROIT CITY COUNCIL APPROVAL JCC REFERENCE: PAGE DATE JUN 16 2015 CONTRACTS SECTION LAW DEPARTMENT	

RECEIVED

JUN 10 2015

FRC APPROVAL
JUN 22 2015

1910 10 1 1911

1910 10 1 1911

Robert Deigard

1910 10 1 1911

1910 10 1 1911

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of June 16, 2015

Page 3

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of June 16, 2015 and **APPROVED***

Reported by the Public Health and Safety Committee: - continued

2908868 QOL)	Canfield Equipment Service	\$115,958.28	FIRE
Submitted in the List and Referred May 26, 2015; Approved with <i>WAIVER</i> .			
87133	Delores D. Hall (Hearing Officer)	\$90,000	ADMINIST.HEARINGS
Submitted in the List and Referred June 2, 2015; Approved with <i>WAIVER</i> .			
87134	Anthony P. Jackson (Hearing Officer)	\$90,000	ADMINIST.HEARINGS
Submitted in the List and Referred June 2, 2015; Approved with <i>WAIVER</i> .			
2905540	New Flyer of America (10 Coaches)	\$7,329,583.90	TRANSPORTATION
Submitted in the List for June 16, 2015; Moved to New Business; Approved with <i>WAIVER</i> .			

*The following contracts were **REFERRED** on June 16, 2015 to the indicated Standing Committee for consideration and report to the City Council.*

Referred to Budget, Finance and Audit Committee:

2909385	Ernst & Young	NON-DEPARTMENTAL
---------	---------------	------------------

Referred to Internal Operations Committee:

2909777	Wayne State University	MAYOR'S OFFICE
2896940,Renew	WW Williams Midwest	GENERAL SERVICE
2909820	Wayne State University	INFORM.TECH.SERVICES
87339	Robert Hill	DETROIT BUILDING AUTHORITY
87340	John Martin	DETROIT BUILDING AUTHORITY
87344	Tim Palazzolo	DETROIT BUILDING AUTHORITY
87345	Brian Farkas	DETROIT BUILDING AUTHORITY
87346	Rebecca Christensen	DETROIT BUILDING AUTHORITY
87347	Tyler Tinsey	DETROIT BUILDING AUTHORITY
87348	Roger Short	DETROIT BUILDING AUTHORITY
87349	Aradondo Haskins	DETROIT BUILDING AUTHORITY

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of June 16, 2015

Page 4

*The following contracts were **REFERRED** on June 16, 2015 to the indicated Standing Committee for consideration and report to the City Council.*

Referred to Neighborhood and Community Services Committee:

87280	Phillip Talbert (Troops for Fitness)	RECREATION
87281	Antoine Flowers (Troops for Fitness)	RECREATION
87282	Lanita Griffin (Troops for Fitness)	RECREATION
87286	Terrence Smith (Troops for Fitness)	RECREATION

Referred to Planning and Economic Development Committee:

2896965,Amend.1	Heat & Warmth Fund (THAW)	PLANNING & DEVELOPT.
-----------------	---------------------------	----------------------

Referred to Public Health and Safety Committee:

2874202,Renew	Hastings Air Energy Control	FIRE
2909495(QOL)	R & R Fire Truck	FIRE
2909649(QOL)	Apollo Fire Equipmt.	FIRE
2903767	Woodward Camera	POLICE
2902817	Giorgi Concrete	PUBLIC WORKS
2903219	Giorgi Concrete	PUBLIC WORKS
2905540	New Flyer of America	TRANSPORTATION
2908280	Det.Transportation Corp.	TRANSPORTATION
87271	Eric Jones	BUILD.SAFE.ENGINEER & ENVIRON.
87272	Geni Giannotti	BUILD.SAFE.ENGINEER & ENVIRON.
87334	Hilton E. Kincaid	HOMELAND SECURITY
87335	Melissa Starr	HOMELAND SECURITY
87336	Herbert Simmons	HOMELAND SECURITY
87337	Jamarl L. Eiland	HOMELAND SECURITY
87146	Sridhar Lakshmanan	PUBLIC LIGHTING

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of June 16, 2015

Page 5

The following are contracts that are currently HELD for review, discussion or report to the Standing Committees.

Public Health and Safety Committee:

87118	Keith Pendell Hutchings (Sr. Parking Manager)	\$85,575	MUNICIPAL PARK.
	Submitted in the List and Referred May 12, 2015; Request justification for services.		

Detroit City Council
Legislative Policy Division

TO: Purchasing Division Staff
FROM: David Teeter
DATE: June 17, 2015

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

There were no contracts, approved at the June 9, 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 June 16, 2015 and APPROVED

Reported by the Budget, Finance and Audit Committee:

No Contracts Reported

Reported by the Internal Operations Committee:

2908230	Butzel Long (Retirement System Service Corp. Submitted in the List and Referred on June 2, 2015; Approved with WAIVER .	\$82,500	LAW
2892729	PVS Nolwood Chemicals Submitted in the List and Referred on June 9, 2015.	\$16,200	GENERAL SERVICE
2898442,Amend.1	W3 Construction Company Submitted in the List and Referred on June 9, 2015.	\$731,544 (time only)	GENERAL SERVICE
87151	Richard Clement (Cushingberry) Submitted in the List of June 16, 2015; Placed on Consent Agenda; Approved with WAIVER .	\$33,250	CITY COUNCIL
87154	Jacqueline Duncan (Cushingberry) Submitted in the List of June 16, 2015; Placed on Consent Agenda; Approved with WAIVER .	\$9,036.15	CITY COUNCIL
87157	Tynesha McKinnie (Cushingberry) Submitted in the List of June 16, 2015; Placed on Consent Agenda; Approved with WAIVER .	\$5,885	CITY COUNCIL
87212	Alex Hurley (Spivey) Submitted in the List of June 16, 2015; Placed on Consent Agenda; Approved with WAIVER .	\$77,993	CITY COUNCIL
87294	Monesha Williams (Cushingberry) Submitted in the List of June 16, 2015; Placed on Consent Agenda; Approved with WAIVER .	\$5,940	CITY COUNCIL

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of June 16, 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 June 16, 2015 and **APPROVED***

Reported by the Internal Operations Committee: - continued

87213	Keith Jones (Spivey)	\$69,168	CITY COUNCIL
Submitted in the List of June 16, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i> .			
87214	Edward King (Spivey)	\$84,394	CITY COUNCIL
Submitted in the List of June 16, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i> .			
87215	Brandleigh Merrill(Spivey)	\$48,208	CITY COUNCIL
Submitted in the List of June 16, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i> .			
87293	Kesha Wilson (Spivey)	\$52,400	CITY COUNCIL
Submitted in the List of June 16, 2015; Placed on Consent Agenda; Approved with <i>WAIVER</i> .			

Reported by the Neighborhood and Community Services Committee:

2907110	Detroit Building Authority (Kemeny Rec. Cntr)	\$7,500,000	RECREATION
Submitted in the List and Referred June 9, 2015.			
2909830	CanStrong Food Service (Summer Youth Prg.)	\$304,658.95	RECREATION
Walked on June 16, 2015; Placed on New Business.			

Reported by the Planning and Economic Development Committee:

No Contracts Reported

Reported by the Public Health and Safety Committee:

2902915	Wolverine Freightliner Eastside	\$1,492,008	PUBLIC WORKS
Submitted in the List and Referred May 12, 2015; Approved with <i>WAIVER</i> .			
2905671,Revenue	Fire Recovery USA	\$651,690	FIRE
Submitted in the List and Referred May 26, 2015; Approved with <i>WAIVER</i> .			
2908726 (QOL)	Bob Maxey Ford	\$148,430	FIRE
Submitted in the List and Referred May 26, 2015; Approved with <i>WAIVER</i> .			

AGREEMENT TO ACCEPT ASSIGNMENTS

This is an agreement to accept the assignments entered into by New Flyer of America, Inc., ("New Flyer"), and the Port Authority of Allegheny County ("Port Authority") for the purpose of assigning to the Department of Transportation of the City of Detroit, a Michigan municipal corporation ("DDOT"), the rights and benefits of purchasing a total of ten (10) sixty foot transit coaches, pursuant to the original contract that was awarded by the Port Authority to New Flyer.

For purposes of the Assignments, New Flyer and DDOT agree that all references in the original contract to Port Authority, and/or its officers, directors, employees and agents, shall now refer to DDOT and/or its officers, directors, employees and agents.

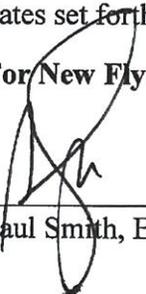
For purposes of the Assignments, New Flyer and DDOT agree that all references in the original contract related to the State of Pennsylvania shall now refer to the State of Michigan, and, where applicable, the City of Detroit, which is a municipal corporation of the State of Michigan.

For the purposes of the assignment the Price Changes sheet dated 5/20/15 represents the total cost of the coaches, and that the "Price Changes Sheet" and quote take precedence over the Port Authority Contract. In addition, the City of Detroit shall be named as an additional insured in the commercial general liability policy, which shall be primary insurance coverage, and New Flyer of America, Inc, shall be responsible for all deductibles.

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

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

For New Flyer:



Paul Smith, Executive Vice President

Dated: June 10, 2015

ACKNOWLEDGEMENT

The foregoing agreement was acknowledged before me the 10th day of June, ~~2014~~ ²⁰¹⁵ by Paul Smith, the Executive Vice President of New Flyer of America, Inc. on behalf of the corporation.

For DDOT:


Dan Dirks, Director



Notary Christy L. Davidson
A Notary Public for the Province of Manitoba.
My Commission Expires: May 19, 20 17
711 Kernaghan Avenue
Winnipeg, Manitoba R2C 3T4

Dated: June 10, 2015

(Continuation of Signature Page for Agreement to Accept Assignments between New Flyer and DDOT)

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



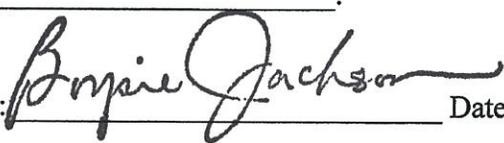
Corporation Counsel

Approved by the Detroit City Council on:

JUN 16 2015

FRC APPROVAL

JUN 22 2015

City Purchasing Director:  Date: 7/7/2015

This Agreement is not valid or authorized until approved by the City Council and approved by the City Purchasing Director.

LAVERGNE - 197
THE X. 197
1977

Handwritten signature

PRE-AWARD BUY AMERICA COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart B, **The Detroit Department of Transportation** (the recipient) is satisfied that the buses to be purchased, **10 XD60 Clean Diesel** (number and description of buses) from **New Flyer of America** (the manufacturer), meet the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient , or its appointed analyst **Detroit Department of Transportation, Samuel Elmer, Purchasing Manager** (the analyst – not the manufacturer or its agent), has reviewed documentation provided by the manufacturer, which lists (1) the proposed component and subcomponent parts of the buses identified by manufacturer, country of origin, and cost; and (2) the proposed location of the final assembly point for the buses, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

Date: 4/20/15

Signature:  Title: Purchasing Manager

PRE-AWARD PURCHASER'S REQUIREMENTS CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart B, **The Detroit Department of Transportation** (the recipient) certifies that the buses to be purchased, **10 XD60 Clean Diesel** (number and description of buses) from **New Flyer of America** (the manufacturer), are the same product described in the recipient's solicitation specification and that the proposed manufacturer is a responsible manufacturer with the capability to produce a bus that meets the specifications.

Date: 4/20/15

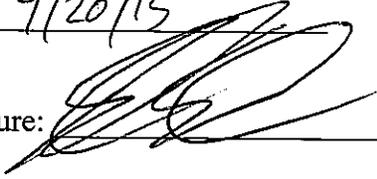
Signature: 

Title: Purchasing Manager

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart D, **The Detroit Department of Transportation** (the recipient) certifies that it received, at the pre-award stage, a copy of **New Flyers's** (the manufacturer) self-certification information stating that the buses, **10 XD60 Clean Diesel** (number and description of buses), will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

Date: 4/20/15

Signature: 

Title: Purchasing Manager



NEW FLYER

March 18, 2015

PRE AWARD BUY AMERICA ANALYSIS

Re : Detroit Department of Transportation (Detroit, MI)
Qty : 10
Model : XD60
Our Ref : SR-1936 \ Opt 2014-052

To whom it may concern:

Per your request, the Pre Award Buy America analysis has been completed. To the best of my knowledge, the Pre Award Buy America analysis and the documents disclosed are true, authentic, complete and accurate.

Enclosed please find the following documents required for the Buy America compliance:

- A Buy America Analysis containing a list of installation components, vendor names, sub-component part descriptions and the percentage of US content for your coach defined in the US DOT "conducting Pre Award and Post Award Buy America audits" The percentage claimed 60.43%.
- FMVSS certificate (Federal Motor Vehicle Safety Standards)
- Descriptions of the assembly work that will take place in US per Buy America Compliance Plan
- The Final Assembly Location of the above contract will either be at the following locations :

New Flyer of America Inc 106 National Drive Anniston, Alabama 36207 USA	New Flyer of America Inc 6200 Glenn Carlson Drive St. Cloud, MN, 56301	New Flyer of America Inc. Crookston Plant 214-5th Avenue South West Crookston, MN, USA 56716
--	--	---

- The Proposed Cost of Final Assembly has been verified in the confidential cost information available at New Flyer Industries Canada ULC.

Please contact me at (204) 224-1251 ext. 6693 if you have any questions.

Sincerely,



Katrina Ibe
Cost Analyst

**Headquarters/
Winnipeg Facility**
711 Kernaghan Ave.
Winnipeg, Manitoba
R2C 3T4 Canada
Ph: (204) 224-1251

Aftermarket Facility
630 Kernaghan Ave.
Door 76
Winnipeg, Manitoba
R2C 5G1 Canada
Ph: (204) 982-8400

**New Product
Development**
630 Kernaghan Ave.
Winnipeg, Manitoba
R2C 5G1 Canada
Ph: (204) 982-8400

**Crookston
Facility**
214 5th Ave. SW
Crookston, Minnesota
56716 USA
Ph: (218) 281-5752

**St. Cloud
Facility**
6200 Glenn Carlson Dr.
St. Cloud, Minnesota
56301 USA
Ph: (320) 203-0576

**Anniston
Facility**
106 National Drive
Anniston, AL
36207 USA
Ph: (256) 831-4296

Built to
RELY ON.
www.newflyer.com



NEW FLYER

March 11, 2015

PRE-AWARD

FMVSS COMPLIANCE CERTIFICATION

Purchaser	:	Detroit Department of Transportation (Detroit, MI)
Number of Buses	:	10
Description of Buses	:	XD60
New Flyer Build No.	:	SR-1936

As required by Title 49 of the CFR, Part 663 – Subpart D, New Flyer of America Inc., on its behalf and on the behalf of its affiliates, New Flyer Industries Canada ULC, certifies that the above described buses to be manufactured for the above purchaser will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

NEW FLYER OF AMERICA INC.

By: 

Chris Stoddart
Vice President, Engineering

Headquarters/
Winnipeg Facility
711 Kemaghan Ave.
Winnipeg, Manitoba
R2C 3T4 Canada
Ph: (204) 224-1251

Aftermarket Facility
630 Kemaghan Ave.
Door 76
Winnipeg, Manitoba
R2C 5G1 Canada
Ph: (204) 982-8400

New Product
Development
630 Kemaghan Ave.
Winnipeg, Manitoba
R2C 5G1 Canada
Ph: (204) 982-8400

Crookston
Facility
214 5th Ave. SW
Crookston, Minnesota
56716 USA
Ph: (218) 281-5752

St. Cloud
Facility
6200 Glenn Carlson Dr.
St. Cloud, Minnesota
56301 USA
Ph: (320) 203-0576

Anniston
Facility
106 National Drive
Anniston, AL
36207 USA
Ph: (256) 831-4286

Built to
RELY ON.
www.newflyer.com



NEW FLYER

Overview

The Federal Transit Act authorizes the Secretary of Transportation to provide assistance for the development of comprehensive and coordinated public and private mass transportation systems. The Act allows the Federal Transit Administration (FTA) to obligate Federal funds to mass transportation service providers for purchasing buses used to carry passengers in mass transit service. Recipients of these funds must comply with several Federal regulations, one of which is the Pre-Award and Post-delivery rule which requires the bus to meet the following requirements (1) final assembly/manufacture within the United States, (2) the bus must contain a minimum of 60% US content determined by cost. If the FTA determines that the purchaser is not in compliance with the Rule, funding for the purchase may be jeopardized.

In order to determine the minimum of 60% domestic products by cost for the bus as required above, New Flyer respectfully requests our vendors to certify the parts supplied to us.

The information provided in this document is a summary of the requirements for Buy America. More detailed information of the requirements is provided at the Federal Transit Administration Website <http://www.fta.dot.gov/library/legal/fr21696.htm>

New Flyer "Buy-America" Compliance Plan -Update

This document is to provide an update to the New Flyer Buy-America Compliance Plan. The following is the Federal Transit Administration's definition of final assembly.

Final assembly is defined in 49 CFR Part 661 Buy America Requirements; Final Rule as "the creation of the end product from different elements brought together for that purpose through the application of manufacturing processes."

In the case of a new bus, final assembly would typically include, at a minimum, the installation and interconnection of the engine, transmission, axles, including the cooling and braking systems; the installation and interconnection of the heating and air conditioning equipment; the installation of pneumatic and electrical systems, door systems, passenger seats, passenger grab rails, destination signs, wheelchair lifts; and road testing, final inspection, repairs and preparation of the vehicles for delivery.

This is how New Flyer is manufacturing coaches in order to meet this criterion.

1. Engines are installed and interconnected in the United States. In order to comply with the definition the muffler was relocated to the United States.
2. Transmissions are installed and interconnected in the United States.
3. Axles, including the cooling and braking systems are installed and interconnected in the United States. In order to comply with this definition the axle sub-assembly, axle installation, shock absorbers, suspension rods, stabilizer bars and wheels were relocated from the Winnipeg facility. Due to the axle installation relocation the join-up of the articulating coaches and bellows installation was relocated.
4. All heating and air conditioning equipment are installed and interconnected in the United States. To comply with this definition the defrosters, auxiliary engine heaters, auxiliary floor heaters, booster pumps, under-floor heaters were relocated from the Winnipeg facility.
5. All major electrical devices and pneumatic control valves are installed and interconnected in the United States. In order to comply with this definition the side console, rear PLC, exit door PLC, instrument panel, fuse box, air tanks, and control valves were relocated from the Winnipeg facility.

Headquarters/
Winnipeg Facility
711 Kernaghan Ave.
Winnipeg, Manitoba
R2C 3T4 Canada
Ph: (204) 224-1251

Aftermarket Facility
630 Kernaghan Ave.
Door 76
Winnipeg, Manitoba
R2C 5G1 Canada
Ph: (204) 982-8400

New Product
Development
630 Kernaghan Ave.
Winnipeg, Manitoba
R2C 5G1 Canada
Ph: (204) 982-8400

Crookston
Facility
214 5th Ave. SW
Crookston, Minnesota
56716 USA
Ph: (218) 281-5752

St. Cloud
Facility
6200 Glenn Carlson Dr.
St. Cloud, Minnesota
56301 USA
Ph: (320) 203-0576

Anniston
Facility
106 National Drive
Anniston, AL
36207 USA
Ph: (256) 831-4296

Built to
RELY ON.
www.newflyer.com

6. The entrance and exit doors are installed in the United States. The installation of the door panels, mechanisms, posts and the setting of the doors was relocated from Winnipeg in order to comply with the definition.
7. The passenger seats are installed in the United States.
8. The passenger grab rails including all barriers are installed in the United States. The grab rails, stanchions, modesty panels, driver barrier, luggage rack grab rails, and all accessories installed onto the panels were relocated from the Winnipeg facility.
9. The destination signs are installed in the United States.
10. The wheel chair lifts and ramps are installed in the United States. The installation of wheel chair ramp, pump and mechanism were relocated from the Winnipeg facility.
11. The road testing, final inspection, final repairs, final testing, and preparation of all vehicles are completed in the United States.

**Headquarters/
Winnipeg Facility**
711 Kernaghan Ave.
Winnipeg, Manitoba
R2C 3T4 Canada
Ph: (204) 224-1251

Aftermarket Facility
630 Kernaghan Ave.
Door 7B
Winnipeg, Manitoba
R2C 5G1 Canada
Ph: (204) 982-8400

**New Product
Development**
630 Kernaghan Ave.
Winnipeg, Manitoba
R2C 5G1 Canada
Ph: (204) 982-8400

**Crookston
Facility**
214 5th Ave. SW
Crookston, Minnesota
56716 USA
Ph: (218) 281-5752

**St. Cloud
Facility**
6200 Glenn Carlson Dr.
St. Cloud, Minnesota
56301 USA
Ph: (320) 203-0576

**Anniston
Facility**
106 National Drive
Anniston, AL
36207 USA
Ph: (256)241-1298

Built to
RELY ON.
www.newflyer.com

Page 4 contains the list of installations by station completed in the New Flyer of America facility in Crookston Minnesota.

Page 5 contains the list of installations by station completed on A-Line in the New Flyer USA facility in St. Cloud Minnesota. This line completely builds coaches from raw steel components supplied by various sources.

Page 6 contains a description of the testing that is performed in the New Flyer of America facility.

Page 7 contains a brief description of what work is performed for New Flyer by Interstate Power Products & Services in Fargo, North Dakota.

Headquarters/
Winnipeg Facility
711 Kernaghan Ave.
Winnipeg, Manitoba
R2C 3T4 Canada
Ph: (204) 224-1251

Aftermarket Facility
630 Kernaghan Ave.
Door 76
Winnipeg, Manitoba
R2C 5G1 Canada
Ph: (204) 982-8400

New Product
Development
630 Kernaghan Ave.
Winnipeg, Manitoba
R2C 5G1 Canada
Ph: (204) 982-8400

Crookston
Facility
214 5th Ave. SW
Crookston, Minnesota
56716 USA
Ph: (218) 281-5752

St. Cloud
Facility
6200 Glenn Carlson Dr.
St. Cloud, Minnesota
56301 USA
Ph: (320) 203-0576

Anniston
Facility
106 National Drive
Anniston, AL
36207 USA
Ph: (256) 241-1298

Built to
RELY ON.
www.newflyer.com

Current New Flyer of America Installations

Station	Installations	Station	Installations
74/75	Rear Axle Sub-Assembly Front Axle Sub-Assembly	Sub	Expansion Build Up/MR B Air Valves Wheel Chair Ramps Battery Trays Washer Bottle
1000	Front U/body Airlines Rear U/body Airlines Grabrails/Stanchions Driver's Barrier LH/RH Luggage Racks Modesty Panels	1600	Rear AC/Safety Walk Accessories Destination Signs Flr Plates Chesterfield Heat Ducts Interior Lighting
1100	Rear Axles Front Axles Tires Muffler Leak Test Mudflaps/Splashguards Air Tanks Instrument Panel Booster Fan Defroster Box	1700	Engine Install Engine Finish Roof Top AC unit
1200	Engine Prep ECO's REB/Batt Disconnect Ent/Exit Base Plates Hubodometer Fenders Wheelchair Ramp Area Floor Heaters Side Console/PLC PLC/Exit Door PLC Articulating Coach Join-Up Articulating Hoop & Bellows	1800	Seats Emergency Plate & Instructions Ad Frames
1300	Ent Mech Box/Doors Exit Mech Box/Doors	1900	Audits Electrical Checkout Bumpers Belt Guards
1350	Audit station	2000	Drive Shaft Decals Paint Prep
1400	Alignment Horn Button Driver's Seat	3000	Paint
		4000	Ent/Exit Door Glass Dash Panel Workmanship / Part Shortages CNG Fueling Final CNG Leak Test Road Test Final Electrical Checkout
		Express	Final Water Test

**Headquarters/
Winnipeg Facility**
711 Kernaghan Ave.
Winnipeg, Manitoba
R2C 3T4 Canada
Ph: (204) 224-1251

Aftermarket Facility
630 Kernaghan Ave.
Door 76
Winnipeg, Manitoba
R2C 5G1 Canada
Ph: (204) 982-8400

**New Product
Development**
630 Kernaghan Ave.
Winnipeg, Manitoba
R2C 5G1 Canada
Ph: (204) 982-8400

**Crookston
Facility**
214 5th Ave. SW
Crookston, Minnesota
56716 USA
Ph: (218) 281-5752

**St. Cloud
Facility**
6200 Glenn Carlson Dr.
St. Cloud, Minnesota
56301 USA
Ph: (320) 203-0576

**Anniston
Facility**
106 National Drive
Anniston, AL
36207 USA
Ph: (256)241-1298



Current New Flyer USA A-Line Installations (Full Manufacturing Activities)

Station	Articulated 60' Buses Key Activities Performed	30-40' Std Buses Key Activities Performed
1000-2000	All sub welds, joinup, final weld	All sub welds, joinup, final weld
2200	Apply phosphate, plug holes, dry	Apply phosphate, plug holes, dry
2400	Apply media	Apply media
2600	Apply Zinc based primer	Apply Zinc based primer
2800	Seal seams, install dollies, install U/Body suspension, drivers platform	Eliminated, Combined with Sta. 320 0
3100	Air Tanks, Dr Plat, valves, Mod panels, Fuel Tank, Switches, Dr Platform, Artic Hoop, etc.	Air Tanks, Dr Plat, valves, Mod panels, Fuel Tank, Switches, Dr Platform, etc.
3200	Air Lines, valves, suspension	Floors, Sealing, Drain valves
3400	Floors, outside boxes, Artic Hoop, transfer to line #2	Overhead air lines in coach, valves, Suspension, PS lines, transfer
3600	Side panels, harnesses, duct liners, wheel wells	Side panels, harnesses, duct liners, wheel wells
3800	Mask, U/Coat, Coratube, Demask	Mask, U/Coat, Coratube, Demask
4200	Roof, Mask, Rr Crown, Seat rails (both)	Roof, Mask, Rr Crown, Seat rails (both)
4400	Sand, Copper Lines, Windshield	Sand, Copper Lines, Windshield
4600	Install RCA flooring, dash area	Install RCA flooring, dash area, Cut flooring
4800	J-Channels, ceiling panels, wiper area	Ceiling Panels, washer bottle, Battery Compartment & Disconnect Switch
5200	Side console, REB, batt box wiring, PLC	Rear PLC, J-block, Accum, Valve Plates, Valves, Int lites, Air System hook up, Wiring
5400	Underbody	Pwr Strg, Fuel Tank Inst, Fusebox, RDO Comm Equip, Fire Supr, Side Dest sign, Horns, DDEC
5600	Grab rails, begin doors, ext. access doors	Ext doors, Dr Platform, ODK, Pier panels, sidewall panels, side console
5700	Sub assemble doors, boxes	Sub assemble doors, boxes
5800	Finish doors, Rear Blkh, d,	Ent/Exit Doors, blkhd, w/h guards, speakers, Dr barrier,
6200	Prep, mask, fibreglass repair	Prep, mask, fibreglass repair
6400	Prime, paint stripe, apply clearcoat	Prime, paint stripe, apply clearcoat
6600	Prep, mask off stripe	Prep, mask off stripe
6800	Paint top coat	Paint top coat
7200	Unwrap masking, transfer to line 3	Unwrap masking, transfer to line 3
7400	Install Windows, ext. lights, door springs, wheel arch covers, trims	Windows, Ext Lights, Wiper Arms, Engine Door, finish ext doors,
7500	Sub assemble axles, steering gear, etc	Sub assemble axles, steering gear, etc
7600	Axles	Fr & Rr Susp, axles, ABS, Air Sys,
7800	Finish suspension/Fenders & Drivers area	Splash guards, pre-drill seats/grabrails, Duct liners, dr fan, Stop Req sign, Take 1
8200	Join Up, Tires, remove dollies, WCL	Wheel & Tires, de-dolly, WCRamp, Transcooler, RDO Comm Eq, HVAC
8400	Install A/C, begin lights, accessories	Dest Sign, HVAC finish, Mirrors, Engine prep, Dash fan,
8600	Install Engine, Radiator, Lines, lights	Finish Engine, Batteries, Batt Cover, Coach Lites, CAC, Surge tank, Belt Guard
8800	Install Seats, Lights	Install Seats, Lights, Lug Racks, Strap assists, GrabRails
9000	Verify torques, install bumpers, Elect Ch	Verify torques, install bumpers, Elect Ch
9100	Prep, mask, fibreglass repair	Prep, mask, fibreglass repair
9200	Touch up as required	Touch up as required
9300	Install decals, polish, inspect	Install decals, polish, inspect
9400	Inspection	Inspection
9500	Test for leaks, smoke test	Test for leaks, smoke test
9600	Align, work snags, Line Exit Road test	Align, work snags, Line Exit Road test
9850	Complete bus functions checked	Complete bus functions checked
9900	Customer inspection & testing Ship	Customer inspection & testing Ship

Headquarters/
Winnipeg Facility
711 Kernaghan Ave.
Winnipeg, Manitoba
R2C 3T4 Canada
Ph: (204) 224-1251

Aftermarket Facility
630 Kernaghan Ave.
Door 76
Winnipeg, Manitoba
R2C 5G1 Canada
Ph: (204) 982-8400

New Product
Development
630 Kernaghan Ave.
Winnipeg, Manitoba
R2C 5G1 Canada
Ph: (204) 982-8400

Crookston
Facility
214 5th Ave. SW
Crookston, Minnesota
55716 USA
Ph: (218) 281-5752

St. Cloud
Facility
6200 Glenn Carlson Dr.
St. Cloud, Minnesota
56301 USA
Ph: (320) 203-0576

Annisston
Facility
106 National Drive
Anniston, AL
36207 USA
Ph: (256)241-1298



New Flyer Testing and Final Inspection

Currently, each plant in the United States conducts the following tests.

1. HVAC system testing.
2. Torque check.
3. Fluid level checks.
4. Air system function test.
5. Brake testing.
6. Shift point testing.
7. Pressure and gauge reading checks.
8. Tire pressure check.
9. Steering mechanism check.
10. Door system check.
11. Complete electrical diagnostic test.
12. Engine leak test using dye.
13. Engine noise testing.
14. A/C noise testing.
15. Seat and other interior rattling check.
16. Final CNG testing done continuously as the coach is fueled up to the specific operating pressure corrected to 20°C.
17. Final water leak test to simulate rain and coach washing conditions.
18. Final road test where the tester performs checks for oil level, hubodometer readings, RPM readings, oil pressure, air checks, ramp operation, door function, driver controls, signs and lights, instrument panel functions, side console operations, and engine compartment operations.
19. Wheel alignment.
20. ABS check.
21. Coach weight check on route to property.

**Headquarters/
Winnipeg Facility**
711 Kernaghan Ave.
Winnipeg, Manitoba
R2C 3T4 Canada
Ph: (204) 224-1251

Aftermarket Facility
630 Kernaghan Ave.
Door 76
Winnipeg, Manitoba
R2C 5G1 Canada
Ph: (204) 982-8400

**New Product
Development**
630 Kernaghan Ave.
Winnipeg, Manitoba
R2C 5G1 Canada
Ph: (204) 982-8400

**Crookston
Facility**
214 5th Ave. SW
Crookston, Minnesota
56716 USA
Ph: (218) 281-5752

**St. Cloud
Facility**
6200 Glenn Carlson Dr.
St. Cloud, Minnesota
56301 USA
Ph: (320) 203-0576

**Anniston
Facility**
106 National Drive
Anniston, AL
36207 USA
Ph: (256) 241-1298

Built to
RELY ON.
www.newflyer.com



Interstate Power Products & Services

Interstate Power Products & Services (Interstate) is located in West Fargo, North Dakota. The company produces engine/transmission assemblies, radiator assemblies, and hose assemblies for New Flyer plants in Crookston, St. Cloud, and Winnipeg. Interstate has about 60 employees currently working at this facility.

New Flyer supplies to Interstate engines manufactured by Detroit Diesel, Cummins and Caterpillar. New Flyer also supplies transmissions manufactured by Allison, Voith, and ZF. Interstate assembles the engine to the transmission as specified by New Flyer.

Interstate installs the trim package on the engine. Depending on the requirements, this can include pump brackets, fan drive pumps, power steering pumps, alternators, air starters, motor mounts, or compressor mounts. The assembly is interconnected by adding fittings, hoses, and p-clips.

The hose assemblies are assembled on-site by Interstate. The hoses are cut to length from stock, trimmed, and the fittings added. Inner coil and spi-wrap are added if required. 10% of the hose kits are pressure tested in a special water tank.

The radiator assembly is also produced at the Interstate facility. Radiators, CACs, and oil coolers are combined with steel components, shroud, hydraulic motor and spider mount to form the assembly.

The engine/transmission assembly and the radiator assembly are then given a quality inspection prior to packaging and shipping. Completeness of assembly is checked along with in-process quality assurances such as torque seals. All ship-loose parts are checked and a custom parts list is included with the shipment.

Interstate also does tire assembly for New Flyer. New Flyer supplies tires and rims. Interstate assembles and balances the tires on state-of-the-art machines, then ships the tires out on custom racking. Michelin, Firestone, and Goodyear have visited the facility and have approved the quality of the tire building process.

Buyers at Interstate source all parts called up to Station 900. Prints are received from New Flyer and are sent to 4 to 5 suppliers for quotes. The best supplier is chosen based on cost, quality, and meeting lead-time requirements. Interstate works with suppliers and New Flyer purchasing and engineering to resolve issues on print deviations.

Interstate is a major contributor to the Buy America program by assembling the engine/transmission assembly and the radiator assembly. All of the labor is American as are most of the parts used in the assembly. The buyers at Interstate are trained to be aware of the Buy America requirements and are always searching for ways to increase the amount of American content in the engine assembly.

**Headquarters/
Winnipeg Facility**
711 Kernaghan Ave.
Winnipeg, Manitoba
R2C 3T4 Canada
Ph: (204) 224-1251

Aftermarket Facility
630 Kernaghan Ave.
Door 76
Winnipeg, Manitoba
R2C 5G1 Canada
Ph: (204) 982-8400

**New Product
Development**
630 Kernaghan Ave.
Winnipeg, Manitoba
R2C 5G1 Canada
Ph: (204) 982-8400

**Crookston
Facility**
214 5th Ave. SW
Crookston, Minnesota
56716 USA
Ph: (218) 281-5752

**St. Cloud
Facility**
8200 Glenn Carlson Dr.
St. Cloud, Minnesota
56301 USA
Ph: (320) 203-0576

**Anneton
Facility**
105 National Drive
Anneton, AL
35207 USA
Ph: (256)241-1298



Buy America Analysis - Pre Award			
Detroit Department of Transportation (Detroit, MI)			
SR-1936 / 2014-052, XD60 x 10			
BUY AMERICA	YES		
OPTION GROUP	SOURCERULE	COMP_DESC	Total
1027	INTERSTATE COMPANIES	KITTED AIR TANKS	0.2789%
400	CHAMP INDUSTRIES USA	GUSSET-CTR CHASSIS	0.0058%
		GUSSET-UPPER RR STRUCTURE LH LWR	0.0012%
		GUSSET-UPPER RR STRUCTURE RH LWR	0.0011%
		PLATE-CHESTERFIELD FIREWALL BOT	0.0127%
	ELO ENGINEERING INC	ASSY-BRKT DRVR PANEL MTG SS	0.0038%
	RYERSON	TUBE-FSST 3 X 1.5 X .120"	0.0434%
		TUBE-FSST 1.5 X 1.5 X .120"	0.0374%
		SHEET-FSST .120 11GA	0.0031%
		TUBE-FSST 50MM X 40MM X .083"	0.0080%
		TUBE-FSST 3 X 1.5 X .197"	0.0297%
	SPECIALLASER TECH IN	ANGLE-DASH PANELS	0.0011%
		ASSY-BRKT DRVR PANEL MTG CS	0.0027%
		CAP-1.5 X .75	0.0005%
		CHANNEL-4.0X1.58X0.18 THK	0.0120%
		GUSSET-BUMPER MOUNT	0.0031%
		GUSSET-DOOR	0.0034%
		GUSSET-FOREHEAD TUBE SS	0.0008%
		PLATE-C/O OUTER FRT WHLHS LHS	0.0030%
		PLATE-C/O OUTER FRT WHLHS RHS	0.0030%
	SUNSET MANUFACTURING	PLATE-0.25 THK	0.0513%
	WURTH ADAMS NUT AND	NEVER SEIZE	0.0000%
		NUT-CAP NYLON 5/16-18	0.0001%
		NUT-WELD 1/4-20 PILOT PROJECTION	0.0001%
		NUT-WELD3/8-16PILOTPROJ	0.0025%
		WASHER FLAT 5/16"	0.0000%
		WASHER FLAT HARDENED 3/4"	0.0002%
		WELD-NUT 3/8-16	0.0004%
		NUT-WELD 5/16-18 PILOT PROJ	0.0002%
		BOLT HEX 3/8" 16 UNC X 1 3/4" LG	0.0001%
410	CHAMP INDUSTRIES USA	CHANNEL-BATTERY SUPPORT	0.0034%
	SPECIALLASER TECH IN	BRACKET-CORNER PILLAR MTG	0.0026%
		SPACER-RSVR SUPPORT	0.0006%
		CHANNEL-BATTERY SUPPORT	0.0040%
		PLATE-2.0X2.0X.25	0.0028%
		ASSY-WELD FUSE BOX MTG	0.0042%
		PLATE-ROOF STUD	0.0030%
	WURTH ADAMS NUT AND	BOLT HEX 1/4" 20 UNC X 3/4" LG	0.0001%
		BOLT-HEX 1/2 UNC x 2.00	0.0007%
		NUT-WELD 1/4-20 PILOT PROJECTION	0.0001%
		NUT WELD 5/16-18	0.0005%
		NUT SPOTWELD	0.0001%
		NUT-WELD 5/16-18 PILOT PROJ THK	0.0001%
7400	INTERSTATE COMPANIES	REAR AXLE BUILD COMP	0.2769%
7500	INTERSTATE COMPANIES	FRONT AXLE BUILD COMP	0.1485%
900	INTERSTATE COMPANIES	STATION 900 US	0.9339%
1710	INTERSTATE COMPANIES	INSTL-ENGINE COMP	0.0732%
201	REPLENEX	LOCTITE-263 (RED) THREADLOCKER	0.0000%
	ROMEO RIM INC	BUMPER-REAR XCELSIOR	0.1644%
		BUMPER-FRONT XCELSIOR 60FT	0.2605%
	WURTH ADAMS NUT AND BOLT CO	WASHER-SPECIAL 5/8 X 2.25 X .187	0.0005%
		HARDENED WASHER - 5/8	0.0001%
203	CHAMP INDUSTRIES	PLATE-SHOCK MOUNT	0.0039%
	REPLENEX	LOCTITE 567-THREAD SEALANT	0.0001%
		LOCTITE-243 MEDIUM 10ML	0.0000%
		LOCTITE-263 (RED) THREADLOCKER	0.0000%
	RH SHEPPARD CO IND	ASSY-STEERING GEAR M110 DISC	0.1787%
	SUNSET MANUFACTURING	RETAINER-SPLASH GUARD	0.0023%
	WURTH ADAMS NUT AND BOLT CO	NEVER SEIZE	0.0002%
		NUT-CASTLE M12 X 1.5	0.0005%
		PIN-COTTER 1/8 NOM 1.0 LG	0.0000%

Buy America Analysis - Pre Award			
Detroit Department of Transportation (Detroit, MI)			
SR-1936 / 2014-052, XD60 x 10			
BUY AMERICA			
YES			
OPTION GROUP	SOURCERULE	COMP_DESC	Total
204		SPACER-STRG BOX SUPPORT,27MM	0.0048%
		SCREW-TAPPING 1/4-20 X 1.00 LG	0.0039%
		NUT-3/4IN UNC PREVAIL TOR	0.0003%
		WASHER-FLAT 3/8 NOM	0.0000%
	MAN AXLES	AXLE-MAN FRT VOK 07F DISC EBS	1.1656%
	BP LUBRICANTS USA INC	OIL-TRANS SYNTHETIC/TRANSYND	0.0000%
	SPECIALLASER TECH INC	RETAINER-SPLASH GUARD	0.0015%
	CHAMP INDUSTRIES	PLATE-SHOCK MOUNT	0.0157%
	INTERSTATE COMPANIES	ELB-90 1/4NPT X 1/4FPT BRASS	0.0004%
		CONNECTOR 1/4MPTX1/2SYN	0.0008%
		ELBOW-90D 1/2OD X 1/4 PT	0.0020%
	REPLENEX	LOCTITE 567-THREAD SEALANT	0.0029%
	SUNSET MANUFACTURING	PLATE-MUD FLAP RETAINER	0.0003%
	WURTH ADAMS NUT AND BOLT CO	NEVER SEIZE	0.0003%
	WASHER FLAT HARDENED 1/2"	0.0002%	
	CLAMP-P 0.250	0.0003%	
	BOLT-HEX 3/4 UNC x 4.00	0.0015%	
	WASHER-FLAT HARDENED 3/8	0.0002%	
	WASHER-FLAT 1/2	0.0008%	
MAN AXLES	AXLE-RR MAN HY-1350 4.56	2.0910%	
FIRESTONE INDUSTRIAL PRODUCTS	BELLOWS-AIR SPRING 1T15L-4	0.1046%	
SPECIALLASER TECH INC	PLATE-MUD FLAP RETAINER	0.0008%	
ZF-GAINESVILLE GA	AXLE-CTR ZF X-60 W/24-24 CHMBRS	0.8974%	
205	BRIDGESTONE	TIRE-FIRESTONE 305 NF-SUPPLIED	0.6278%
	ALCOA INTER AMERICA INC	WHEEL-ALUM LF POLISH	0.7012%
209	BP LUBRICANTS USA	OIL-TRANS SYNTHETIC/TRANSYND	0.0311%
	REPLENEX	LOCTITE 567-THREAD SEALANT	0.0000%
		LOCTITE-243 MEDIUM 10ML	0.0000%
	WURTH ADAMS NUT AND BOLT CO	CLAMP-P 0.875	0.0010%
		CLAMP-P 1.000	0.0003%
		CLAMP-P 1.125	0.0008%
		CLAMP-P 1.250	0.0002%
		WASHER-FLAT 3/8 NOM	0.0001%
		WASHER FLAT 1/4	0.0000%
		BOLT-HEX 5/16 UNC x 1.75	0.0000%
		BOLT-HEX 1/4 UNC x 0.75	0.0000%
		CLAMP-P 0.813	0.0014%
		BOLT-HEX 1/4 UNC x 3.50	0.0000%
	BERENDSEN FLUID POWER	CLAMP-TWIN 3/4 TUBE POLY	0.0025%
	POLAR BEAR RUBBER LTD	ELBOW-UNION 3/4TX3/4T S	0.0070%
		FITTING-CONN 3/4" TUBE/-8 ORFS	0.0018%
		UNION-0.75TB TO 0.75TB	0.0131%
		ADAPTER-BLKD -12 TUBE -10 ORFS	0.0032%
		ADAPTER-BLKD -12 TUBE -8 ORFS	0.0032%
219	ALLISON TRANSMISSION	TRANSMISSION-B500R	3.8583%
	BLACK DIAMOND	BELLOW-EXHAUST DURAFLEX BRAIDED	0.0398%
	BP LUBRICANTS USA	OIL-TRANS SYNTHETIC/TRANSYND	0.0622%
	CUMMINS ENGINE	ENGINE-ISL 2013 330 HP	7.7142%
	IMECO CABLE INC	CONN-9CCT SHR HD10 BK	0.0018%
		NUT-9CCT DIAGNOSTIC	0.0008%
		CAP-DUST 9CCT DIAG W/LANYARD	0.0007%
		WASHER LOCK REC MTG- HDP	0.0006%
		MTG- GASKET BULKHEAD CONN	0.0002%
		CABLE-2COND 20GA J1939	0.0004%
		CONN-31CCT TWR HDP20	0.0039%
		HRNS-ISL13 ENG XCELSIOR	0.1764%
		HRNS-SCR ENGINE X-40/X-60 2013	0.0655%
	INTERSTATE COMPANIES	CLAMP-BREEZE .44 TO .78	0.0001%
		CLAMP-T BOLT W/SPRING	0.0026%
		CONNECTOR BULKHD 1/4 PT	0.0005%
		FILTER-1/8PT AIR INTAKE	0.0006%

Buy America Analysis - Pre Award		
Detroit Department of Transportation (Detroit, MI)		
SR-1936 / 2014-052, XD60 x 10		
BUY AMERICA	YES	

OPTION GROUP	SOURCERULE	COMP_DESC	Total
		PCLAMP-TRANS DIPSTICK	0.0005%
		NIPPLE REDUCING	0.0001%
		HOSE-HUMP REDUCER 4.0 X 3.0	0.0016%
		ELBOW-AIR INTAKE 5.0 I.D.	0.0019%
		ASSY-AIR CLEANER AND INTAKE BOX	0.0730%
		BUSHING REDUCER 1/4-1/8	0.0002%
		ELBOW-90D -20 ORB -20 JIC	0.0046%
		ELBOW-45 DEG 5/8 ID X 1/2 MPT	0.0013%
	REPLENEX	(OBS)LOCTITE-242	0.0001%
		ISOPROPYL-ALCOHOL	0.0000%
		LOCTITE 567-THREAD SEALANT	0.0001%
		LOCTITE-243 MEDIUM 10ML	0.0001%
		LOCTITE-425 (BLUE) THREADLOCKER	0.0000%
		TAPE-DBL COATED FOAM	0.0026%
		TEFLON TAPE 10TT03	0.0000%
		B.S. TAPE-ADHESIVE TRANSF	0.0001%
	WESTBURNE ELECTRIC	MOUNT-CABLE TIE 3/16 EYE	0.0002%
		SPACER-DUAL SWIVEL SADDLE	0.0019%
		PLUG SEAL 16-12GA	0.0002%
		WASHER LOCK REC MTG- HDP	0.0002%
		MTG- GASKET BULKHEAD CONN	0.0001%
		PIN 18 16 AWG DEUTSCH	0.0006%
		SOCKET 18 16AWG DEUTSCH	0.0001%
		PIN-18GA DEUTSCH	0.0006%
		WIRE-16GA TAN GXL	0.0001%
		WIRE-18GA TAN GXL	0.0000%
		WIRE-18GA YELLOW GXL	0.0000%
		WIRE-18 GA RED GXL	0.0000%
		TERM-R #6 MIN 14-16AWG IN	0.0001%
		SWITCH SPST WP MAINTAIN	0.0064%
		SWITCH SPDT WP 3POSN	0.0032%
		CLIP-DT RECEPTACLE 2,3,4,6,12	0.0001%
		SEAL-SWITCH RING	0.0006%
		KIT-12CCT SHR DT	0.0017%
		GUARD SWITCH	0.0040%
		CONN-3CCT SHR DT GY	0.0012%
		LOCK-WEDGE RCPT	0.0001%
		TERM-R #6 18AWG IN	0.0001%
		WIRE-16GA WHITE	0.0000%
		NUT RECEPT MTG- HDP	0.0003%
		LOOM-THERM-L-WRAP 1"	0.0137%
	WURTH ADAMS NUT AND BOLT CO	BOLT-HEX 1/2 UNC x 2.00	0.0001%
		BUMPER-RUBBER .50 DIA X .31	0.0002%
		CLAMP-BREEZE 0.81-1.50 CT RND	0.0007%
		CLAMP-P 0.375	0.0006%
		CLAMP-P 0.500	0.0009%
		CLAMP-P 0.563	0.0005%
		CLAMP-P 0.625	0.0001%
		CLAMP-P 0.750	0.0032%
		CLAMP-P 0.875	0.0009%
		CLAMP-P 1.000	0.0008%
		CLAMP-T-BOLT W/SPRING	0.0024%
		NEVER SEIZE	0.0002%
		NUT-WELD3/8-16PILOTPROJ	0.0003%
		WASHER FLAT HARDENED 1/2"	0.0000%
		WASHER-FLAT 5/16	0.0000%
		WASHER-FLAT 3/8 NOM	0.0002%
		WASHER FLAT 1/4	0.0000%
		WASHER-FLAT HARDENED 3/8	0.0001%
		BOLT-HEX 1/4 UNC x 0.75	0.0001%
		RIVET-MONOBOLT	0.0002%

Buy America Analysis - Pre Award			
Detroit Department of Transportation (Detroit, MI)			
SR-1936 / 2014-052, XD60 x 10			
BUY AMERICA		YES	
OPTION GROUP	SOURCERULE	COMP_DESC	Total
		SCREW-TRI-LOB HEX 1/4	0.0002%
		WASHER-NO.6 FLAT	0.0000%
		CLAMP T-BOLT 5.5	0.0024%
		BOLT-HEX 3/8 UNC x 1.75	0.0001%
		BUMPER-PLUG	0.0001%
		(OBS) WASHER-LOCK 3/8 NOM	0.0000%
		BOLT-HEX 3/4 UNC x 2.50	0.0002%
		WASHER-FLAT 1.00	0.0001%
		RIVET-1/8ALUM BRKSTM.	0.0000%
		BOLT-HEX 1/4 UNC x 2.25	0.0000%
		WASHER-FLAT HARDENED 1/4	0.0001%
		BUMPER-RUBBER	0.0000%
		WASHER-1/4 X 1 X 0.63	0.0000%
		BOLT-HEX 1/4 UNC x 0.50	0.0000%
		BOLT-HEX HEAD 1/4 X 3.75	0.0002%
		CLAMP-IDEAL FLEXGEAR .56-1.06	0.0071%
	SPECIALLASER TECH INC	BRKT-3-PIN DEUTSCH CONNECTOR	0.0000%
		ASSY-BRKT HOSE CLAMP	0.0056%
	BERENDSEN FLUID POWER	CLAMP-TWIN 1" DIA TUBE	0.0032%
	POLAR BEAR RUBBER LTD	SEAL-BULB	0.0004%
		ELBOW-EPDM-4.00 I.D.-CAC	0.0021%
		HOSE-HUMP 5.0 ID	0.0022%
		TUBE-OVERFLOW	0.0003%
		HOSE-HEATER SILICONE .75	0.0006%
	VIBRANT POWER INC-USD	CLAMP-EXH V/BAND 4.75	0.0066%
		TUBE-INTAKE AIR ISL	0.0101%
		TUBE-EXH FLEX/DPF ISL 2010	0.0333%
		CLAMP-MUFFLER 5.0 I.D.	0.0006%
		ASSY-STRAP DEF TANK	0.0065%
	ORISKANY MANUFACTURING	ASSY-AIR INTAKE TUBE	0.0107%
		TUBE-INTAKE AIR ALTNTR EMP	0.0059%
	RIKER PRODUCTS INCORPORATED	CLAMP-4" GUILLOTINE 3/8 U-BOLT	0.0034%
		CLAMP-4" U	0.0004%
	CUMMINS EMISSION SOLUTIONS	CLAMP-MARMON 4" STD	0.0051%
		CLAMP-SPHERICAL MARMON 4"	0.0026%
		GASKET-SPHERICAL MARMON 4"	0.0008%
		ADAPTER- FLARED SPHER MARMON 4"	0.0013%
		DPF-ISL 2013	0.9380%
		CLAMP-MARMON 5" STD	0.0026%
		CLAMP-SPHERICAL MARMON 5"	0.0026%
		ELBOW-EXHAUST SPHERICAL MARMON	0.0402%
		SCR DEVICE-CUMMINS 2013	0.8869%
		REACTOR-SCR DECOMP 2013	0.1708%
		MODULE-SCR SUPPLY	0.0735%
	ARTIK OEM CORPORATION	PANEL-CS FIREWALL CLOSEOUT	0.0081%
		PANEL-SS FIREWALL CLOSEOUT	0.0085%
		ASSY-RR FIREWALL ENCLOSURE	0.2305%
231	INTERSTATE COMPANIES	HOSE-HUMP 2.50 ID	0.0040%
		MOUNT-RUBBER	0.0024%
		MOUNT-RUBBER 22001 SER.	0.0017%
		TUBE-S/TANK DROP DOWN	0.0067%
		ASSY-SURGE TANK ARTIC	0.1387%
		HOSE ARAMID 1.375ID	0.0015%
		HOSE ARAMID 1.0ID	0.0030%
		HOSE ARAMID 1.25ID	0.0021%
		HOSE-SILICONE 4.00 ID	0.0020%
		TUBE-CAC OUTLET	0.0111%
	REPLENEX	LOCTITE 567-THREAD SEALANT	0.0001%
		LOCTITE-243 MEDIUM 10ML	0.0000%
	TCB COPPER	TUBE-BYPASS	0.0085%
	WESTBURNE ELECTRIC	SPACER-DUAL SWIVEL SADDLE	0.0002%

Buy America Analysis - Pre Award		
Detroit Department of Transportation (Detroit, MI)		
SR-1936 / 2014-052, XD60 x 10		
BUY AMERICA	YES	

OPTION GROUP	SOURCERULE	COMP_DESC	Total
		LOOM-THERM-L-WRAP 1"	0.0195%
	ROCORE THERMAL	COOLER-TRANS ROCORE, 20" BUNDLE	0.2003%
	WURTH ADAMS NUT AND BOLT CO	CLAMP-BREEZE 0.81-1.75 CT RND	0.0034%
		CLAMP-BREEZE 1.25-2.13 CT TS RND	0.0047%
		CLAMP-BREEZE 2.25-3.13 CT TS RND	0.0124%
		CLAMP-P 0.500	0.0009%
		CLAMP-P 0.625	0.0007%
		CLAMP-P 0.750	0.0007%
		CLAMP-P 1.000	0.0003%
		SPACER-.25 ID X .50 OD X .75 LG	0.0005%
		WASHER FLAT HARDENED 1/2"	0.0001%
		WASHER-FLAT 5/16	0.0000%
		WELD NUT 10-24	0.0000%
		WASHER-FLAT 3/8 NOM	0.0001%
		WASHER FLAT 1/4	0.0000%
		BOLT-HEX 1/4 UNC x 0.75	0.0000%
		CLAMP-P 0.813	0.0005%
		RIVET-MONOBOLT	0.0001%
		CLAMP-P 1.500	0.0008%
		BOLT-HEX 5/16 UNC x 2.50	0.0000%
		CLAMP-P 1.375	0.0004%
		BOLT-HEX 1/4 UNC x 3.00	0.0001%
		BOLT HEX 3/8" 16 UNC X 5" LG.	0.0003%
		RIVET-1/4,HUCK .346-.425	0.0003%
	BERENDSEN FLUID POWER	CLAMP-DOUBLE 3/4	0.0002%
	POLAR BEAR RUBBER LTD	HOSE-SILICONE HEATER 5/16 DIA	0.0020%
	ORISKANY MANUFACTURING	TUBE-RAD UPPER	0.0131%
		TUBE-RAD LOWER W/ BYPASS	0.0172%
		TUBE-TRANS CLR TO ENG RR	0.0231%
		TUBE-CAC INLET EMP ISL	0.0042%
	RIKER PRODUCTS INCORPORATED	CLAMP-4" U	0.0004%
	ENGINEERED MACHINED PRODUCTS	ASSY-RAD/CAC EMP 3 STACK XPL2	1.5905%
234	PUROSIL	HOSE-4PLY -06 SILICONE	0.0051%
	REPLENEX	LOCTITE 567-THREAD SEALANT	0.0000%
		LOCTITE-243 MEDIUM 10ML	0.0000%
	WURTH ADAMS NUT AND BOLT CO	CLAMP-P 0.750	0.0008%
241	INTERSTATE COMPANIES	PLUG-ORB-12 BRASS	0.0050%
		PLUG-ORB -8 BRASS	0.0034%
		ELBOW-90 1.00FPT X MPT	0.0009%
		FTG-3/8 J2044 X 3/8 FTP ANCHOR	0.0108%
		FTG-1/2FNPT X -12MORB BRASS	0.0034%
		FTG-5/8 J2044 45 DEGREE	0.0272%
	REPLENEX	LOCTITE 222	0.0001%
		LOCTITE 272 THREADLOCK	0.0000%
		LOCTITE 567-THREAD SEALANT	0.0000%
		TEFLON TAPE 10TT03	0.0000%
		TAPE-3M 4412N	0.0002%
	WESTBURNE ELECTRIC	SPACER-DUAL SWIVEL SADDLE	0.0010%
		LUBRICANT-WIRE	0.0000%
	WURTH ADAMS NUT AND BOLT CO	CLAMP-P 0.500	0.0009%
		CLAMP-P 0.750	0.0005%
		CLAMP-P 0.875	0.0002%
		CLAMP-P 1.000	0.0004%
		CLAMP-P 1.125	0.0019%
		CLIP-PUSH IN PINE TREE	0.0003%
		NEVER SEIZE	0.0000%
		WASHER FLAT HARDENED 1/2"	0.0001%
		WASHER-FLAT 3/8 NOM	0.0000%
		WASHER FLAT 1/4	0.0000%
		BOLT-HEX 1/4 UNC x 0.75	0.0000%
		BOLT-HEX 1/4 UNC x 2.25	0.0000%

Buy America Analysis - Pre Award			
Detroit Department of Transportation (Detroit, MI)			
SR-1936 / 2014-052, XD60 x 10			
BUY AMERICA			
	YES		
OPTION GROUP	SOURCERULE	COMP_DESC	Total
		CLAMP-P 1.375	0.0004%
		CLAMP-P 1.688	0.0003%
		WASHER-BELLEVILLE 1/2 ID	0.0064%
		BOLT-1/4 UNC X 2.50	0.0000%
		BOLT-HEX 1/4 UNC x 2.00	0.0000%
	IMECO CABLES AMERICA INC	CABLE-FUEL TANK BONDING	0.0048%
246	BARKSDALE INC	ASSY-FRT LVL VLV W/SENSOR	0.0202%
		KIT-LINK LEVELING	0.0019%
		KIT-LINK LEVELING RR	0.0071%
	INTERSTATE COMPANIES	CONNECTOR BULKHD 1/4 PT	0.0063%
		CONNECTOR-3/8OD X 1/4FPT	0.0013%
		CONNECTOR-NTA 1/2ODX3/8PT	0.0007%
		ELB-90 1/4NPT X 1/4FPT BRASS	0.0012%
		ELBOW 45D-3/8MPT-1/2SYN	0.0015%
		HOSE SILICONE .88 ID	0.0047%
		HOSE SILICONE 1.62 ID 4'	0.0044%
		NIPPLE-HEX 1/4 MPT	0.0001%
		TEE STREET 1/2 NPT	0.0054%
		ELBOW-90 DEG 1/4 MPT X 3/8 SYN	0.0019%
		TRNSDCR-PRESSURE,AST4000-150PSI	0.0570%
		NIPPLE HEX	0.0002%
		ELBOW 45 3/8OD X 1/8PT	0.0020%
		VALVE-PRESSURE TEST	0.0006%
		NIPPLE REDUCING	0.0003%
		CONNECTOR-1/2PT X 3/8OD	0.0013%
		ELBOW-90 1/2MPT X 3/4 SYN	0.0021%
		ELBOW-90 DEG 1/8 MPT X 3/8 SYN	0.0006%
		CONNECTOR 1/4MPTX1/2SYN	0.0004%
		BUSHING .25 MPT X .13 FPT	0.0001%
		CONNECTOR-1/4MPTx3/8SYN	0.0014%
		ELB-45 1/2NPT X 1/2FPT BRASS	0.0011%
		ELBOW-45 DEG 1/4 MPT X 3/8 SYN	0.0034%
		ELBOW 90D 1/2PT X 1/2 OD	0.0007%
		ELBOW-90D 1/2OD X 3/8 MPT	0.0005%
		CONNECTOR BULKHD 3/8 PT	0.0006%
		ASSY-TANK EMERGENCY	0.0510%
		ELB-90 1/2NPT X 1/2FPT BRASS	0.0006%
		ASSY-RR BRK MOD VLV W/SWTRCH	0.0429%
		CONNEC-.25 NPT X -6 JIC	0.0006%
		DRAIN-VALVE 1/4PT	0.0072%
	REPLENEX	LOCTITE 567-THREAD SEALANT	0.0036%
		LOCTITE-243 MEDIUM 10ML	0.0001%
	WESTBURNE ELECTRIC	MOUNTING BASE	0.0075%
		SPACER-DUAL SWIVEL SADDLE	0.0010%
		CLIP-DT RECEPTACLE 2,3,4,6,12	0.0003%
		SEAL-20 AWG HD30	0.0001%
		CONN-12CCT TWR DTM	0.0004%
	WURTH ADAMS NUT AND BOLT CO	CLAMP-CUSHIONED SADDLE	0.0078%
		CLAMP-P 0.375	0.0020%
		CLAMP-P 0.500	0.0079%
		CLAMP-P 0.625	0.0005%
		CLAMP-P 0.750	0.0036%
		CLAMP-P 0.875	0.0043%
		CLAMP-P 1.000	0.0035%
		CLAMP-P 1.125	0.0008%
		CLAMP-P 1.250	0.0057%
		NUT-WELD 1/4-20 PILOT PROJECTION	0.0001%
		NUT-WELD3/8-16PILOTPROJ	0.0000%
		TIE-CABLE MOUNT	0.0002%
		TYRAP-4.0 BLUE	0.0000%
		TYRAP-4.0 YELLOW	0.0000%

Buy America Analysis - Pre Award			
Detroit Department of Transportation (Detroit, MI)			
SR-1936 / 2014-052, XD60 x 10			
BUY AMERICA		YES	
OPTION GROUP	SOURCERULE	COMP_DESC	Total
		WASHER-FLAT 5/16	0.0000%
		WELD NUT 10-24	0.0002%
		WASHER-FLAT 3/8 NOM	0.0001%
		WASHER FLAT 1/4	0.0001%
		RIVET-ALUM-3/16	0.0001%
		BOLT-HEX 1/4 UNC x 2.25	0.0000%
		WASHER-FLAT HARDENED 1/4	0.0000%
		BOLT-HEX 1/4 UNC x 2.00	0.0000%
		(OBS) WASHER-1/4 LOCK	0.0000%
		RIVET ALUM 3/16	0.0000%
		WASHER-3/8 X 1.25 X .100	0.0001%
		BOLT-HEX 5/16 X 6.0 UNC	0.0000%
		GROMMET-RUBBER 1.12 ID	0.0007%
		CLAMP-P 1.313	0.0019%
		CLAMP-P 1.750	0.0004%
		CLAMP-P 2.000	0.0002%
		BOLT-HEX 5/16 UNC x 2.00	0.0001%
	SPECIALLASER TECH INC	BRACKET-ATTG BLKHD CONN	0.0000%
	BERENDSEN FLUID POWER	CLAMP-DOUBLE 3/4	0.0002%
	POLAR BEAR RUBBER LTD	HOSE-SILICONE .625 ID	0.0028%
		HOSE-SILICON 1.12 ID	0.0016%
		HOSE-HEATER SILICONE .625	0.0012%
	VAPOR BUS INTERNATIONAL	STRAINER-AIR 1/4 NPT	0.0032%
	FAIVELEY	DRYER-GRAHAM WHITE 12V W/24V HTR	0.2353%
260	INTERSTATE COMPANIES	EJECTOR-DUST, WATER	0.0006%
		MOUNT-RUBBER	0.0024%
	REPLENEX	(OBS)LOCTITE-242	0.0001%
		ADHESIVE-3M 30-H GREEN	0.0001%
		ADHESIVE-PLEXUS MA920	0.0001%
		ISOPROPYL-ALCOHOL	0.0000%
		LOCTITE-243 MEDIUM 10ML	0.0001%
		TAPE-FOIL	0.0017%
	VANNER INC	EQUALIZER-VANNER 80A	0.0696%
	WESTBURNE ELECTRIC	MOUNT-CABLE TIE 2-WAY 1/4 EYE	0.0013%
		MOUNTING BASE	0.0012%
		CONN-6CCT TWR METRI PACK	0.0002%
		SECONDARY-LOCK 6 PIN	0.0000%
		CAP END	0.0002%
		SWITCH SPST WP MAINTAIN	0.0032%
		BAR BUS 6 PIN	0.0002%
	WURTH ADAMS NUT AND BOLT CO	NUT-WELD 1/4-20 PILOT PROJECTION	0.0002%
		STANDOFF-.5 INCH NYLON	0.0000%
		TIE-CABLE MOUNT	0.0002%
		WASHER-SPECIAL LOCK	0.0000%
		BUSHING FLANGED NYLON	0.0004%
		BUTTON-PLUG 1 1/8 D	0.0000%
		SCREW-NYLON 1/4-20X1.25	0.0000%
		WASHER FLAT 1/4	0.0003%
		WASHER-FLAT HARDENED 3/8	0.0000%
		WASHER-FLAT 1/2	0.0010%
		BOLT-HEX 1/4 UNC x 0.75	0.0004%
		RIVET-MONOBOLT	0.0003%
		WASHER-SS UPPER VIB MTG	0.0011%
		WASHER-SS LOWER VIB MTG	0.0006%
		WASHER-#10 X .734 X .063 SST	0.0006%
		RIVET - MONO 1/4 S.S.	0.0003%
	SPECIALLASER TECH INC	PIN-BATTERY TRAY	0.0002%
	ARTIK OEM CORPORATION	INSULATION-BATTERY COVER	0.0080%
	IMECO CABLES AMERICA INC	PS35PC-BREAKER TO RELAY	0.0022%
		PS2PC-SW TO 24VBATFB	0.0111%
		EN99PC-BATBUS TO HTRLY	0.0017%

Buy America Analysis - Pre Award			
Detroit Department of Transportation (Detroit, MI)			
SR-1936 / 2014-052, XD60 x 10			
BUY AMERICA			
	YES		
OPTION GROUP	SOURCERULE	COMP_DESC	Total
		PS1PC-SW TO 12VBAT FB	0.0111%
		PS37PC-24VBATFB TO BRKR	0.0019%
	EAST PENN POWER BATTERY SALES	BATTERY-8D 1400 1/2-3/8	0.0892%
	CHAMP INDUSTRIES USA INC	ASSY-BAT COVER WELDED	0.0189%
		ASSY-BAT TRAY WELDED	0.0207%
		COVER-CHANNEL BAT TRAY	0.0038%
		PLATE-MTG INSUL	0.0029%
		PLATE-BATTERY TRAY	0.0004%
		ASSY-CHANNEL SLIDER	0.0322%
		ASSY-FUSE BOX ENCLOSURE	0.0447%
		BRKT-SUPPORT BATTERY CABLES	0.0015%
	ARCADIA MANUFACTURING GROUP	BUSBAR-12V FUSE BOX	0.0087%
		BUSBAR-24V FUSE BOX	0.0142%
		PLATE-BUSBAR, JT	0.0114%
		BUSBAR-12POS.GROUND	0.0039%
	JW SPEAKER CORPORATION	LIGHT-FUSE BX, LED	0.0042%
	AMETEK PRESTOLITE POWER AND SW	SWITCH-MAGN STARTER	0.0016%
	DALSIN INDUSTRIES INC	PANEL-SIDE SCREEN FRT	0.0142%
		PANEL-SIDE SCREEN FRT CS	0.0162%
		PANEL-SIDE SCREEN RR SS	0.0158%
		PANEL-SIDE SCREEN RR CS	0.0171%
		PANEL-SIDE SCREEN SS AFT FRONT	0.0200%
		PANEL-SIDE SCREEN CS AFT FRT	0.0200%
		PANEL-SIDE SCREEN CS FORE RR	0.0214%
		PANEL-SIDE SCREEN SS FORE RR	0.0214%
	WAUSAUKEE COMPOSITES INC	ASSY-REAR FAIRING SS	0.0271%
		ASSY-REAR FAIRING CS	0.0271%
269	REPLENEX	LOCTITE-243 MEDIUM 10ML	0.0000%
	TCB LIGHTS	SPEAKER-INTERIOR TCB	0.0085%
	WURTH ADAMS NUT AND BOLT CO	RIVNUT-10-32ALx.984	0.0006%
273	DIALIGHT CORPORATION	ASSY-AMBER 2.5" LED	0.0018%
		ASSY-LAMP STRIP LED RED 18 INCH	0.0092%
		ASSY-MARK LAMP AMB LED	0.0264%
		ASSY-MARK LAMP RED LED	0.0143%
		GUARD-DIAL 18 AL	0.0043%
		LAMP-SIDE TURN LED 18	0.0210%
		GASKET-DIAL 18 W/GUARD	0.0006%
	PETERSON MFG	REFLECTOR-DECAL RED	0.0004%
		REFLECTOR-DECAL AMBER	0.0007%
	REPLENEX	ISOPROPYL-ALCOHOL	0.0000%
		LOCTITE-243 MEDIUM 10ML	0.0000%
		B.S. TAPE-ADHESIVE TRANSF	0.0000%
	WESTBURNE ELECTRIC	LOOM-THERM-L-WRAP 1"	0.0098%
	WURTH ADAMS NUT AND BOLT CO	WASHER-FLAT 5/16	0.0000%
		WASHER-SPECIAL 5/16X1.25X.062	0.0001%
		BUSHING-SNAP .75 MTG	0.0000%
		WASHER-SPECIAL #10 X .875 X .062	0.0000%
	JW SPEAKER CORPORATION	ASSY-HEADLAMP LED CS	0.0789%
		ASSY-HEADLAMP LED SS	0.0789%
		LAMP-L/PLATE LED	0.0080%
		MODULE-DRIVER HEADLAMP LED	0.0477%
277	DIALIGHT CORPORATION	ASSY-LAMP LED 45 X 10	0.0168%
	REPLENEX	LOCTITE-243 MEDIUM 10ML	0.0000%
		TAPE-DBL COATED FOAM	0.0115%
		B.S. TAPE-ADHESIVE TRANSF	0.0000%
	TCB	CLOSEOUT-STANCHION CEILING	0.0004%
		CLOSEOUT-STANCHION OVAL RH	0.0012%
		CLOSEOUT-STANCHION OVAL LH	0.0012%
	TCB LIGHTS	HANGER-LIGHT SUPPORT	0.0053%
		ASSY-UPPER VENT	0.0392%
		KIT-LIGHT CLOSING PANELS 60'	0.8500%

Buy America Analysis - Pre Award			
Detroit Department of Transportation (Detroit, MI)			
SR-1936 / 2014-052, XD60 x 10			
BUY AMERICA	YES		
OPTION GROUP	SOURCERULE	COMP_DESC	Total
		KIT-STANCHION RAIL TCB 60'	0.1524%
		KIT-LIGHT LENSES TCB X-60	0.0677%
		KIT-AD PANELS TCB XD60	0.4830%
		LIGHT-ARTIC JOINT LED TCB	0.0585%
	WURTH ADAMS NUT AND BOLT CO	TIE-CABLE MOUNT	0.0001%
		WASHER-FLAT 1/4 BLK	0.0000%
		WASHER-FLAT 5/16	0.0000%
		WASHER-NO.6 FLAT	0.0000%
		RIVET-ALUM-3/16	0.0003%
		RIVET-HUCKLOK 1/4" .187-.437	0.0056%
		RIVET ALUM 3/16	0.0012%
		BUSHING SNAP .625 OD	0.0000%
		BUSHING SNAP 1.75" MTG	0.0003%
	SPECIALLASER TECH INC	BRACKET-LIGHT LOWER DECK	0.0017%
		PANEL-DUCT LINER	0.0473%
		PANEL-DUCT LINER RR	0.0146%
		PANEL-DUCT LINER TRANSITION LH	0.0011%
		PANEL-DUCT LINER TRANSITION RH	0.0010%
	ARTIK OEM CORPORATION	ASSY-DUCT LINER 43.7"	0.0244%
		ASSY-DUCT LINER 38.7"	0.0056%
		ASSY-DUCT LINER TRANSITION SS	0.0017%
		ASSY-DUCT LINER TRANSITION CS	0.0017%
		ASSY-DUCT LINER 36.24"	0.0054%
		ASSY-DUCT LINER 38.54"	0.0056%
		ASSY-DUCT LINER 40"	0.0117%
		ASSY-DUCT LINER 45"	0.0062%
		ASSY-DUCT LINER 44.7"	0.0065%
	JW SPEAKER CORPORATION	LIGHT-ENG COMPT, LED	0.0466%
	SPECIALTY MANUFACTURING	ASSY-LAMP SWIVEL LED	0.0096%
		LIGHT-FAREBOX	0.0094%
280	GENERAL PLASTICS	COVER-CHIME SWITCH, STEEL GREY	0.0118%
	REPLENEX	LOCTITE 404- GLUE	0.0001%
		LOCTITE-243 MEDIUM 10ML	0.0000%
	WESTBURNE ELECTRIC	SEAL-CABLE	0.0000%
		SOCKET 18-20AWG WP	0.0001%
		CONN-3CCT TWR WEATHERPACK	0.0001%
	WURTH ADAMS NUT AND BOLT CO	BUSHING SNAP	0.0000%
		BUSHING-SNAP 3/4 ID THK	0.0001%
		NUT-CRN #10UNF	0.0001%
		BUSHING-SNAP .75 MTG	0.0001%
		BUSHING SNAP .625 OD	0.0000%
		SCREW TPG #8-3/4	0.0000%
284	PARKER VANSCO	MODULE-VMM 1615	0.1744%
	REPLENEX	LOCTITE-243 MEDIUM 10ML	0.0001%
	WESTBURNE ELECTRIC	CAP-WIRE DUCT 4X2	0.0006%
		CHANNEL-WIRE DUCT 4X3	0.0018%
		END CAP .187BK-10SXL	0.0001%
		MOUNT-CABLE TIE 3/16 EYE	0.0003%
		MOUNTING BASE	0.0001%
		PLUG SEAL 16-12GA	0.0003%
		CONN-4CCT SHR DT	0.0012%
		PIN 18 16 AWG DEUTSCH	0.0005%
		SOCKET 18 16AWG DEUTSCH	0.0005%
		WIRE-16GA TAN GXL	0.0003%
		WIRE-18 GA RED GXL	0.0002%
		CONN-RCPT 6CCT DEUTSCH	0.0014%
		CONN-4CCT TWR DT	0.0002%
		PIN DEUTSCH 16-14 AWG	0.0002%
		WIRE-14 GA RED GXL	0.0002%
		CONN-1CCT TWR DTHD	0.0036%
		SECONDARY-LOCK 6 PIN	0.0001%

Buy America Analysis - Pre Award		
Detroit Department of Transportation (Detroit, MI)		
SR-1936 / 2014-052, XD60 x 10		
BUY AMERICA	YES	

OPTION GROUP	SOURCERULE	COMP_DESC	Total
		CONNECT-6 PIN METRI PAK	0.0004%
		BAR BUS 6 PIN	0.0003%
		CAP END	0.0005%
		LOCK-WEDGE 12CCT PLUG P012	0.0003%
		TERM-R #8 10-12AWG IN	0.0002%
		WIRE-16GA LIGHT BLUEGXL	0.0000%
		WIRE-10GA RED GXL	0.0007%
		TERM-R #8 18AWG IN	0.0000%
		KIT-12CCT SHR DT	0.0033%
		TERM-R 1/4 14-16AWG IN	0.0000%
		CONN-6CCT TWR DT GY	0.0005%
		WEDGE-LOCK 6CCT DEUTSCH	0.0000%
		WEDGE-LOCK 4CCT DEUTSCH	0.0000%
		SOCKET-10-8GA	0.0044%
		TAPE-ELECTRICAL, .75 WIDE	0.0001%
		TERM-R #8 14-16 AWG IN	0.0000%
		WIRE-10GA LIGHT BLUE GXL	0.0007%
	WURTH ADAMS NUT AND BOLT CO	TIE-CABLE MOUNT	0.0003%
		WASHER-NYLON 6.4X18X1.6	0.0000%
		WASHER-RUBBER	0.0004%
		WASHER-SHOULDER NYLON	0.0002%
		BOLT-HEX 1/4 UNC x 5/8	0.0000%
		WASHER FLAT 1/4	0.0000%
	SPECIALLASER TECH INC	BRKT-8 POS ETA CB RTNR	0.0005%
	IMECO CABLES AMERICA INC	CC23PC-24VBATCD TO 24VBATCDHTR	0.0019%
	CHAMP INDUSTRIES USA INC	BRKT-6 POS ETA C.B. RET	0.0009%
	ARCADIA MANUFACTURING GROUP	BUSBAR-BREAKERS	0.0067%
		BUSBAR-GROUND 39HOLES	0.0106%
286	REPLENEX	LOCTITE-243 MEDIUM 10ML	0.0001%
		LOCTITE-425 (BLUE) THREADLOCKER	0.0001%
	SPRAGUE DEVICES	SWITCH-WIPER CNTRL 24V	0.0166%
	WESTBURNE ELECTRIC	PLUG SEAL 16-12GA	0.0003%
		PIN 18 16 AWG DEUTSCH	0.0005%
		SOCKET 18 16AWG DEUTSCH	0.0003%
		WIRE-18GA WHITE GXL	0.0001%
		WIRE-16GA TAN GXL	0.0002%
		WIRE-18GA YELLOW GXL	0.0002%
		PIN DEUTSCH 16-14 AWG	0.0001%
		WIRE-14 GA RED GXL	0.0002%
		SEAL-CONN 14 16 AWG	0.0000%
		PLUG CONNECTOR	0.0000%
		SOCKET DEUTSCH 16-14AWG	0.0002%
		WIRE-14 GA TAN GXL	0.0002%
		TERM-R #6 MIN 14-16AWG IN	0.0001%
		TERM BOSH 18 AWG FEMALE	0.0000%
		CONN-6CCT TWR WEATHER PACK	0.0002%
		KIT-12CCT SHR DT	0.0033%
		CONN-RCPT 12CCT DEUTSCH	0.0017%
		BLOCK JUNCT 5POSN	0.0006%
		SWITCH	0.0013%
		TERM-R #6 18AWG IN	0.0001%
		WIRE-16GA WHITE	0.0002%
		LOCK-WEDGE 12CCT PLUG P012	0.0000%
		TERM-R #10 14-16 AWG IN	0.0001%
		WIRE-14GA WHITE GXL	0.0002%
		SOCKET-FEM TERM	0.0001%
		GUARD KNEELING SW	0.0071%
	POSITRON	COVER-DMAS PROVISION	0.0011%
		PANEL-LETTERED INSTR	0.0277%
		SWITCH-PANEL LIGHT DIMMER	0.0052%
	WURTH ADAMS NUT AND BOLT CO	TIE-CABLE MOUNT	0.0000%

Buy America Analysis - Pre Award			
Detroit Department of Transportation (Detroit, MI)			
SR-1936 / 2014-052, XD60 x 10			
BUY AMERICA	YES		
OPTION GROUP	SOURCERULE	COMP_DESC	Total
		WASHER-SPECIAL LOCK	0.0001%
		RIVET-3/16-BLACK	0.0001%
	ALLISON TRANSMISSION--PARTS	SELECTOR-SHIFT P/BUTTON	0.0391%
289	ELO ENGINEERING INC	ASSY-BRKT HOSE CLAMPS	0.0094%
	REPLENEX	(OBS)LOCTITE-242	0.0001%
		LOCTITE-243 MEDIUM 10ML	0.0000%
	WESTBURNE ELECTRIC	MOUNT-CABLE TIE 2-WAY 1/4 EYE	0.0011%
		MOUNT-CABLE TIE 3/16 EYE	0.0013%
		MOUNTING BASE	0.0006%
		SPACER-DUAL SWIVEL SADDLE	0.0006%
	WURTH ADAMS NUT AND BOLT CO	NEVER SEIZE	0.0000%
		SPACER-.500D .25ID .50LG	0.0006%
		TIE-CABLE MOUNT	0.0002%
		WASHER-FLAT 3/8 NOM	0.0000%
		WASHER FLAT 1/4	0.0000%
		RIVET-MONO 3/16 ALUM	0.0004%
		INSERT-1/4-20 UNC STL	0.0001%
292	IMECO CABLE INC	HRNS-RH CROWN FRT X-60	0.1106%
		HRNS-RH CROWN RR X-60	0.0853%
		HRNS-LH CROWN FRT X-60	0.1060%
		HRNS-LH CROWN RR X-60	0.0788%
	WESTBURNE ELECTRIC	SEAL-CABLE WP	0.0000%
		TERMINAL-MALE FOR SHRD	0.0001%
		CONN-2CCT SHR WEATHER PACK	0.0001%
	WURTH ADAMS NUT AND BOLT CO	CLAMP-P 0.500	0.0003%
294	REPLENEX	ADHESIVE-SUPER WEATHERSTRIP	0.0000%
	WESTBURNE ELECTRIC	MOUNT-CABLE TIE 2-WAY 1/4 EYE	0.0002%
		MOUNT-CABLE TIE 3/16 EYE	0.0001%
		SPACER-DUAL SWIVEL SADDLE	0.0006%
	WURTH ADAMS NUT AND BOLT CO	BOLT-HEX 1/4 UNC x 2.00	0.0000%
		WASHER SPECIAL 1/2 BRASS	0.0001%
		SCREW-PHCR SST #10-24UNC X 2 1/2	0.0001%
	BERENDSEN FLUID POWER	CLAMP-TWIN 1" DIA TUBE	0.0011%
	IMECO CABLES AMERICA INC	CP72PC-RADIO TO GROUND	0.0077%
		EN95PC-RAD FAN TO FUSE BOX	0.0239%
		EN96PC-RAD FAN TO GROUND	0.0239%
		PS10PC-12V PWR TO EQUAL	0.0046%
		PS15PC-12V PWR TO RR	0.0072%
		PS16PC-24V PWR TO RR	0.0072%
		PS24PC-GNDBSC TO GNDPSCBOX	0.0022%
		PS25PC-GNDPSCBOX	0.0022%
		PS6PC-GROUND TO EQUAL	0.0070%
		PS7PC-24V PWR TO EQUAL	0.0048%
		PS5PC-BAT TO BAT	0.0055%
		PS3PC-12V BAT TO DISC SW	0.0092%
		PS29PC-24V BAT TO DISC SW	0.0166%
		PS12PC1-BAT GROUND TO GNDBAT	0.0210%
		PS12PC2-BAT GNDBAT TO GNDENG	0.0178%
		PS40PC-12V PWR TO FRONT	0.0292%
		PS42PC-24V PWR TO FRONT	0.0289%
		CC17PC-CC TO GROUND	0.0034%
		CC54PC-FRT CC TO GND	0.0024%
		CC53PC-24V PWR TO FRT CC	0.0181%
		CC14PC-24V PWR TO RR CC	0.0176%
		CP71PC-12V POWER TO RADIO	0.0080%
		PS13PC-12V PWR TO JOINT	0.0566%
		PS20PC-24V PWR TO JOINT	0.0578%
		PS20PC1-24V PWR TO EDR	0.0031%
		PS13PC1-12V PWR TO EDR	0.0031%
	CHAMP INDUSTRIES USA INC	PLATE-SUPPORT CLAMP PWR CABLE	0.0011%
296	REPLENEX	ADHESIVE-SPRAY 77	0.0039%

Buy America Analysis - Pre Award			
Detroit Department of Transportation (Detroit, MI)			
SR-1936 / 2014-052, XD60 x 10			
BUY AMERICA	YES		
OPTION GROUP	SOURCERULE	COMP_DESC	Total
		LAMINATE-POUCH 11"X17"	0.0000%
298	REPLENEX	SEALANT-BUTYL BLK 300ML	0.0009%
	SIMONSON LUMBER	SEALANT-PROFLEX CLEAR	0.0018%
304	PPG CANADA LTD	CORATUBE (PPG)	0.0519%
		PRIMER-MOISTURE CURE URETHANE	0.0984%
		PRIMER-ZINC POWDER RED	0.3472%
		UNDERCOAT-PPG 7972-W	0.1914%
		ZINC SOLVENT	0.0305%
	WURTH ADAMS NUT AND BOLT CO	CLIP-PUSH IN PINE TREE	0.0002%
		PLUG-1/4 IN TAPERED	0.0005%
		PLUG-PLASTIC #13	0.0055%
		PLUG-PLASTIC #18	0.0001%
		PLUG-PLASTIC #22	0.0002%
		PLUG-PLASTIC #41	0.0004%
		PLUG-PLASTIC #53	0.0001%
		PLUG-PLASTIC #9	0.0008%
		PLUG-PLASTIC TAPERED LF15A	0.0002%
		WASHER-FLAT 5/16	0.0000%
306	REPLENEX	LOCTITE-243 MEDIUM 10ML	0.0000%
	WURTH ADAMS NUT AND BOLT CO	WASHER FLAT 1/4	0.0000%
		RIVET-3/16 LG FLG ALUM	0.0001%
	SPECIALLASER TECH INC	BRACKET-MOUNT SAFETY TRIANGLES	0.0112%
350	DOUGLAS AUTOTECH	COLUMN-STEERING 9204	0.0586%
	IMECO CABLE INC	HRNS-TURN FOOT SWITCH	0.0024%
	INTERSTATE COMPANIES	CONNECTOR-NTA 1/2ODX3/8PT	0.0007%
		WHL-STEERING 18" 2 SPOKE PADDED	0.0107%
		ELBOW-45 DEG 1/4 MPT X 3/8 SYN	0.0003%
	REPLENEX	LOCTITE 272 THREADLOCK	0.0000%
		LOCTITE 567-THREAD SEALANT	0.0000%
		LOCTITE-243 MEDIUM 10ML	0.0000%
		SEALANT-BUTYL BLK 300ML	0.0000%
	RH SHEPPARD CO IND	ASSY-MITER BOX	0.0365%
	WESTBURNE ELECTRIC	SEAL-CABLE WP	0.0000%
		WIRE-18GA WHITE GXL	0.0000%
		WIRE-16GA YELLOW GXL	0.0000%
		WIRE-16GA WHITE	0.0000%
		SOCKET-FEM TERM	0.0000%
		TERM-R #8 14-16 AWG IN	0.0000%
	WURTH ADAMS NUT AND BOLT CO	WASHER-FLAT 3/8 NOM	0.0000%
		WASHER FLAT 1/4	0.0000%
		WASHER-SPECIAL 5/16X1.125X.12	0.0004%
	SPECIALLASER TECH INC	BRKT-STRG COLUMN COVER	0.0006%
		PLATE DIMMER SWITCH	0.0011%
	WILLIAMS CONTROLS INC	ASSY-TREADLE ACCL ISL2010	0.0413%
	PROP SHAFT SUPPLY INC.	SHAFT-LOWER STEERING DRIVE	0.0200%
		SHAFT-UPPER STEERING DRIVE	0.0200%
405	IMECO CABLE INC	HRNS-ATG JOINT STREET	0.0737%
		HRNS-ATG JOINT CURB	0.1094%
		HRNS-ATG JOINT CUST PROV	0.0323%
	INTERSTATE COMPANIES	MOUNT-RUBBER EH4850	0.0063%
		WASHER-VIBRATION MOUNT	0.0011%
		HOSE-HTR ARTIC JOINT	0.0170%
	REPLENEX	TAPE-HIGH TEMP AL FOIL	0.0000%
		LOCTITE-2047 (BLACK)	0.0003%
		LOCTITE-635 (GREEN)	0.0007%
	TCB	ASSY-HOSE SPRT CTR HOOP X-60	0.0230%
		ASSY-HOSE SUPPORT	0.0482%
	WESTBURNE ELECTRIC	MOUNTING BASE	0.0006%
		TAPE-ELECTRICAL, .75 WIDE	0.0000%
	BENTECH	SCREW-SHOULDER PH 1/4-20 316 SST	0.0027%
	WURTH ADAMS NUT AND BOLT CO	CLAMP-BREEZE 0.81-1.75 CT RND	0.0046%

Buy America Analysis - Pre Award			
Detroit Department of Transportation (Detroit, MI)			
SR-1936 / 2014-052, XD60 x 10			
BUY AMERICA			
	YES		
OPTION GROUP	SOURCERULE	COMP_DESC	Total
		CLAMP-P 0.750	0.0001%
		CLAMP-P 0.875	0.0001%
		CLAMP-P 1.250	0.0002%
		NEVER SEIZE	0.0000%
		WASHER-FLAT 5/16	0.0001%
		WASHER-FLAT 3/4	0.0005%
		WASHER-FLAT 1/2	0.0003%
		CLAMP-P 0.438	0.0001%
		NUT-HEX LOCK 3/4 UNF L9	0.0049%
		BOLT HEX-3/4 UNF X 9.0 L9	0.0399%
		WASHER FLAT HARDENED 3/4" L9	0.0046%
		BUSHING-SNAP 2.50" DIA MOUNTING	0.0007%
		BOLT-HEX 5/16-18UNCX3.5	0.0006%
	ARTIK OEM CORPORATION	TAPE-BUTYL CORK	0.0003%
	HUBNER MANUFACTURING CORP	KIT-INTERIOR FLOOR COVER S1	0.4217%
		KIT-CEILING COVER S1	0.1547%
		CHANNEL-J LEFT XN60	0.0602%
		CHANNEL-J RIGHT XN60	0.0602%
		COVER-BELLOWS W/MTG XDE60 S1	1.0634%
		KIT-EXTR BELLOWS X-60 C/W DRAINS	0.0723%
420	ELO ENGINEERING INC	ASSY-CORNER DR HINGE BRKT	0.0171%
		ASSY-S/TANK DOOR HINGE MTG ANGLE	0.0052%
		RETAINER-LICENSE PLATE	0.0012%
	NETWORK	HINGE-CLOSEOUT AFT	0.0024%
		HINGE-CLOSEOUT FWD	0.0029%
		BRKT-OVER CENTER SPRING	0.0034%
		HINGE-SURGE TANK DOOR	0.0055%
		BRKT-ACC DR SPR UPR	0.0020%
		HINGE-FUEL FILL DR	0.0061%
		ASSY-HINGE MTG ANGLE	0.0023%
	RCA RUBBER COMPANY	RUBBER-SMOOTH .12 THK	0.0021%
	REPLENEX	ADH-ACCELERATOR 3M AC61	0.0107%
		ADHESIVE-3M 550FC GRAY SAUSAGE	0.0117%
		ADHESIVE-PLEXUS MA920	0.0015%
		ISOPROPYL-ALCOHOL	0.0000%
		LOCTITE 404- GLUE	0.0001%
		LOCTITE-243 MEDIUM 10ML	0.0002%
		PRIMER-PLEXUS PC120	0.0006%
		SEALANT-BUTYL BLK 300ML	0.0009%
		ADHESIVE-PLEXUS MA1020	0.0005%
		TAPE-STRUCTURAL 3M	0.0001%
	ROMEO RIM INC	FENDER-POLYURETHANE	0.1658%
	SPRAGUE DEVICES	ASSY-SPACER OUTER WET	0.0107%
		ASSY-WIPER MTR BRKT CS	0.0361%
		ASSY-WIPER MTR BRKT SS	0.0361%
		NUT-SPANNER LOCK	0.0007%
		TEE	0.0001%
		WIPER-ARM ASSY 34.0 WET	0.0292%
		GASKET-OUTER SPACER	0.0001%
	WESTBURNE ELECTRIC	MOUNT-CABLE TIE 3/16 EYE	0.0001%
	WURTH ADAMS NUT AND BOLT CO	BUMPER-RUBBER .50 DIA X .31	0.0009%
		CLAMP-P 0.375	0.0002%
		NEVER SEIZE	0.0003%
		NUT-CAP NYLON 5/16-18	0.0001%
		RECEPTACLE-CLIP ON	0.0002%
		SPACER-GRABRAIL	0.0034%
		WASHER FLAT HARDENED 1/2"	0.0001%
		WASHER-FLAT 5/16	0.0000%
		BOLT-HEX 1/4 UNC x 5/8	0.0000%
		STOP-RUBBER #8	0.0020%
		WASHER-FLAT 3/8 NOM	0.0000%

Buy America Analysis - Pre Award			
Detroit Department of Transportation (Detroit, MI)			
SR-1936 / 2014-052, XD60 x 10			
BUY AMERICA	YES		
OPTION GROUP	SOURCERULE	COMP_DESC	Total
		WASHER-FLAT HARDENED 3/8	0.0001%
		BOLT-HEX 1/4 UNC x 0.75	0.0001%
		RIVET-MONOBOLT	0.0001%
		BUMPER-PLUG	0.0003%
		WASHER-FLAT HARDENED 1/4	0.0001%
		WASHER-#10 X .734 X .063 SST	0.0003%
		RIVET - MONO 1/4 S.S.	0.0007%
		INSERT-1/4-20 UNC STL	0.0003%
		RIVET-3/16 LG FLG ALUM	0.0001%
		NUT-WELD SS 10-24	0.0002%
		BUMPER-RUBBER, .75" L	0.0006%
		CLAMP- CUSHION P .25	0.0007%
		CLAMP-GEAR 1.50 DIA	0.0002%
	SPECIALLASER TECH INC	CAM-HOOKED QUARTER TURN	0.0006%
	POLAR BEAR RUBBER LTD	HOSE-RUBBER 1.125 I.D.	0.0005%
		HOSE 7/64" I.D.	0.0004%
		BS HOSE 5/32 ID	0.0005%

APPENDIX B.16

PIGGYBACKING WORKSHEET

Definition: *Piggybacking is the post-award use of a contractual document/process that allows someone who was not contemplated in the original procurement to purchase the same supplies/equipment through that original document/process. ("FTA Dear Colleague" letter, October 1, 1998).*

In order to assist in the performance of your review, to determine if a situation exists where you may be able to participate in the piggybacking (assignment) of an existing agreement, the following considerations are provided. Ensure that your final file includes documentation substantiating your determination.

WORKSHEET: Port Authority 10 Coaches		YES	NO
1.	Have you obtained a copy of the contract and the solicitation document, including the specifications and any Buy America Pre-award or Post-Delivery audits?	✓	
2.	Does the solicitation and contract contain an express "assignability" clause that provides for the assignment of all or part of the specified deliverables?	✓	
3.	Did the Contractor submit the "certifications" required by Federal regulations? See BPPM Section 4.3.3.2.	✓	
4.	Does the contract contain the clauses required by Federal regulations? See BPPM Appendix A1.	✓	
5.	Were the piggybacking quantities included in the original solicitation; i.e., were they in the original bid and were they evaluated as part of the contract award decision?	✓	
6.	If this is an indefinite quantity contract, did the original solicitation and resultant contract contain both a minimum and maximum quantity, and did these represent the reasonably foreseeable needs of the parties to the contract?	✓	
7.	If this piggybacking action represents the exercise of an option in the contract, is the option provision still valid or has it expired?	✓	
8.	Does your State law allow for the procedures used by the original contracting agency: e.g., negotiations vs. sealed bids?	✓	

DE 6/9/15

WORKSHEET: Port Authority 10 Coaches		YES	NO
9.	Was a cost or price analysis performed by the original contracting agency documenting the reasonableness of the price? Obtain a copy for your files.	✓	
10.	If the contract is for rolling stock or replacement parts, does the contract term comply with the five-year term limit established by FTA? See FTA Circular 4220.1F, Chapter IV, 2 (14) (i).	✓	
11.	Was there a proper evaluation of the bids or proposals? Include a copy of the analysis in your files.	✓	
12.	If you will require changes to the vehicles (deliverables), are they “within the scope” of the contract or are they “cardinal changes”? See BPPM Section 9.2.1.	✓	

Note: This worksheet is based upon the policies and guidance expressed in (a) the FTA Administrator's "Dear Colleague" letter of October 1, 1998, (b) the *Best Practices Procurement Manual*, Section 6.3.3—*Joint Procurements of Rolling Stock and "Piggybacking,"* and (c) FTA Circular 4220.1F.

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

This Contract Use Agreement, made this ___ day of _____ 201¹⁵ by and among the Port Authority of Allegheny County ("Port Authority"), New Flyer of America, Inc., located at 711 Kerhaghan Ave. Winnipeg, Manitoba R2C3T4 ("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 January 2010, the Port Authority initiated a governmentally-supervised procurement process for the supply and delivery of 60 Foot Low Floor Articulated Transit Type Coaches with availability for "assignment" to other governmental agencies within these United States; and

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

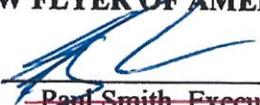
Whereas, the Port Authority accepted New Flyer's proposal and awarded a contract to New Flyer August 25, 2010 (the "Contract").

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. Port Authority 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 the Port Authority 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 the Port Authority and New Flyer that DDOT shall perform all of such obligations in accordance with the terms of the Contract.
5. New Flyer releases the Port Authority from any responsibility or obligation under the Contract with respect to the ten (10) Buses that will be purchased by DDOT. The Port Authority 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 the Port Authority 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.

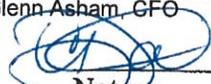
IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS CONTRACT USE AGREEMENT AS OF THE FIRST DATE ABOVE WRITTEN.

NEW FLYER OF AMERICA, INC.

By:  April 28, 2015
~~Paul Smith, Executive VP~~ (Date)
Glenn Asham, CFO

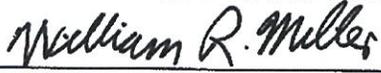
ACKNOWLEDGEMENT

The foregoing agreement was acknowledged before me the 28 day of April, 2015, ~~2014 by Paul Smith, the Executive Vice President~~ of New Flyer of America, Inc. on behalf of the corporation. Glenn Asham, CFO


Notary

Christy L. Davidson
A Notary Public for the Province of Manitoba.
My Commission Expires: May 19, 20 17
711 Kernaghan Avenue
Winnipeg, Manitoba R2C 3T4

PORT AUTHORITY OF ALLEGHENY COUNTY

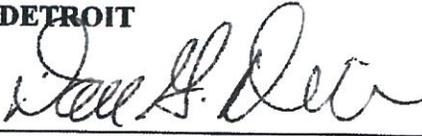
By:  2-26-15
William Miller, CEO (Date)

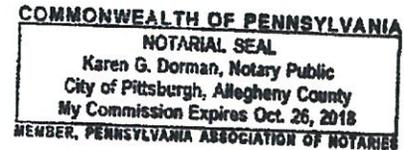
ACKNOWLEDGEMENT

The foregoing agreement was acknowledged before me the 26th day of February, 2015, by William Miller, the Chief Executive of the Port Authority of Allegheny County on behalf of the authority.


Notary

THE DEPARTMENT OF TRANSPORTATION OF THE CITY OF DETROIT

By:  4/28/15
Dan Dirks, Director (Date)



1000

ACKNOWLEDGEMENT

The foregoing agreement was acknowledged before me the _____ day of _____, 2014 by Dan Dirks, Director the Detroit Department of Transportation on behalf of the city.

Notary

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 on:

JUN 16 2015

FRC APPROVAL

JUN 22 2015

City Purchasing Director: _____



Date: _____

7/7/2015

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.

Washington, D.C.

July 1, 1951.

Robert R. Quinn

CONTRACT # 2905540

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 Port Authority of Allegheny County, New Flyer, and DDOT. The Assignment Agreement was approved by the FTA.

PROJECT: The purchase of nineteen (10) 60 ft Heavy Duty Transit vehicles_

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

CONTRACT AMOUNT: \$7,329,583.90 _____

CONTRACT PERIOD: 6/22/15 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: _____



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

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

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

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 Sponsor Social Security Number _____

Nature of Contract Parts, COACH OEM BID CONTRACT AMOUNT (if known): Labor: \$ _____ Materials: \$ _____ 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 LUCHETA JENNINGS Date MAY 02 2015 Expires MAY 02 2016

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.



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 313 235 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 112 Bernagan 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 Kolosky PHONE NUMBER 800-655-2637 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 _____
 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 _____
 OTHER CITY-OWNED PROPERTY PARCELS _____ OWN LEASE
 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 V/LC (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 V/LC
(Type or Print Legibly)

Contractor Address: Winnipeg, Manitoba, R2C 5G1
(City) (State) (Zip)

Contractor Phone/E-mail: (204) 982-8400 / _____
(Phone) (E-mail)

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

Signature of Authorized Representative: _____

Date: March 17, 2014

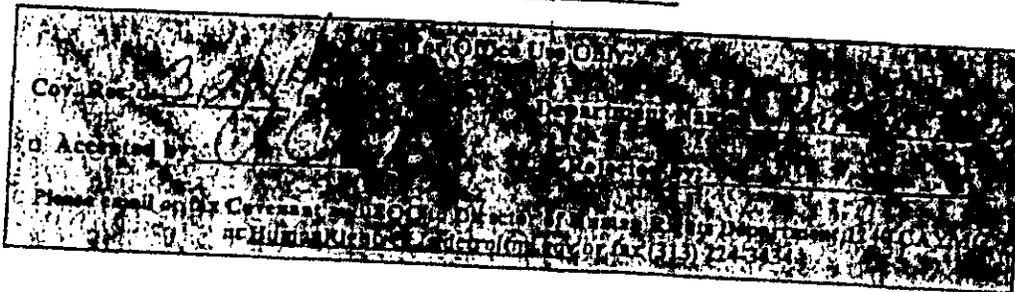
*** This document MUST be notarized ***

Signature of Notary: _____

Colin Pwarchuk
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





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. 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**



100

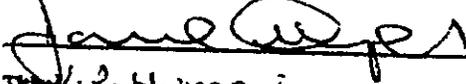
Hiring Policy Compliance Affidavit

Janice Harper, being duly sworn, state that I am the Vice President
Human Resources at 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 18-5-96 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,



J. P. Humar Date: March 24 / 2014
RESOURCES

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 Kerrighan 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	
Names of relatives or friends working for New Flyer.		Dates Worked	
Position Applying For		Reason for Leaving	
		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		May we contact? <input type="checkbox"/> Yes <input type="checkbox"/> No
Description of Work and Responsibilities			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 UHC ("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.

Glen Asham (Printed Name) CFO (Title)

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

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

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

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

[View assistance for Search Results](#)

Search Results

Current Search Terms: New* Flyer*

Your search for "New* Flyer*" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Entity	NEW FLYER OF AMERICA INC.	Status: Active
DUNS: 621887959	CAGE Code: 3MCK9	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 06/12/2015	Delinquent Federal Debt? No	
Purpose of Registration: All Awards		

Glossary

- [Search Results](#)
- Entity
- Exclusion
- [Search Filters](#)
- By Record Status
- By Functional Area - Entity Management
- By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v1.P.24.20150116-1831

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



DDOT
 CPO#2905540 \$7,329,583.90
 New Flyer, LLC

Funds are available \$240,416

The screenshot shows the Oracle Applications interface for DRMPRD1. The main window is titled 'Funds Available Inquiry (F0)' and displays selection criteria and a summary table. An 'Accounting Flexfield' dialog box is open, showing the following details:

- FUND: 5303 - Transportation Grants Fund
- COST CENTER: 207110 - FY15 Sec 5309/MI-03-0241 Ladder of Opportunity - 80...
- PROJECTS: 000058 - CAPITAL GRANTS PROJECT
- OBJECT: 644500 - Acquisitions-Buses
- APPROPRIATION: 13948 - FY15 Sec 5309/MI-03-0241 Ladder of Opportunity
- UTILITY: 000000 - Undefined Utility Account
- FUNCTION: DOT51 - FTA

The 'Funds Available (USD)' summary table is as follows:

Account	Budget	Encumbrance	Actual	Funds Available
5303-207110-000058-644500-13948	7,570,000.00	0.00	0.00	7,570,000.00

The 'Encumbrance Amounts' section shows a Requisition of 0.00. The 'Account Description' is 'Transportation Grant-FY15 Sec 5309/MI-03-CAPIT'.

5303-207110-000058-644500-13948-000000-DOT51
 Appropriation FY15 Sec 5309/MI-03-0241 Ladder of Opportunity – Object/Acquisitions-Buses

City Council Contract Agenda Items Review Checklist

New Renewal Contract Increase Contract Extension Contract Amendment

Reviewer: S. Elmer

Date Received: 10/17/2014

Date: June 8, 2015 Department: Transportation Division: Vehicle Maintenance

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

Description: Purchase of up to 10 XD60 New Flyer Heavy- Duty Coaches and capital spare parts

Contract No.: PO Type: SPO Est. Value: \$7,329,583.90

2905540

Contract Term (if applicable): Upon Council Approval to 12/31/15

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

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

Recommended Supplier: New Flyer of America Inc.

Required Date: 6/22/15

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

If "Yes" please explain why: DDOT has an aging fleet and coach replacements are necessary to have the required number of buses available to meet service demand.

Consequence of not buying: DDOT will not be able to meet service demand and customers will not be transported to various destinations reliably.

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:

3. Was a Co-Operative Agreement Considered? Yes No Co-Operative Name: Port Authority of Allegheny County

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: Coach Parts

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 requesting authorization to purchase up to 10 60 foot buses from New Flyer utilizing the Port Authority of Allegheny County contract dated August 25, 2010. This is an FTA funded purchase and DDOT has received authorization to conduct this transaction.

PLACE ON CITY COUNCIL AGENDA

REJECT AND NOTIFY DEPARTMENT DIRECTOR:

SIGNED: _____

DATE: 6/8/15

INFORMATION PROVIDED BY: Samuel Elmer
TITLE: Purchasing Manager
PHONE NO. 313.833.7715

Proposal Price

Item	Description	BAFO	New Flyer	Novus	N/A	N/A	N/A
1	60R Articulated transit bus		\$ 16,499,750.00	\$ 16,800,000.00			N/A
2	Education and Training		\$ 536,237.00	\$ 641,861.00			
3	Major Components Package		\$ 487,184.00	\$ 413,830.00			
4	Special Tools and Diagnostic Equipment		\$ 1,896,920.00	\$ 1,606,501.00			
5	Extended Warranties		\$ 61,900.00	\$ 289,950.00			
6	Hybrid Drive Alternates		\$ 6,120,475.00	\$ 6,385,825.00			
7	BRT Alternates		\$ 306,225.00	\$ 279,600.00			
8	Frameless Windows		\$ 83,575.00	\$ 198,224.00			
9	Non-Electrical Radiator Fan		\$ (137,500.00)	\$			

Ratings	Allocated Points	Lowest Proposal Price	New Flyer		Novus		N/A		N/A	
			Totals	Rating	Totals	Rating	Totals	Rating	Totals	Rating
Total Base Price (Items 1+2+3+4)	85	\$ 19,462,192.00	\$ 19,580,091.00	8.44	\$ 19,462,192.00	8.50	\$			
Optional Extended Warranties	2	\$ 61,900.00	\$ 61,900.00	0.20	\$ 289,950.00	0.04	\$			
Hybrid Drive Alternates	6	\$ 6,120,475.00	\$ 6,120,475.00	0.80	\$ 6,385,825.00	0.58	\$			
BRT Alternates	7	\$ 279,600.00	\$ 306,225.00	0.84	\$ 279,600.00	0.70	\$			
Total Rating Score				9.28		9.82				

Rating score is calculated by taking the lowest proposal price and dividing it by each proposals price, then multiplying it by 10, then multiplying it again by the weighting value.

Changed above formula to divide by 10 instead of multiplying by 10, that keeps the numbers between 0 to 10, not 0 to 1000

Novus pricing for Special Tools and Diagnostic equipment listed a base price of \$166,718 and an additional amount of \$1,439,783

2 New Flyer pricing for BRT includes Flush windows

Pre-BAFO

Item	Description	New Flyer	Novus	N/A	N/A	N/A	N/A
1	60R Articulated transit bus	\$ 16,658,950.00	\$ 16,875,350.00				
2	Education and Training	\$ 536,237.00	\$ 641,861.00				
3	Major Components Package	\$ 471,259.00	\$ 400,219.00				
4	Special Tools and Diagnostic Equipment	\$ 1,896,920.00	\$ 1,606,501.00				
5	Extended Warranties	\$ 61,900.00	\$ 289,946.00				
6	Hybrid Drive Alternates	\$ 6,120,475.00	\$ 6,385,825.00				
7	BRT Alternates	\$ 306,225.00	\$ 279,600.00				

Ratings	Allocated Points	Lowest Proposal Price	New Flyer		Novus		N/A		N/A	
			Totals	Rating	Totals	Rating	Totals	Rating	Totals	Rating
Total Base Price (Items 1+2+3+4)	85	\$ 19,523,931.00	\$ 19,733,366.00	8.41	\$ 19,523,931.00	8.50	\$			
Optional Extended Warranties	2	\$ 61,900.00	\$ 61,900.00	0.20	\$ 289,946.00	0.04	\$			
Hybrid Drive Alternates	6	\$ 6,120,475.00	\$ 6,120,475.00	0.80	\$ 6,385,825.00	0.58	\$			
BRT Alternates	7	\$ 279,600.00	\$ 306,225.00	0.84	\$ 279,600.00	0.70	\$			
Total Rating Score				9.86		9.82				

RFP Evaluation Totals

FINAL

		New Flyer		Nova		N/A		N/A		N/A	
		Rating Score	Weighted Score								
DBE Utilization	2	7.4400	14.88	3.7200	7.44	0.0000	0.00	0.0000	0.00	0.0000	0.00
Experience Record and Qualification	17	7.7200	131.24	4.3400	73.78	0.0000	0.00	0.0000	0.00	0.0000	0.00
Technical Rating	100	5.7080	570.80	5.2382	523.82	0.0000	0.00	0.0000	0.00	0.0000	0.00
Organization and Management Plan	14	6.5857	92.20	6.0500	84.70	0.0000	0.00	0.0000	0.00	0.0000	0.00
Pricing *	67	9.8836	662.20	9.8178	657.78	#DIV/0!	0.00	#DIV/0!	0.00	#DIV/0!	0.00
Total	200		14,7132		13,4763		#DIV/0!		#DIV/0!		#DIV/0!

Technical Summary

Description	Allocated Points	New Flyer		Nova		N/A		N/A		N/A	
		Rating Score	Weighted Score								
Major Sub Systems	60	5.8774	352.6457	5.2211	313.2643	0.0000	0	0.0000	0	0.0000	0
Drivetrain	25	5.4571	136.4286	5.2357	130.8929	0.0000	0	0.0000	0	0.0000	0
Warranty	7	3.6586	25.61	6.1557	43.09	0.0000	0	0.0000	0	0.0000	0
Spare Parts	8	7.0143	56.11429	4.5714	36.57143	0.0000	0	0.0000	0	0.0000	0
Total Points	100		5.7080		5.2382		0.0000		0.0000		0.0000



December 19, 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 Pittsburgh, Contract RFP 4000-02.

The price for ten (10) buses is **\$ 704,677.20 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). Please refer to Section 3 of our proposal for information regarding our warranty proposal.

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. Please refer to Section 4 of our proposal for our training proposal details.

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. Please refer to Section 5 of our proposal for details.

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 complete delivery by Q2 of 2015 based on receipt of a Notice to Proceed within 30 days of this submission.

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

- Payment terms are Net 30 days from Acceptance
- Acceptance is within 15 days of delivery

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



PROPOSAL TABLE OF CONTENTS

Price Summary -----	Section 1
Price Detail Sheet -----	Section 2
Warranty Proposal -----	Section 3
Training Proposal -----	Section 4
Publications Proposal -----	Section 5
Tooling and Diagnostics Proposal -----	Section 6
Spare Parts Proposal -----	Section 7
Delivery Proposal -----	Section 8
Payment Terms -----	Section 9



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

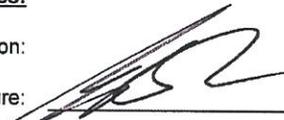
Price Change Summary

Property:	_____	Detroit DDOT
Option Origin:	_____	Pitts. Bid #10-006
Sales Release No.:	_____	Option #2014-052
Quantity:	_____	10
Type:	_____	XD60
Price Change No.:	_____	1
Revision:	_____	A
Date:	_____	19-Dec-14

	<u>Each</u>	<u>Total</u>
Original Contract Price Base Coach	\$ 659,990.00	\$ 6,599,900.00
Base Bus Price Change Total	\$ 44,687.20	\$ 446,871.96
Contract Spares Base Bus Price Change Total	\$ -	\$ -
Revised Price Base Bus (including ADA & delivery)	\$ 704,677.20	\$ 7,046,771.96
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		\$ 6,599,900.00
Total Contract Price Changes		\$ 446,871.96
Revised Total Contract Price		\$ 7,046,771.96

Authorized Signatures:

New Flyer Authorization:

Signature: 

Title: Glenn Asham - CFO

Date: _____ 19-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 DD01
 Option Origin: PHS, Bid #11-006
 Sales Release No.: Option #2014-052
 Quantity: 10
 Bus Type: XD60

Reference No.	Option No.	Option Group	SRGR No.	Description	Sum of Total \$/USD
1	PP1	Producer Price Index		PP1 from Aug 2010 to Dec 2015	\$46,376.83
2	400	Structures		Change to painted stainless steel structure - included	\$0.00
3	203	Suspension Front		Change the front axle to M.A.N. VOK-07-F - included	\$0.00
4	204	Suspension Rear		Delete axle dust shields	-\$849.23
5	204	Suspension Rear		Change the rear axle to M.A.N. 4.56-T, Model HY1350-F - included	\$0.00
6	204	Suspension Rear		Delete the center axle to ZF model AVN132-NFI - included	\$0.00
7	204	Suspension Rear		Change the center axle to ZF model AVN132-NFI - included	\$0.00
8	205	Tires		Change to New Flyer supplied Firestone Tires 305/70R22.5 with polished Alcoa wheels	-\$8,324.44
9	218	Engine Oil Filter		Delete bypass oil filter - Sprinter II Centrifugal	-\$779.48
10	219	Engine		Change to Cummins ISL 2015 engine	\$1,238.88
11	219	Engine		Change to Allison B500R transmission	\$941.38
12	219	Engine		Change the Air cleaner to a Donaldson with reusable housing and disposable cartridge/filter - included	\$0.00
13	219	Engine		Delete oil sampling and probolizer fittings	-\$28.80
14	224	Water Filter		Change to pit-change Cummins water filter	\$75.60
15	244	Fuel System		Change to cross-linked polyethylene fuel tank with 175 usable US gallons - included	\$0.00
16	244	Fuel System		Delete fuel pump monitor	\$80.24
17	246	Air Brake & Lev System		Change to two air line compartment ceiling-mounted lights	\$239.08
18	246	Air Brake & Lev System		Change the Kooling system to full front kneeling with rapid recovery - included	\$0.00
19	246	Air Brake & Lev System		Change the driver's park brake alarm functionality per SR-1926 - included	\$0.00
20	246	Air Brake & Lev System		Change the air dryer to Gamini MDX same as SR-1928	-\$61.19
21	246	Air Brake & Lev System		Change the park and emergency brake release control location to the side console - included	\$0.00
22	246	Air Brake & Lev System		Change to two East Penn 8D maintainable batteries	-\$221.52
23	260	Battery Compartment		Change to Whilaker jumpstarter	\$62.81
24	260	Battery Compartment		Change to full length roof railings	\$2,394.95
25	260	Battery Compartment		Change to TCB interior speaker system	-\$116.64
26	269	PA System		Change to Shaktic exterior speakers - included	\$0.00
27	269	PA System		Change to New Flyer Xcelior headlights - included	\$0.00
28	273	Exterior Lamp		Change to TCB LED interior lighting	\$2,092.22
29	277	Interior Lighting		Add silent alarm	\$200.28
30	286	Effect - Instrument & Switch		Change to Detroit specification paint scheme	\$1,324.96
31	304	Paint & Decal		Change to 12-year corrosion package	-\$1,296.44
32	304	Paint & Decal		Change the steering wheel to a Z spoke, 18" diameter, hard padded	-\$11.30
33	350	Drivers Control		Change to two basic hatches at center and rear	-\$458.72
34	429	Body AP Before Paint		Delete interior ad frames	-\$69.51
35	423	Advertising Frames		Change to Alpro floor covering - Storm TPM 27903	\$40.07
36	450	Plumbing AP		Add floor drains	\$2,208.72
37	450	Plumbing AP		Change to Detroit specific passenger windows	-\$1,696.38
38	460	Wipers		Change to 1000mm AVA wiper blades - included APCs	-\$97.04
39	470	Destination Signs		Add AVA systems - Fuel Pumps per SR-1855	\$16.69
40	470	Destination Signs	14-0978	Change to Detroit specific interior and exterior mirrors	\$8,031.86
41	470	Destination Signs		Change the passenger seating to Detroit specific USSC - Adits model	-\$507.17
42	460	Mirrors		Change the drivers seat to USSC model - 9100 ALX	\$0.00
43	526	Sealing & Stanchions		Change the location of the back-up alarm to the outside - included	\$0.00
44	526	Sealing & Stanchions		Delete transfer cotter	-\$164.09
45	600	Customer Options		Add interior fan per SR-1895	\$156.58
46	600	Customer Options		Delete coffee cup holder	-\$87.81
47	600	Customer Options	14-1005	Change to hide fire suppression system	-\$1,443.99
48	600	Customer Options		Change to camera system provisions	-\$7,838.64
49	600	Customer Options		Change to the Sportworks - Trilogy bike rack	\$982.20
50	600	Customer Options		Change Detroit specific warranty	-\$10,743.82
51	600	Customer Options		Change to Detroit specific manuals	-\$3,546.40
52	600	Customer Options		Change contract specs to include a spare wheel and tire	\$658.69
53	600	Customer Options			
54	600	Customer Options			
55	705	Contract Spares			
Base Bus Price Change					\$44,687.20
Total Grand Total					\$41,687.20



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		
BID NUMBER	2014-052		
SR #	SR-1936		
BUS MODEL	XD60		
QUANTITY	-10		

MAJOR COMPONENT DESCRIPTION	BASE WARRANTY			EXTENDED WARRANTY			Comments
	PROVIDER	WARRANTY TERMS		PROVIDER OR NFIL SELF-INSURED	WARRANTY TERMS		
		YEAR(S)	Mileage		YEAR(S)	MILEAGE	
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 terms 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 terms 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 repairs/warranty claims need to be handled through the local authorized repair facility. When the 3 year extended warranty is purchased (5 years total) the following applies: Two Year Base, year 3, 4 & 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 repairs/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.
Center Axle	ZF	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 repairs/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
Air Compressor	Cummins	2	unlimited				
Wheelchair Lift	New Flyer Industries Limited	1	50,000				
Air Dryer	Graham White	3	unlimited				Warranty cover parts only
Electrical System	Vansco	3	150,000				Excluding maintenance items & items that are not covered by the OEM's warranty
Emission System	Cummins	5	100,000				
Alternator	EMP	2	100,000				
Paint	DuPont	5	unlimited				
Radiator	EMP	3	150,000				
Towing	New Flyer Industries Limited	1	50,000				
Handling Charge 15%	New Flyer Industries Limited	1	50,000				Up to a max of \$100 per claim
Charge Air Cooler	EMP	3	150,000				
Power Plant Driven or Mounted Fan Drive	New Flyer Industries Limited	1	50,000				
Power Steering Hydraulic System	New Flyer Industries Limited	1	50,000				
Transmission Cooler	Rocore	1	100,000				
Articulated Joint	ATG	1	unlimited				
Fuel System	New Flyer Industries Limited	1	50,000				



QUOTATION FOR HEAVY DUTY LOW-FLOOR DIESEL TRANSIT BUSES

SECTION 4

Contents:

Title	Submission Requirements
Training:	Please refer to attached details regarding our training proposal.

Please note the attached Training proposal is NOT included in the based bus price.

CONTRACT DELIVERABLES LIST				CUSTOMER TRAINING				
CUSTOMER NAME		Detroit		SR-1936				
CID/OPTION/SR NUMBER		X060		X060				
BUS MODEL		X060		X060				
QUANTITY		10		10				
New Flyer Supplied Training								
DESCRIPTION	QTY HRS.	CUSTOMER DELIVERY	SPECIFICATION	COMMENTS	CURRENCY	SELLING PRICE	REQUIREMENT	BILLABLE: Y/N
Maintenance Orientation	4				USD	\$986.85	Recommended	Y
Multiple System	24				USD	\$5,921.10	Recommended	Y
Entrance & Exit Doors	4				USD	\$986.85	Recommended	Y
Wheelchair Ramp	4				USD	\$986.85	Recommended	Y
Brake Systems and Axles	16				USD	\$3,947.40	Recommended	Y
Air System and ABS	8				USD	\$1,973.70	Recommended	Y
Front and Rear Suspension and Steering	2				USD	\$493.43	Recommended	Y
Body and Structure	4				USD	\$986.85	Recommended	Y
Parts (use of manuals)	2				USD	\$493.43	Recommended	Y
Electric Fan Drive	4				USD	\$986.85	Recommended	Y
Articulated Joint	8				USD	\$1,973.70	Recommended	Y
Towing and Recovery	4				USD	\$986.85	Recommended	Y
Operator Orientation	4				USD	\$986.85	Recommended	Y
Sub Total - New Flyer Training					USD	\$21,710.70	Recommended	Y
OEM/Subcontractor Supplied Training								
DESCRIPTION	QTY HRS.	CUSTOMER DELIVERY	SPECIFICATION	COMMENTS	CURRENCY	SELLING PRICE	REQUIREMENT	BILLABLE: Y/N
Engine Maintenance	16			provided by TTS	USD	\$4,860.00	Recommended	Y
Transmission Maintenance	16			provided by TTS	USD	\$4,860.00	Recommended	Y
HVAC Maintenance	8			1st class provided at N/C by OEM	USD	\$2,160.00	Recommended	Y
Destination Signs Maintenance	4			provided at N/C by OEM	USD	\$0.00	Recommended	Y
Sub Total - OEM/Subcontractor Training					USD	\$11,880.00	Recommended	Y
Training Total (priced separate from bus price)					USD	\$33,590.70	Recommended	Y



QUOTATION FOR HEAVY DUTY LOW-FLOOR DIESEL TRANSIT BUSES

SECTION 8

Contents:

Title	Submission Requirements
Delivery:	Our delivery proposal is based on delivering all units by Q2, 2015.

A detailed delivery schedule will be provided during Pre-Production Meetings.



QUOTATION FOR HEAVY DUTY LOW-FLOOR DIESEL TRANSIT BUSES

SECTION 9

Contents:

Title	Submission Requirements
Payment Terms:	Payment Terms are per our current contract with Pittsburgh

Terms:

Net (30) days from Acceptance



QUOTATION FOR HEAVY DUTY LOW-FLOOR DIESEL TRANSIT BUSES

SECTION 5

Contents:

Title	Submission Requirements
Publications:	Please refer to attached details regarding our publications package.

CONTRACT DELIVERABLES LIST PUBLICATIONS rev a, November 25, 2014

PRIMARY CUSTOMER NAME	Detroit
PUBLICATIONS CUSTOMER NAME	DDOT - Detroit
BID NUMBER	2014-052 (Based off SR1895 deliverables)
SR #	SR-1936
BUS MODEL	XD60
QUANTITY	ten(10)

THIS IS FOR ONE OPTION BUILD ONLY (XD60). ANY OPTIONS WILL BE EXTRA.

New Flyer Standard Bus Publications

DESCRIPTION	QTY	CUSTOMER DELIVERY	UPDATES (Years)	COMMENTS
Operator's Guide (8.5x11 3-hole)	10	With First Bus Delivery	6	
Preventive Maintenance Document	1	With First Bus Delivery	6	emailed PDF file only
Bus Electrical Schematic Document	1	With First Bus Delivery	6	
Parts Manual	2	20 Business Days AFTER Last Bus Delivery	6	
Service Manual	2	20 Business Days AFTER Last Bus Delivery	6	
Bus Systems Drawings Manual (11x17 on regular paper)	2	20 Business Days AFTER Last Bus Delivery	6	Includes air and elect schematics
Final TIV DVD ROM	2	20 Business Days AFTER Last Bus Delivery	6	DVD Includes only NF Manuals plus *

OEM Supplier Publications

DESCRIPTION	QTY	CUSTOMER DELIVERY	UPDATES (Years)	COMMENTS
Cummins ISL 9.0L 2018EPA (CM2350) Engine OEM Vendor Custom Parts Manual	2	With FIRST Bus Delivery or Soon After Receiving From OEM Supplier	N/A	
Custom Parts Manual - PDF File	1	"	N/A	*
Fault Code Troubleshooting Manual (Vol. 1 - 4)	2	"	N/A	
Service Manual (Vol. 1 - 2)	2	"	N/A	
Operation & Maintenance Manual	2	"	N/A	
Owners Manual	2	"	N/A	
ALLISON B500 Transmission Gen 5 OEM Manual Set (includes Service Manual - Gen4/5	2	With FIRST Bus Delivery or Soon After Receiving From OEM Supplier	n/a	*
Parts Manual - Gen4/5	2	"	n/a	*
Quick-Tech Troubleshooting Guide - Gen4/5	2	"	n/a	*
Troubleshooting Manual - Gen 5	2	"	n/a	*
Principals of Operation Manual - Gen 5	2	"	n/a	*
Mechanics Tips - Gen 5	2	"	n/a	*
Operator's Manual - Gen 5	2	"	n/a	*
Thermo King HVAC OEM Manual Set (includes only the Operation & Maintenance Manual	2	With FIRST Bus Delivery or Soon After Receiving From OEM Supplier	N/A	
RLF HVAC Unit Operation & Maintenance Manual	2	"	N/A	
Intelligate III Diagnostic Manual	2	"	N/A	
EMP Cooling System OEM Manual Set (includes only the MH8 Cooling System Service Manual	2	With FIRST Bus Delivery or Soon After Receiving From OEM Supplier	N/A	*
MH8 Cooling System Troubleshooting Manual	2	"	N/A	*
Spheros Aux Heater OEM Manual Set (includes only the Thermo 300 Workshop Manual	2	With FIRST Bus Delivery or Soon After Receiving From OEM Supplier	N/A	*
Luminator Destination Sign OEM Manual Set (includes only the Operation & Maintenance Manual	2	With FIRST Bus Delivery or Soon After Receiving From OEM Supplier	N/A	*
WABCO ABS System OEM Manual Set (includes only the ABS Operation and Maintenance Manual	2	With FIRST Bus Delivery or Soon After Receiving From OEM Supplier	N/A	*
Vansco PLC System OEM Manual Set (includes only the Hardware User Guides	2	With FIRST Bus Delivery or Soon After Receiving From OEM Supplier	N/A	*
Software User Guides	2	"	N/A	*



QUOTATION FOR HEAVY DUTY LOW-FLOOR DIESEL TRANSIT BUSES

SECTION 6

Contents:

Title	Submission Requirements
Tooling and Diagnostics:	Please refer to attached details regarding our Tooling and Diagnostics package.

Please note the Tooling and Diagnostics proposal is NOT included in the base bus price.

CONTRACT DELIVERABLES LIST		DIAGNOSTICS & TOOLS	
CUSTOMER NAME	Detroit		
BID/OPTION/SR NUMBER	SR-1936		
BUS MODEL	XD60		
QUANTITY	ten(10)		

PAGE REFERENCE	COMMENTS	DESCRIPTION	QUOTED PART #	CURRE NCY	SELLING PRICE	REQUIREMENT	BILLABLE: Y/N
		Laptop Computer (hosts all systems software)		USD	\$3,227.65		
		Panasonic Toughbook CF53 Laptop Computer	108658	USD	\$2,277.52	Recommended	Y
		Nexiq USB Link	6353474	USD	\$950.13	Recommended	Y
		Engine / Alternator - Cummins / EMP		USD	\$31,978.48		
		Insite Lite (1 year subscription)	6339520	USD	\$1,047.94	Recommended	Y
		Insite CD Rom	6338255	USD	\$211.55	Recommended	Y
		Cummins ISL 2013 Full Service Tool Kit	6412388	USD	\$23,199.52	Recommended	Y
		Alignment Tool - Flex Connector	6360381	USD	\$679.35	Recommended	Y
		Kit- Coolant Pressure Fill	6391000	USD	\$2,688.85	Recommended	Y
		Rebuild Kit - EMP Alternator	6405510	USD	\$4,341.28	Recommended	Y
		Transmission - Allison		USD	\$9,186.90		
		Universal Allison DOC Software - B400/500	6339222	USD	\$864.72	Recommended	Y
		Kit - Allison Service Tools	6360446	USD	\$6,249.39	Recommended	Y
		Kit, WTEC III Breakout Box	6448115	USD	\$2,072.79	Recommended	Y
		Radiator - EMP		USD	\$0.00		
		EMP Software (Download from Net)	6362070	USD	\$0.00	Recommended	Y
		PLC - Vansco		USD	\$508.60		
		DLA Adapter Kit	6351820	USD	\$508.60	Recommended	Y
		Vansco Software (Download from Net)	159687	USD	\$0.00	Recommended	Y
		HVAC - Thermo King		USD	\$17,536.69		
		Intelligence III Diagnostic Software & Cables	6399934	USD	\$1,457.97	Recommended	Y
		TK R134a A/C Tool Kit	6350866	USD	\$16,078.72	Recommended	Y
		Auxiliary Heater - Spheros		USD	\$691.52		
		Spheros Diagnostic Software & Cables	6396448	USD	\$503.04	Recommended	Y
		Adapter Harness - Spheros Interface	6430413	USD	\$188.49	Recommended	Y
		Destination Sign - Luminator		USD	\$366.78		
		Luminator Software	6339792	USD	\$366.78	Recommended	Y
		ABS - Meritor Wabco		USD	\$417.78		
		Wabco Software	6334596	USD	\$417.78	Recommended	Y
		Towing/Lifting		USD	\$5,515.28		
		Kit - Lift Tow Universal	6396565	USD	\$224.76	Recommended	Y
		Kit - Lift Tow Receivers	6396567	USD	\$1,154.05	Recommended	Y
		Xcelstor jacking adapter	434434	USD	\$870.25	Recommended	Y
		Xcelstor Flat Tow adapter (2 pcs. Per set)	6395097	USD	\$989.66	Recommended	Y
		Universal Flat Tow Bar Assy	111248	USD	\$2,276.56	Recommended	Y
		Axles - MAN		USD	\$71,627.29		
		Repair Kit - Disc Brakes & Calipers	6408310	USD	\$2,717.31	Recommended	Y
		Torque Multiplier	6314711	USD	\$1,475.50	Recommended	Y
		Hub Repair Kit - MAN VOK-07 Ft Axle	6408311	USD	\$12,657.68	Recommended	Y
		King Pin Press Kit - MAN VOK-07 Ft Axle	6408312	USD	\$10,815.19	Recommended	Y
		Hub Repair Kit - MAN HY1350 RR Axle	6408306	USD	\$4,598.63	Recommended	Y
		ABS Sensor R&R Kit - MAN HY1350 RR Axle	6408307	USD	\$732.25	Recommended	Y
		Pinion Seal Repair Kit - MAN HY1350 RR Axle	6444302	USD	\$2,306.26	Recommended	Y
		Differential Repair Kit - MAN HY1350 RR Axle	6444303	USD	\$6,300.27	Recommended	Y

**CITY OF DETROIT BUDGET DEPARTMENT
CONTRACT TRANSMITTAL**

DEPARTMENT: Department of Transportation	DATE REC: 06/09/2015 ELEC NOT:
CPO: 2905540	SPO:
NAME: New Flyer, LLC	AMOUNT: \$7,329,583.90
ADDRESS: 711 Kernaghan Ave., Winnipeg, Manitoba, Canada R2c3T4	Budget Log #:
PURPOSE: To Purchase 10 Transit Coaches.	

RECOMMENDATION:

APPROVE: <u>XXXX</u>	DATE COMPLETED: 06/09/2015
DENY: _____	ANALYST: L. Walker <i>[Signature]</i>
	DATE RELEASED: JUN 05 2015
	JUN 09 2015

COMPLETE BELOW WHEN DOCUMENT DELAYED, USE DC1 FOR FIRST DELAY AND DC2 FOR SECOND DELAY

DELAY CODE 1 (DC1): _____	0 NO DELAY	4 REQ DEPT IMPOSED HOLD	DELAY CODE 2 (DC2): _____
DC1 DELAY START DATE: _____	1 MORE INFORMATION	5 MANAGEMENT DELAY	DC2 DELAY START DATE: _____
DC1 DELAY END DATE: _____	2 LACK FUNDS	6 OTHER	DC2 DELAY END DATE: _____
	3 HUMAN RES COORD		

Appropriation #13948 – FY 15 SEC 5309/MI-03-0241 Ladder of Opportunity Grant

The DDOT Professional Service contracted with New Flyer, LLC to provide (10) 60' Low Floor Transit Coaches based on New Flyer's contract with the Port Authority of Allegheny County (contract dated August 25, 2010) – June 22, 2015 to December 31, 2015.

The agreement was secured for this purchase between the Port Authority of Allegheny County, New Flyer and DDOT. The assignment agreement was approved by the FTA.

Price Change Summaries:

Original Contract Price Base Coach	\$ 704,677.20 @ 10	\$7,046,772.00
Base Bus Price Change Total	1,033.09 @ 10	<u>10,330.90</u>
Revised Price Base Bus		\$7,057,102.90
Additional spare parts for Bus	27,248.10 @10	<u>272,481.00</u>
Acquisition Cost (10) Buses		<u>\$7,329,583.90</u>

Funding is available (See attached)
5303-207110-000058-644500-13948-000000-DOT51
Appropriation FY15 Sec 5309/MI-03-0241 Ladder of Opportunity
Object/Acquisitions-Buses

DDOT 2014-2015
SUMMARY

		<u>CODAMENDED</u>	<i>06/09/2015 Available</i>
Fund:	5301		
Organization	207110	Operating	7,570,000.00
Appropriation	13948	Total	7,570,000.00
Project	000058		
Operating Exp			
	Non-discretionary	7,570,000.00	
	Contractual	0.00	
	Services Misc-		
	Others	0.00	
	Aquisition - Buses	(7,329,583.90)	
	Printing	0.00	
	Dues &		
	Miscellaneous	0.00	
	Est Rmng Balance	<u>240,416.10</u>	

Org Oper Exp	Acquisition Buses	CODAMENDED	Available 06/09/2015
Object	5303-207110-000058-644500-13948-000000-DOT51	7,570,000.00	7,570,000.00

Date In	Team write-up	Date Out	Description	Amount	Est Rmng Funds	Est Rmng Org Funds	Additional Info.
6/9	6/9		New Flyer, LLC - 10 60' Transit Coaches	7,329,583.90	240,416.10	240,416.10	
TOTAL				<u>240,416.10</u>			

PRICE CHANGE SUMMARY



Property: DETROIT DEPARTMENT OF TRANSPORTATION

Sales Release No.: SR-1936

Quantity: 10

Price Change No./Revision: 1936-1

Date: 20-MAY-2015

Cust. Contract No./Ref. No.: TBD

All funds shown in US Dollars.

	Base Bus	Spares	Total	Extended Total	Spares (Separately priced items)	Extended (Separately priced items)	Grand Totals
Original Contract	\$704,677.20	\$0.00	\$704,677.20	\$7,046,772.00	\$0.00	\$0.00	\$7,046,772.00
Previously Approved Price Changes							
Current Approved Contract Values	\$704,677.20	\$0.00	\$704,677.20	\$7,046,772.00	\$0.00	\$0.00	\$7,046,772.00
Previously submitted price changes (not yet approved)							
Pending Price Changes	\$1,033.09	\$27,248.10	\$28,281.19	\$282,811.90	\$0.00	\$0.00	\$282,811.90
Pending Contract Value	\$705,710.29	\$27,248.10	\$732,958.39	\$7,329,583.90	\$0.00	\$0.00	\$7,329,583.90

PRICE CHANGE DETAIL



Property: DETROIT DEPARTMENT OF TRANSPORTATION
Sales Release No.: SR-1936
Quantity: 10
Price Change No./Revision: 1936-1
Date: 20-MAY-2015
Cust. Contract No./Ref. No.: TBD

All funds shown in US Dollars.

Price Change Type	PC No.	Option No./Group	SRCR No.	Description	Total
Base Bus Build	1936-1	231 - Cooling System	150023	add decal to power steering tank	\$19.62
Base Bus Build	1936-1	470 - AVL Systems/Destination Sign Cables	150024	add electronic route sign on dash	\$1,013.47
Contract Deliverable (Included in b	1936-1	Extended Warranty	150277	add extended warranties Cummins, Allison & NF Base	\$26,468.10
Contract Deliverable (Included in b	1936-1	600 - Customer Options	150653	NF Connect one year subscription	\$780.00
Grand Total					\$28,281.19



Property: DETROIT DEPARTMENT OF TRANSPORTATION
Sales Release No.: SR-1936
Quantity: 10
Price Change No./Revision: 1936-1
Date: 20-MAY-2015
Cust. Contract No./Ref. No.: TBD

Authorized Signatures:

New Flyer Authorization:

Signature: 
Name: Glenn Asham
Title: CEO
Date: MAY 27, 2015

Signature: 
Name: PAUL SOUBRY
Title: CEO & PRESIDENT
Date: _____

Property Authorization:

Signature: 
Name: Samuel Elner
Title: Purchasing Manager
Date: 6/8/15

SRCR No.	SRCR Rev.	SR No.	SRCR Status	Short Description	No. of Buses	Per Bus Price	Total Price	SRCR Currency	Comments
				SR 1936 Detroit Pricing	4/29/2015				
				Beginning Bus Price		\$704,677.20			
150277	A	SR-1936	Open	add extended warranty Cummins/Allison/Base	10	\$26,468.10	\$264,681.00	USD	
150024	A	SR-1936	Open	add electronic route sign on dash	10	\$1,013.48	\$10,134.80	USD	
150023	A	SR-1936	Open	add decal to power steering tank	10	\$19.62	\$196.20	USD	
				total changes		\$27,501.20	\$275,012.00		
				Ending bus price		\$732,178.40			



CONTRACT: RFP 4000-02

**PROCUREMENT OF
25 SIXTY-FOOT
LOW FLOOR TRANSIT COACHES**

Contract With
NEW FLYER OF AMERICA, INC.

January 2010
Addendum 1 – February 2010
Addendum 2 – February 2010
Addendum 3 – March 2010
Addendum 4 – March 2010
Addendum 5 BAFO – April 2010

Port Authority of Allegheny County

**Margarita
Rodriguez**

Digitally signed by Margarita Rodriguez
DN: cn=Margarita Rodriguez, o=Port
Authority of Allegheny County,
ou=Procurement/Materials Mgmt.,
email=M.Rodriguez@portauthority.org,
c=US
Date: 2010.10.14 13:36:26 -0400



Tony Trona, Director of Purchasing &
Materials Management Department
Direct Dial: (412) 566-5138
Fax: (412) 566-5359
E-Mail: ATrona@portauthority.org

October 13, 2010

New Flyer of America, Inc.
ATTN: Mr. Paul Smith, Exec. VP Sales & Mktg.
711 Kernaghan Avenue
Winnipeg, Manitoba R2C 3T4
Canada

BID NO. RFP 4000-02
60 Foot, Low Floor Transit Buses

Dear Mr. Smith:

Executed copy of the Agreement dated August 25, 2010 covering the 60 Foot, Low Floor Transit Buses, is enclosed. This letter is your "Notice To Proceed" (N.T.P.), effective October 18, 2010.

All invoicing should be in accordance with your BAFO proposal. Please facilitate all technical and non commercial activities/questions and invoices through the Authority's Project Coordinator Rick Snyder.

If I can be of any further assistance, feel free to contact me. We look forward to having a successful joint project with New Flyer of America, Incorporated.

Sincerely,

Tony Trona
Director of Purchasing
& Materials Management

TT/mdr
Enclosures

Heinz 57 Center 345 Sixth Avenue Floor 3 Pittsburgh PA 15222-2527 Phone 412.566.5500 Fax 412.237.7101 PortAuthority.org

AGREEMENT

THIS AGREEMENT is made and entered into this August 25, 2010 by and between PORT AUTHORITY OF ALLEGHENY COUNTY, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania, as amended, and having its principal office at 345 Sixth Avenue, 3rd Floor, Pittsburgh, Pennsylvania 15222-2527 (hereinafter referred to as "Port Authority") and New Flyer of America Inc., a Corporation having its principal Corporate Headquarters office at 711 Kernaghan Avenue, Winnipeg, Manitoba R2C 3T4, Canada (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, Port Authority requires the Contractor to provide a minimum of twenty-five (25) new 60 foot, articulated low floor transit buses; collectively the "buses" or "coaches"), as well as the delivery of data, manuals, drawings, training, support services, spare parts, special tools and equipment and the other required items of the quantity and quality set forth in the Contract Documents (the "Work"); and

WHEREAS, to obtain a qualified contractor, Port Authority requested the submission of proposals to provide the Work as described in the "Request for Proposal 4000, Procurement of 40 foot Low Floor and/or 60 Foot Low Floor Articulated Transit Type Coaches," dated January, 2010 (the "RFP"); and

WHEREAS, in response to the RFP, the Contractor submitted a Proposal and Port Authority has selected the Contractor to perform the Work; and

WHEREAS, Port Authority and the Contractor desire to set forth their mutual understanding and agreement concerning, among other things, the scope of the Work and the basis upon which the Contractor will be compensated for the Work.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, do mutually covenant and agree as follows:

1. The recitals and references aforesaid are incorporated herein and made a part hereof.

2. Whenever terms or abbreviations are used in this Agreement, they shall have the same meaning expressly set forth herein. Otherwise, they shall have the meaning set forth in the Contract Documents.

3. The Contract Documents are made part of this Agreement and are incorporated herein by reference. The Contract Documents are comprised of the following:

- (a) Advertisement;
- (b) RFP;
- (c) this Agreement;
- (d) Contract Forms and Exhibits;
- (e) Bonds;
- (f) Contract Conditions and Instructions to Proposers;
- (g) Quality Assurance section;
- (h) Warranty Provisions;
- (i) Technical Specifications;
- (j) Supplemental Technical Specifications;
- (k) Appendix;
- (l) Notice to Proceed;
- (m) Any change orders; and
- (n) the Proposal for the Work upon which the Agreement is Awarded

4. The Contractor shall furnish all materials, equipment, transportation, labor and supervision and perform all project management/administration, designing, manufacturing, deliveries, testing, furnishing, training and other services necessary and incidental for the proper, timely and satisfactory completion of the Work as set forth in the Contract Documents and to do all acts and tasks required by the Contract Documents.

5. In consideration of the Contractor's proper, timely and satisfactory completion of the Work, Port Authority agrees to pay the Contractor and the Contractor agrees to accept from Port Authority, as full payment for the Work and as a complete discharge of Port Authority's liability to make payment to the Contractor for Contractor's performance of the Work, the total sum of **EIGHTEEN MILLION FIVE HUNDRED FIVE THOUSAND NINETY-SEVEN 00/100 DOLLARS** (\$18,505,097.00) (hereinafter referred to as the "Contract Sum"), subject to additions and deductions as provided in the Contract Documents and pursuant to the terms and payment schedule set forth in the Contract Documents. The specific units and costs making up the Contract Sum are set forth below:

60-FOOT ARTICULATED LOW FLOOR COACHES (TOTAL OF 25 BUSES)				
ITEM	DESCRIPTION OF ARTICLES	QTY/UNIT	UNIT PRICE	TOTAL
1.	60ft. Articulated Low Floor Diesel Coach	25 EA	659,990.00	\$ 16,499,750.00
2.	Education & Training	(Lump Sum)	936,237.00	\$ 936,237.00
3.	Major Components Package	(Lump Sum)	487,184.00	\$ 487,184.00
4.	Special Tools & Diagnostic Equipment			\$ 581,701.00

* Proposal Price of \$1,166,920 was reduced by \$1,085,219.00 based on the adjustment to quantities of equipment as listed on the attached worksheet.

CONTRACT TOTAL: \$18,504,872.00

3 of 7

RFP 4000-02

6. The acceptance by the Contractor of final payment of the Contract Sum shall be, and shall operate as, a release to Port Authority of all claims and liability to the Contractor for the Work or arising under this Agreement and for every act, omission and neglect of Port Authority. No payment, however, final or otherwise, shall operate to release the Contractor or its surety from any obligation under this Agreement, shall be evidence of the proper performance of the Agreement or the Work, in whole or in part, by the Contractor or shall be construed to be acceptance by Port Authority of defective or improper Work, materials or equipment or the failure by the Contractor to comply with the requirements of the Contract Documents.

7. Port Authority reserves the right, at its option, to order, and if ordered the Contractor agrees to provide, up to one hundred and twenty-five (125) additional 60 foot, low floor articulated diesel powered coaches and corresponding equipment for delivery as specified by Port Authority within five (5) years of the Notice to Proceed. The cost of such coaches and equipment shall be the price for each type of coach and equipment set forth in the Summary of Prices submitted with the Contractor's Proposal plus an inflation factor which will be calculated utilizing the producer price index ("PPI"), 1413 Motor Coaches and Buses based on the following formula:

60-Foot Transit Type Coaches -- Option Quantity: 125.

$$\text{Cost per Coach} = \frac{(\text{Unit Price for Item 1}) \times (\text{P. I. at date of Option})}{(\text{P. I. at date of Notice to Proceed})}$$

A summary of Prices and Pricing Schedule, to be utilized in establishing pricing for exercise of options, is set forth in Attachment "A" hereto which is made a part hereof. Such additional coaches and equipment will be manufactured and delivered by the Contractor in accordance with the Contract Documents. All provisions of the Contract Documents shall apply to any option order made by Port Authority. All deliverables listed in the Technical Specifications or elsewhere in the Contract Documents shall be supplied with each option that is exercised by Port Authority. These deliverables shall include, but not be limited to: major component packages, spare parts, test equipment, manuals, drawings and special tools (as described in the Contract Documents).

5 of 7

RFP 4000-02

*RFP4000 Pricing Exhibit Attachment (Adjustment to quantities of Special Tools and Diagnostic Equipment)						
Item	Proposal Qty	Final Qty	Description	Unit Price	Proposal Ext Price	Final Ext Price
4	1		Lump Sum Spcl Tools and Diag	\$1,666,920	\$ 1,666,920	\$581,701
4a Diagnostic Laptop Computers						
	10	10	CF-30 Toughbook Laptop	\$ 3,484.11	\$ 34,841	34,841
4b Engine-Cummins						
	20	20	Insite Pro (1yr Subscription)	\$ 1,137.67	\$ 22,753	22,753
	20	20	Inline 5 Data Link Adapter	\$ 1,171.65	\$ 23,433	23,433
	20	20	Insite CD ROM	\$ 21.52	\$ 430	430
	20	20	Belt tension Gauge	\$ 19.51	\$ 390	390
	20	3	Cummins Full Service Tool Kit	\$11,341.98	\$ 226,840	34,026
4c Transmission-Voith						
	20	20	Voith Cable and Download Software	\$ 761.18	\$ 15,224	15,224
	20	3	Service Tool Kit	\$ 4,692.88	\$ 93,858	14,079
4d PLC - Vansco						
	20	20	PLC-Vansco	\$ 68.70	\$ 1,374	1,374
4e HVAC-Thermoking						
	20	20	Intelligaire III Diagnostic Software	\$ 1,030.50	\$ 20,610	20,610
	20	20	AT-13 Service Tool Kit	\$ 7,455.29	\$ 149,106	149,106
4f Auxiliary Heat-Webasto						
	20	20	Webasto Diag Software	\$ 362.35	\$ 7,247	7,247
	20	20	Webasto Diag Adapter	\$ 106.51	\$ 2,130	2,130
4g Destination Sign-Twin Vision						
	20	1	ELYSE Software	\$ 1,137.67	\$ 22,753	1,138
	20	20	USB Key	\$ 68.26	\$ 1,365	1,365
4h ABS - Meritor Wabco						
	20	20	Wabco Software	\$ 328.85	\$ 6,577	6,577
	20	20	Cable - Converter	\$ 113.70	\$ 2,274	2,274
	20	20	Cable - 6 pin Deutch	\$ 93.79	\$ 1,876	1,876
	20	20	6 to 9 pin adapter	\$ 138.65	\$ 2,773	2,773
	20	20	Cable Male/Female Extension	\$ 15.65	\$ 313	313
4i Fire Suppression - Amerex						
	20	20	Discharge Hose Blowout Adapter	\$ 83.76	\$ 1,675	1,675
	20	20	Simulator	\$ 250.85	\$ 5,017	5,017
4j Axles - MAN						
	20	7	Rear Axle Service Tools	\$17,275.14	\$ 345,503	120,926
	20	7	Front Axle Service Tools	\$ 7,305.71	\$ 146,114	51,140
4k Towing/Lifting						
	20	3	Flat Tow Adapter	\$ 447.41	\$ 8,948	1,342
	20	3	Tow Bar Assy	\$ 2,206.66	\$ 44,133	6,620
	20	3	Lift Tow Adapter	\$ 687.00	\$ 13,740	2,061
4l Articulated Joint - ATG						
	20	3	11 item set of tools	\$13,621.47	\$ 272,429	40,864
4m Bellows A&A						
	20	3	13 item set of tools	\$ 3,028.44	\$ 60,569	9,085
4n Miscellaneous						
	1	1	- Transmission Holding Fixture	\$ 1,010.83	\$ 1,011	1,011
	3	0	- Trans Dyno Adapter	\$23,108.87	\$ 69,327	-
	7	0	- Van Steenburgh Model LV30-2	\$ 8,897.99	\$ 62,286	-

4 of 7

RFP 4000-02

8. This Agreement may be subject to the prior written approval and concurrence of the Federal Transit Administration and others.

9. The Contractor shall provide to Port Authority an executed Certification of Proposed Subcontractor (Attachment "B") for each proposed subcontractor to this Agreement. The eligibility of a proposed subcontractor to participate in the Agreement will be determined, in part, in accordance with the applicable FTA regulations. The Contractor shall also require that the "Certification Regarding Lobbying" (Attachment "C") be included in the award of documents for all subcontracts exceeding \$100,000 at any tier, and shall ensure that such subcontractor shall execute the Certification Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities form. All disclosure forms, but not the Certification Regarding Lobbying, shall be forwarded to Port Authority, whereupon Port Authority will forward the same to FTA.

10. This Agreement and all covenants hereof shall inure to the benefit of and be binding upon Port Authority and the Contractor respectively and their successors, assigns and legal representatives.

11. This Agreement and the other Contract Document shall be interpreted, endorsed and governed in accordance with the substantive laws of the Commonwealth of Pennsylvania, regardless of its conflict of law or choice of law provisions.

6 of 7

RFP 4000-02

**EXHIBIT 11
SUMMARY OF PRICES/PRICING SCHEDULE
PROPOSER: NEW FLYER OF AMERICA, INC.**

12. All notices or other communications to either party by the other shall be deemed given when made in writing and deposited in the United States mail, postage prepaid, addressed as follows:

To Port Authority:
Port Authority of Allegheny County
345 Sixth Avenue, 3rd Floor
Pittsburgh, PA 15222-2527
Attention: Tony Trons, Director

To Contractor:
NEW FLYER OF AMERICA, INC.
711 Kernaghan Avenue
Winnipeg, Manitoba R2C 3T4
Canada
Attention: Mr. Paul Smith, Exec. VP Sales & Mktg.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, have executed this Agreement as of the day and year first above written.

Attest:

By: Claudia L. Allen, CFO
(Signature)
Name & Title: Claudia L. Allen, CFO
(Print)

Attest:

By: Colin Demarchuk, E.V.P. General Counsel
(Signature)
Name & Title: Colin Demarchuk, E.V.P. General Counsel
(Print)

- B. 60-Foot Articulated Low Floor Diesel Powered Transit Type Coaches
- 60-Foot articulated Low Floor Diesel Powered Transit Type Coaches Model Number B60LFR
- B1 Unit Price per each 60-Foot, articulated low floor coach (\$ 659,990.00) times 25 Coaches = \$ 16,499,750.00
 - B2 Lump Sum Cost of Education and Training for 60 Foot Coaches per Section 5.4.2 of the Technical Specifications = \$ 936,237.00
 - B3 Lump Sum Cost of Major Components Package for 60 Foot Coaches per Section 5.6.3¹ of the Technical Specifications = \$ 487,184.00
 - B3.1 Unit Price per each Complete Engine (\$ 44,345.00) times (3) qty = \$ 133,034.00
 - B3.2 Unit Price per each Complete Transmission (\$ 17,434.00) times (3) qty = \$ 52,242.00
 - B3.3 Unit Price per each Complete Radiator Assembly (\$ 25,894.00) times (3) qty = \$ 47,682.00
 - B3.4 Unit Price per each Engine Emissions Exhaust Aftertreatment System (\$ 12,703.00) times (5) qty = \$ 63,515.00
 - B3.5 Unit Price per each A/C Compressor (\$ 8,419.00) times (3) qty = \$ 25,257.00
 - B3.6 Unit Price per each Engine Cradle Stand (\$ 3,491.00) times (3) qty = \$ 4,473.00
 - B3.7 Unit Price per each Complete Passenger Window Set (\$ 13,248.00) times (3) qty = \$ 39,744.00
 - B3.8 Unit Price per each Complete Destination Sign System (\$ 6,283.00) times (3) qty = \$ 18,849.00
 - B3.9 Unit Price per each Complete Wheelchair Ramp System (\$ 3,634.00) times (2) qty = \$ 7,268.00
 - B3.10 Unit Price per each Complete Radio System (\$ 4,157.00) times (3) qty = \$ 12,471.00
 - B3.11 Unit Price per each Complete Video Surveillance System (\$ 10,222.00) times (3) qty = \$ 30,666.00

7 of 7

RFF 4000-02

Port Authority of Allegheny County

1 of 2

ATTACHMENT "A"

PROPOSER: NEW FLYER OF AMERICA, INC.

B3.12 Unit Price per each Complete Stop Announcement System (\$ 19,327.00) times (3) qty = \$ 57,981.00

Agreement No. 4000-02

B3.13 Unit Price per each Radiator Fan Cooling System (See B3.3) times (3) qty = \$ See 3.3 (above)
Duplication of same spare.

Attachment B

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS (FOR SUBCONTRACTS TOTALING OVER \$100,000)

(Subcontractor) New Flyer of America, Inc. certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this agreement been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three year period preceding this bid had one or more public transactions (Federal, state or local) terminated for cause or default.

If the proposed subcontractor is unable to certify to any of the statements in this certification, it shall attach an explanation to this certification.

(Subcontractor) New Flyer of America, Inc. CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.


Signature of Authorized Individual

E.V.P. Sales & Marketing
Title

TOTAL PRICE for 60 Foot Articulated Diesel Coaches not including Optional Extended Warranties (Sum of Items B1, through B4) = \$ 19,590,991.00

TOTAL PRICE for 60 Foot Articulated Diesel Coaches including Optional Extended Warranties (Sum of Items B1 through B5) = \$ 19,651,991.00

Attachment C DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 0348-0046 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

CERTIFICATION REGARDING LOBBYING

I, Glenn Ashburn (Title: CFO), Herby Certify (Name Of Authorized Individual)

On Behalf Of New Flyer of America, Inc. That: (Subcontractor)

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form-III, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature Of Authorized Individual: Chief Financial Officer

Form with 16 numbered sections for reporting lobbying activities, including fields for Federal action type, status, amount of payment, and description of services.

Attachment C

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been accrued to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or a subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-05-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying individual shall sign and date the form, print his/her name, title, and telephone number.

Define: Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Attachment C DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

APPROVED BY OMB 0348-0046

Reporting Entity: NEW FLYER OF AMERICA, INC. Page 1 of 1

Ref. No. 320006230838 AMENDED

CERTIFICATE OF INSURANCE

Aon Reed Stenhouse Inc.
20 Bay Street
Toronto, ON, M5J 2N9
Tel 416-868-5500 Fax 416-868-5890

Amending Certificate No. : 320006229101

Re: RFP 4003-02 - acquisition of 60 low floor transit buses

Base order of 25 x D60LFR, with options to purchase an additional 125 x 60 buses over the term of the contract (5 years)

The Port Authority of Allegheny County
Heinz 57 Center
345 Sixth Avenue (Floor 3)
Pittsburgh, PA 15222-2527
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 Industries Canada ULC
711 Kernaghan Avenue
Winnipeg, MB R2C 3T4

Coverage

Table with 3 columns: Coverage Type, Insurer, and Policy Details. Includes Commercial General Liability and Umbrella Liability sections.

APPROVED INSURANCE CERTIFICATE

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



1 of 3

Ref. No. 320006230838 AMENDED

CERTIFICATE OF INSURANCE

Table listing insurance details for U.S. Automobile, Motor Truck Cargo, and US Workers Comp/Employers Liability.

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.

Terms and / or Additional Coverage

Ref. No. 320006230838 AMENDED

CERTIFICATE OF INSURANCE

Commercial General Liability is written on an Occurrence basis and is Primary & Non-Contributory.

Commercial General Liability Policy includes: Personal Injury & Property Damage, Products and Completed Operations, Advertising Liability, Employees Benefits, Tenants Legal Liability, Non-Owned Automobiles Liability, Legal Liability for Damage to Hired Automobiles, Employers Liability, Broad Farm Property Damage, Broad Form Completed Operations, Cross Liability, Waiver of Subrogation and Blanket Contractual Liability.

Products and Completed Operations Aggregate: \$2,000,000

The Commercial General Liability Policy does not contain a General Aggregate.

Automobile Liability Policy Includes: Bodily Injury and Physical Damage Combined Collision/Comprehensive coverage, Hired and Non-Owned Automobiles

The Umbrella policy is extended to provide additional coverage to comply with the Commercial General Liability Policy conditions in the contract.

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 with respect to 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 The Port Authority of Allegheny County. OTHER PERSONS RELYING ON THIS CERTIFICATE DO SO AT THEIR OWN RISK.

Aon Reed Stenhouse Inc.

Handwritten signature

Dated: 23-September-2010
Issued By: Fogal Anicia
Tel: 416-868-5806

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



2 of 3

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



3 of 3

TABLE OF CONTENTS

ADVERTISEMENT.....1

I REQUEST FOR PROPOSALS.....3

1.1 REQUEST FOR PROPOSALS.....3

1.1.1 SOLICITATION DATA.....3

1.1.1.1 PROCURING AGENCY AND CONTACT.....3

1.1.1.2 DEFINITIONS.....3

1.1.1.3 SCOPE.....3

1.1.1.4 SOLICITATION SCHEDULE.....5

1.1.2 PRE-PROPOSAL.....5

1.1.2.1 PRE-PROPOSAL CONFERENCE.....5

1.1.2.2 RFP AS EXCLUSIVE BASIS FOR PROPOSALS.....5

1.1.2.3 PROPOSER COMMUNICATIONS AND REQUESTS.....6

1.1.2.4 ADDENDUM TO RFP.....6

1.1.2.5 PROPOSERS AND IRREGULARITIES IN PROPOSALS.....7

1.1.2.6 CONDITIONS, EXCEPTIONS, RESERVATIONS OR UNDERSTANDINGS.....7

1.1.2.7 MODIFICATION OR WITHDRAWAL OF PROPOSALS.....7

1.1.2.8 FORM OF AGREEMENT.....7

1.1.3 PROPOSAL REQUIREMENTS.....8

1.1.3.1 GENERAL REQUIREMENTS.....8

1.1.3.2 PROPOSAL BOOKLET.....10

1.1.3.3 SUMMARY OF PRICES.....22

1.1.4 PROPOSAL SELECTION PROCESS.....22

1.1.4.1 EVALUATION COMMITTEE.....22

1.1.4.2 PROPOSAL EVALUATION CRITERIA.....22

1.1.4.3 EVALUATION PROCEDURES.....25

1.1.4.4 FINALIZATION OF CONTRACT.....28

1.1.4.5 CONTRACT AWARD.....28

1.1.4.6 FAILURE TO EXECUTE CONTRACT.....28

1.1.4.7 ACCEPTANCE/REJECTION OF PROPOSERS.....28

1.1.4.8 CANCELLATION OF PROCUREMENT.....28

1.1.4.9 AVAILABILITY OF FUNDS.....29

1.1.4.10 PORT AUTHORITY PROTEST PROCEDURES.....29

1.1.5 SCOPE OF WORK.....32

1.1.6 EXHIBITS/CONTRACT FORMS.....32

EXHIBITS / CONTRACT FORMS

EXHIBIT 1.....(Request for Pre-Proposal Question or Clarification).....33

EXHIBIT 2.....(Deviations).....34

EXHIBIT 3.....(Sample Agreement).....351

EXHIBIT 4.....(Certificate – TVM DBE Compliance).....356

EXHIBIT 5.....(Certificate – Buy America).....357

EXHIBIT 6.....(Buy America Audit Worksheet – Rolling Stock).....360

EXHIBIT 7.....(Certificate – Debarment / Suspension).....360

EXHIBIT 8.....(Certificate – Lobbying).....361

EXHIBIT 9.....(Certificate – Compliance with Bus Testing Requirements).....365

EXHIBIT 9.....(Alternate Components & Subsystems List).....366

EXHIBIT 10.....(Technical Proposal Worksheet).....367

EXHIBIT 11.....(Summary of Prices/Pricing Schedule).....387

EXHIBIT 12.....(Form for Cost Reduction Opportunities).....391

EXHIBIT 13.....(Proposal Evaluation Rating Sheet).....398

EXHIBIT 14.....(Performance Bond).....399

EXHIBIT 15.....(Certificate – Motor Vehicles Safety & Pollution Standards).....402

EXHIBIT 16.....(Certificate – Motor Vehicles Safety – Post Delivery).....403

2 CONTRACT CONDITIONS AND INSTRUCTIONS TO PROPOSERS.....404

2.1 INTRODUCTION.....405

2.2 DEFINITIONS.....405

2.3 AWARD OF AGREEMENT.....407

2.4 EXECUTION OF CONTRACT.....407

2.5 PERFORMANCE GUARANTEE/BOND.....408

2.6 CONTRACT DOCUMENTS.....408

2.7 TAXES.....408

2.8 SALE OF BUSES/OTHER ITEMS.....409

2.9 SCHEDULES/DELIVERY.....409

2.10 PAYMENT/CONTRACT SUM.....411

2.11 CHANGES.....412

2.12 PROPOSER'S RESPONSIBILITY.....413

2.13 REPRESENTATIONS OF PROPOSER/CONTRACTOR.....414

2.14 BUY AMERICA PROVISION.....416

2.15 CERTIFICATION REQUIREMENTS.....416

2.16 COMMUNICATIONS.....416

2.17 DEFINITION OF "APPROVED EQUAL".....416

2.18 NO SUBLLETING OR ASSIGNMENT.....417

2.19 STANDARD WARRANTIES.....417

2.20 INSPECTION.....418

2.21 DAMAGE BY CONTRACTOR/DEFECTIVE WORK.....418

2.22 ACCEPTANCE OF TITLE.....418

2.23 INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS.....419

2.24 CIVIL RIGHTS REQUIREMENTS.....419

2.25 AMERICANS WITH DISABILITIES ACT.....422

2.26 DISADVANTAGED BUSINESS ENTERPRISE (DBE).....422

2.27 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.....424

2.28 SAMPLES.....425

2.29 INSURANCE.....425

2.30 INDEMNIFICATION.....427

2.31 SUSPENSION OF WORK.....428

2.32 TERMINATION FOR DEFAULT.....428

2.33 TERMINATION FOR CONVENIENCE OF PORT AUTHORITY.....431

2.34 RECORD RETENTION AND ACCESS.....434

2.35 STEEL PRODUCTS PROCUREMENT ACT.....435

2.36 BUY AMERICA.....435

2.37 MOTOR VEHICLE SAFETY STANDARDS.....435

2.38 MOTOR VEHICLE SAFETY STANDARDS AND POLLUTION REQUIREMENTS.....435

2.39 ENVIRONMENTAL REQUIREMENTS.....436

2.40 PREFERENCE FOR RECYCLED PRODUCTS.....437

2.41 ENERGY CONSERVATION.....437

2.42 CARGO PREFERENCE.....437

2.43 BUY AMERICA.....438

2.44 FINANCIAL ASSISTANCE.....438

2.45 GOVERNMENT OBLIGATIONS TO THIRD PARTIES.....438

2.46 CHANGES IN LAW.....439

2.47 INCORPORATION OF TERMS.....439

2.48 DEBARMENT AND SUSPENSION CERTIFICATION REQUIREMENTS.....439

2.49 BUS TESTING.....440

2.50 PRE-AWARD AND POST-DELIVERY AUDITS REQUIREMENTS.....441

2.51 DISPUTES.....442

2.52 CHOICE OF LAW.....442

2.53 PENNSYLVANIA RIGHT TO KNOW LAW.....443

2.54 FLOW DOWN.....443

3 QUALITY ASSURANCE.....444

3.1 QUALITY ASSURANCE ORGANIZATION.....445

3.1.1 CONTROL.....445

3.1.2 AUTHORITY AND RESPONSIBILITY.....445

3.2 QUALITY ASSURANCE ORGANIZATION FUNCTIONS.....446

3.2.1 WORK INSTRUCTIONS.....446

3.2.2 RECORDS MAINTENANCE.....446

3.2.3 CORRECTIVE ACTIONS.....446

3.3 STANDARDS AND FACILITIES.....446

3.3.1 CONFIGURATION CONTROL.....446

3.3.2 MEASURING AND TESTING FACILITIES.....446

3.3.3 PRODUCTION TOOLING AS MEDIA OF INSPECTION.....447

3.3.4 EQUIPMENT USE BY RESIDENT INSPECTORS.....447

3.4 CONTROL OF PURCHASES.....447

3.4.1 SUPPLIER CONTROL.....447

3.4.2 PURCHASING DATA.....447

3.5 MANUFACTURING CONTROL.....447

3.5.1 COMPLETED ITEMS.....448

3.5.2 NON CONFORMING MATERIALS.....448

3.5.3 STATISTICAL TECHNIQUES.....448

3.5.4 INSPECTION STATUS.....448

3.6 INSPECTION SYSTEM.....448

3.6.1 INSPECTION STATIONS.....448

3.6.2 INSPECTION PERSONNEL.....449

3.6.3 INSPECTION RECORDS.....449

3.6.4 QUALITY ASSURANCE AUDITS.....449

3.7 RESIDENT INSPECTORS.....449

3.8 INITIAL ENGINE START UP.....450

3.9 ACCEPTANCE.....450

3.9.1 RESPONSIBILITY.....450

3.9.2 PRE DELIVERY TESTS.....451

3.9.2.1 INSPECTION VISUAL AND MEASURED.....451

3.9.2.2 TOTAL COACH OPERATION.....451

3.9.2.3 WATER TEST.....452

3.9.3 POST DELIVERY TESTS.....452

3.9.3.1 VISUAL INSPECTION.....452

3.9.3.2 COACH OPERATION.....452

4 WARRANTY PROVISIONS.....453

4.1 BASIC PROVISIONS.....454

4.1.1 WARRANTY REQUIREMENTS.....454

4.1.2 COMPLETE COACH.....454

4.1.3 SUBSYSTEMS AND COMPONENTS.....454

4.2 VOIDING OF WARRANTY.....455

4.3 EXCEPTIONS TO WARRANTY.....456

4.4 CONTRACTOR'S REPRESENTATIVE.....456

4.5 DETECTION OF DEFECTS.....457

4.6 SCOPE OF WARRANTY REPAIRS.....457

4.7 FLEET DEFECTS.....457

4.8 REPAIR PROCEDURES.....457

4.8.1 REPAIR PERFORMANCE.....457

4.8.2 REPAIRS BY CONTRACTOR.....458

4.8.3 REPAIRS BY PORT AUTHORITY.....458

4.8.3.1 CONTRACTOR SUPPLIED PARTS.....459

4.8.3.2 DEFECTIVE COMPONENTS RETURN.....459

4.8.3.3 FAILURE ANALYSIS.....459

4.8.3.4 REIMBURSEMENT FOR LABOR.....459

4.8.3.5 REIMBURSEMENT FOR PARTS.....459

4.8.4 WARRANTY AFTER REPLACEMENT/REPAIRS.....460

4.8.5 REIMBURSEMENT TO PORT AUTHORITY.....460

5 TECHNICAL SPECIFICATIONS.....461

5.1 SCOPE.....462

5.1.1 DEFINITIONS.....462

5.1.2 ABBREVIATIONS.....466

5.1.3 LEGAL REQUIREMENTS.....467

5.1.4 OVERALL REQUIREMENTS.....467

5.1.4.1 DIMENSIONS.....467

5.1.4.2 WEIGHT.....469

5.1.4.3 CAPACITY.....470

5.1.4.4 SERVICE LIFE AND MAINTENANCE.....470

5.1.4.5 OPERATING ENVIRONMENT.....472

5.2 BODY.....472

5.2.1 SHELL.....472

5.2.1.1 GENERAL.....472

5.2.1.2 STRUCTURE.....476

5.2.1.3 EXTERIOR AND APPLIED PANELS.....483

5.2.1.4 INTERIOR.....484

5.2.1.5 FLOOR.....485

5.2.1.6 STEPS AND STEPWELLS.....487

5.2.1.7 WHEEL HOUSING.....487

5.2.1.8 PASSENGER DOORS.....489

5.2.1.9 SERVICE COMPARTMENTS AND ACCESS DOORS.....491

5.2.2 OPERATING COMPONENTS.....493

5.2.2.1 PASSENGER DOORS.....493

5.2.2.2 WINDSHIELD WIPERS AND WASHERS.....495

5.2.2.3 LIGHTING, CONTROLS, INSTRUMENTS.....495

5.2.3 INTERIOR COMPONENTS AND TRIM.....505

5.2.3.1 GENERAL REQUIREMENTS.....505

5.2.3.2 PASSENGER SEATS.....507

5.2.3.3 DRIVER'S SEAT.....513

5.2.3.4 FLOOR COVERING.....515

5.2.4 WINDOWS.....516

5.2.4.1 FRONT CAB WINDOWS.....516

5.2.4.2 SIDE WINDOWS.....517

5.2.4.3 DESTINATION SIGN WINDOWS.....518

5.2.4.4 ROOF ESCAPE HATCHES AND ROOF VENTS.....518

5.2.5 INSULATION.....518

5.2.5.1 MATERIAL.....518

5.2.5.2 PERFORMANCE.....519

5.2.6 ANCILLARY FEATURES.....519

5.2.6.1 DRIVER'S AREA.....520

5.2.6.2 MIRRORS.....522

5.2.6.3 PASSENGER ASSISTS.....523

5.2.6.4 EXTERIOR ROUTE DISPLAYS.....525

5.2.6.5 FARE COLLECTION.....532

5.2.6.6 BICYCLE RACKS.....533

5.2.6.7	WHEELCHAIR LOADING DEVICE	533
5.2.6.8	VIDEO SURVEILLANCE SYSTEM	534
5.3	CHASSIS	540
5.3.1	PROPULSION SYSTEM	540
5.3.1.1	VEHICLE PERFORMANCE	540
5.3.1.2	POWERPLANT MOUNTING AND ACCESSORIES	540
5.3.1.3	POWERPLANT	540
5.3.1.4	EMISSIONS	541
5.3.2	AXLES	549
5.3.2.1	FRONT AXLE	549
5.3.2.2	REAR AXLE	549
5.3.3	SUSPENSION	550
5.3.3.1	GENERAL REQUIREMENTS	550
5.3.3.2	AIR SPRINGS AND SHOCK ABSORBERS	550
5.3.4	STEERING	552
5.3.4.1	STRENGTH	552
5.3.4.2	TURNING RADIUS	552
5.3.4.3	TURNING EFFORT	552
5.3.5	BRAKES AND AIR EQUIPMENT	553
5.3.5.1	GENERAL	553
5.3.6	GENERAL CHASSIS	556
5.3.6.1	WHEELS AND TIRES	556
5.3.6.2	FUEL SYSTEM	557
5.3.6.3	DIESEL EMISSIONS FLUID (DEF)	557
5.3.6.4	BUMPER SYSTEM	558
5.3.6.5	ELECTRICAL SYSTEM	559
5.3.6.6	ELECTRICAL COMPONENTS	565
5.3.7	INTERIOR CLIMATE CONTROL	569
5.3.7.1	CAPACITY AND PERFORMANCE	569
5.3.7.2	CONTROLS	571
5.3.7.3	AIR FLOW	571
5.3.7.4	AIR INTAKES	572
5.3.7.5	COMPONENTS	572
5.3.8	RADIO AND PUBLIC ADDRESS SYSTEM	573
5.3.8.1	SYSTEM OVERVIEW	573
5.3.8.2	MOBILE RADIO	573
5.4	SYSTEM SUPPORT SERVICES	578
5.4.1	GENERAL REQUIREMENTS	578
5.4.2	EDUCATION AND TRAINING	578
5.4.2.1	GENERAL	578
5.4.2.2	TRAINING PLAN	579
5.4.2.3	TRAINING SCHEDULE	580
5.4.2.4	TRAINING AIDS	583
5.4.2.5	CLASSROOM INSTRUCTION	584
5.4.2.6	FIELD INSTRUCTION	585
5.5	PUBLICATIONS, CATALOGS, AND DRAWINGS	586
5.5.1	GENERAL	586
5.5.2	MANUAL ORGANIZATION	587
5.5.3	DOCUMENTATION	587
5.5.3.1	OPERATORS MANUAL	588
5.5.3.2	MAINTENANCE MANUALS	588
5.5.3.3	PARTS CATALOG	589
5.5.3.4	DRAWINGS	590
5.5.3.5	CHANGES AND REVISIONS	591
5.5.3.6	PARTS CROSS REFERENCE LIST	592
5.5.3.7	SERVICE BULLETINS	592

5.5.4	FIELD SERVICE SUPPORT	592
5.5.4.1	GENERAL	592
5.5.4.2	FIELD SERVICE ENGINEER	592
5.6	SPARE PARTS	593
5.6.1	GENERAL	593
5.6.2	RECOMMENDED SPARE PARTS LIST	593
5.6.3	MAJOR COMPONENT PACKAGE	594
5.7	SPECIAL TOOLS AND EQUIPMENT	595
5.7.1	RECOMMENDED TOOL LIST	595
5.7.2	CONTRACTOR SUPPLIED TOOLS AND EQUIPMENT	595
5.7.3	SPECIAL DIAGNOSTIC EQUIPMENT	596
5.7.4	REFRIGERANT RECLAMATION EQUIPMENT	596
5.8	HYBRID OPTION	596
5.8.1	ENGINE	596
5.8.2	HYBRID DRIVE	597
5.8.2.1	TYPE	597
5.8.2.2	HYBRID DRIVE DRAIN PLUG	597
5.8.3	HYBRID ELECTRICAL	597
5.9	BRT STYLING OPTION	598

6	SUPPLEMENTAL TECHNICAL SPECIFICATIONS	599
6.1	SCOPE	600

	APPENDIX A - CONFIGURATION AUDIT SHEETS	604
--	---	-----

7	RECORD OF REVISION / ADDENDA	621
7.1	ADDENDA 1	621
7.2	ADDENDA 2	621
7.3	ADDENDA 3	622
7.4	ADDENDA 4	622
7.5	ADDENDA 5 - BAFO	622

PORT AUTHORITY OF ALLEGHENY COUNTY

Sealed proposals must be received at the Purchasing and Materials Management Department, Port Authority of Allegheny County ("Port Authority"), 345 Sixth Avenue, Third Floor, Pittsburgh, Pennsylvania 15222-2527 by 2:00 p.m., E.S.T., February 25, 2010, for the following:

Bid No. RFP 4000 40 Foot Low Floor and/or 60 Foot Low Floor Articulated Transit Buses Including project management/administration, testing, spare parts, special tools and equipment, and the delivery of data, manuals and drawings.

Each proposer may submit a proposal for the 40 foot low floor buses, the 60 foot low floor articulated buses or both.

No proposer may withdraw a submitted proposal for a period of 180 days after the scheduled time for receipt of offers.

A Pro-Proposal Conference will be held on the procurement at 9:00 a.m., Friday January 29, 2010 in Port Authority's Fifth floor Board Room at 345 Sixth Avenue, Pittsburgh, PA 15222-2527. Attendance at this meeting is not mandatory, but is strongly encouraged.

The Request for Proposal ("RFP") may be obtained at the Purchasing and Materials Management Department, Port Authority of Allegheny County, 345 Sixth Avenue, Third Floor, Pittsburgh, Pennsylvania 15222-2527 upon payment of (\$15.00) fifteen dollars for a copy of this RFP. Payment is to be made by check or money order (NO CASH), payable to Port Authority of Allegheny County. No refunds of payment will be made. The telephone number for Purchasing and Materials Management is (412) 566-5139.

This acquisition may be subject to a financial assistance from the United States Department of Transportation and as such, subject to applicable Federal, as well as state and local, laws and regulations. The Contractor shall also be required to comply with all applicable Equal Employment Opportunity laws and regulations.

Port Authority hereby notifies all proposers that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or otherwise in consideration for an award.

All proposers will be required to certify that they are not on the U. S. General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs. Port Authority reserves the right to reject any or all proposals.

1 REQUEST FOR PROPOSALS

(b) (c) & (d) - Referenced on Agreement Page 2 of 6

1.1 REQUEST FOR PROPOSALS

1.1.1 SOLICITATION DATA

1.1.1.1 PROCURING AGENCY AND CONTACT

Request For Proposals No:	4000 – Bus Procurement 2010	
Procuring Agency:	Port Authority of Allegheny County	
	Name Kimberly Zelen Contract Specialist	
	Contact Person Attn: Purchasing and Materials Management Department 345 Sixth Avenue, Third Floor Pittsburgh, PA 15222-2527	
	Address	
Telephone No.:	(412)566-5151	Email: KZelen@PortAuthority.org

1.1.1.2 DEFINITIONS

As used in this RFP and the Contract Documents, the following terms shall have the meaning assigned to them below unless otherwise expressly stated:

“Addendum” – an amendment made by Port Authority, in writing, to the RFP.

“Advertisement” – the public announcement requesting Proposals for the Contract.

“Agreement” – the written agreement to be executed by Port Authority and the Contractor for the acquisition.

“Contract” – See Agreement.

“Contract Documents” – the Advertisement, the RFP, the Agreement, bonds, all contract forms and exhibits, Contract Conditions and Instructions to Proposers, Quality Assurance section, Warranty Provisions, Technical Specifications, Supplemental Technical Specifications, the Appendix, the Notice to Proceed, change orders, and the Proposal, if any, upon which the Contract is awarded.

“Contract Sum” – the total amount which Port Authority agrees to pay the Contractor, and the Contractor agrees to accept from Port Authority as a complete discharge of Port Authority’s liability to make payments to the Contractor for the Contractor’s proper, timely and satisfactory completion and performance of the Work, which sum is set forth in the Agreement, subject to additions and deductions as provided in the Contract Documents.

Port Authority of Allegheny County

[Request for Proposals]

Each Proposer may submit a Proposal for the 40 foot, low floor buses, and associated systems, spare parts, special tools and equipment, training, documents and other items required by the Contract Documents, the 60 foot, low floor articulated buses, and associated systems, spare parts, special tools and equipment, training, documents, and other items required by the Contract Documents, or both.

Port Authority also reserves the right, at its option, to order up to one hundred twenty-five (125) additional 60 foot, low floor articulated buses and/or five hundred (500) additional 40 foot, low floor buses and associated major components, training, special tools and equipment, under the Contract for delivery as specified by Port Authority.

1.1.1.4 SOLICITATION SCHEDULE

The following is the solicitation schedule for Proposers:

Pre-proposal Conference	Sec. 1.1.2.1	<u>January 29, 2010 at 9:00 am</u>
Proposal Due Date	Sec. 1.1.3	<u>March 11, 2010 by 2:00 pm</u>

1.1.2 PRE-PROPOSAL

1.1.2.1 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held by Port Authority in the Fifth Floor Board Room at 345 Sixth Avenue, Pittsburgh, PA. 15222-2527 and at the time specified in the “Solicitation Schedule” (Section 1.1.1.4).

Prospective Proposers are reminded that any changes to the RFP will be by addendum only and nothing stated at the pre-proposal conference shall change or qualify, in any way, any of the provisions in the RFP and shall not be binding on Port Authority.

While it is recommended, attendance is not required at the pre-proposal conference. Proposers are encouraged to also have their proposed subcontractors and suppliers attend the pre-proposal conference.

1.1.2.2 RFP AS EXCLUSIVE BASIS FOR PROPOSALS

The RFP represents the most comprehensive and definitive statement that Port Authority is able to make at this time as to the requirements, terms and conditions for the proposed procurement. The RFP and any subsequent written addendum shall serve as the sole basis upon which Proposers may submit Proposals. Proposers are advised to completely review the RFP and explicitly follow the instructions herein regarding the submission of a Proposal. Each Proposal shall comply with the requirements of the RFP as stated herein and all applicable, Federal, state and local laws and shall be executed by an individual legally authorized to bind the Proposer to a contract. Any information or understanding, verbal or written, which is not contained either in the RFP, or in subsequent written addendum to the RFP, shall not be considered by a Proposer in submitting its Proposal.

“Contractor” – the Proposer selected by Port Authority, if any, for the award of the Agreement.

“DBE” – Disadvantaged Business Enterprise as defined in 49 C.F.R., Part 26.

“FTA” – the Federal Transit Administration, United States Department of Transportation.

“Notice to Proceed” – A written notice from Port Authority to the Contractor directing the Contractor to proceed with the Work.

“Port Authority” – Port Authority of Allegheny County, 345 Sixth Avenue, Third Floor, Pittsburgh, Pennsylvania 15222-2527, acting by and through its authorized representatives.

“Proposal” – a written submission, in response to the RFP, by a Proposer, properly signed, dated and completed.

“Proposer” – an individual, firm, partnership, corporation, joint venture or other entity which submits a Proposal to Port Authority, in response to the RFP, seeking to be selected as the Contractor.

“RFP” – the Request for Proposal No. 4000.

“Surety” – a corporate body which is bound with and to the Contractor for the satisfactory performance of the Work by the Contractor.

“Work” – all designs, engineering, manufacturing, deliveries, operations, systems, materials, equipment and labor necessary to properly, timely and to the satisfaction of Port Authority provide and supply the buses, spare parts, special tools and equipment, training and all other items of work indicated or referenced in the Contract Documents, including all alterations, amendments or extension thereto made by change order, and all required tests and the completion of all necessary repairs and modifications resulting from such tests and any warranties as required by the Contract Documents.

1.1.1.3 SCOPE

The proposed procurement by Port Authority consists of the purchase of a minimum of twenty-five (25) new 60 foot, low floor articulated and/or twenty-eight (28) new 40 foot, low floor transit buses (individually, “bus” or “coach”; collectively, the “buses” or “coaches”) and spare parts, special tools and equipment, training, documents and all other items of Work as set forth in, and in accordance with, the terms and conditions set forth in the Contract Documents. The tasks to be performed for the procurement shall include, but not be limited to, project management/administration for, designing, manufacturing, testing, furnishing, delivery and performance testing of the buses, as well as the delivery of data, manuals, drawings, training, support services, spare parts and special tools and equipment of the quantity and quality set forth in the Contract Documents. The Contract shall be a firm-fixed price contract.

1.1.2.3 PROPOSER COMMUNICATIONS AND REQUESTS

All correspondence, questions, communication and/or contact in regard to any aspect of this RFP shall be in writing and addressed to the Contact Person identified in Section 1.1.1.1.

At any time during this procurement up to the time specified in “Solicitation Schedule” (Section 1.1.1.4), Proposers may request, in writing, a clarification or interpretation of any aspect, or a change to any requirement of, the RFP or any addendum to the RFP. Such requests may be electronically transmitted by email. The Proposer making the request shall be responsible for its proper delivery to Port Authority on the form provided in “Request for Pre-Proposal Question or Clarification” (EXHIBIT 1). Port Authority will not respond to oral requests, except those made at the pre-proposal conference, which shall be tentative responses. Any oral response at the pre-proposal conference which is not confirmed by an addendum shall not be official or binding on Port Authority. Any written request necessitating a response shall be provided by Port Authority in the form of an addendum only. Only responses provided as addendum shall be official and all other forms of communication with any officer, employee or agent of Port Authority shall not be binding on Port Authority.

All questions, clarifications and communications shall be submitted by Proposers and received by Port Authority by no later than five (5) business days before the due date for the Proposals set forth in the “Solicitation Schedule” (Section 1.1.1.4).

If it should appear to a prospective Proposer that the performance of the Work, or any of the matters relating to the RFP, is not sufficiently described or explained in the RFP or the Contract Documents, or that any conflict or discrepancy exists between any portions thereof or with any Federal, state, or local law, ordinance, rule, regulation, or other standard or requirement, then the Proposer shall submit a written request for clarification to Port Authority within the time period specified above.

1.1.2.4 ADDENDUM TO RFP

Port Authority reserves the right to amend the RFP at any time. Any amendments to, or interpretations of, the RFP shall be described in written addendum. A copy of each addendum will be mailed or otherwise delivered to all prospective Proposers officially known to have received the RFP and to the address provided by each prospective Proposer. Prospective Proposers, or their agents, shall be responsible to collect the addendum at the address provided in Section 1.1.1.1, or receive same otherwise.

Failure of any prospective Proposer to receive the notification or addendum shall not relieve a Proposer from any obligation under its Proposal as submitted or under any requirement of the RFP, as amended. All addendum issued shall become part of the RFP. Each Proposer shall acknowledge the receipt of each addendum in its Proposal. Failure to acknowledge receipt of an addendum in a Proposal may, at Port Authority’s sole option, disqualify the Proposal.

1.1.2.5 PROPOSERS AND IRREGULARITIES IN PROPOSALS

Any individual, firm, partnership, corporation, joint venture or other entity able to meet the requirements of the RFP is invited to submit a Proposal. Proposers shall be bound by provisions contained in the RFP, unless a waiver or deviation is formally issued, via written addendum, by Port Authority.

As part of the process leading to the selection, if any, of the Contractor, Port Authority may request additions, modifications or clarifications to a Proposal. Port Authority will rely upon the information submitted in the Proposals if the Contract is awarded.

Port Authority reserves the right to waive any minor irregularities in any Proposal submitted in response to the RFP at its sole option.

1.1.2.6 CONDITIONS, EXCEPTIONS, RESERVATIONS OR UNDERSTANDINGS

Proposals stating conditions, exceptions, reservations or understandings (hereinafter in this paragraph "deviations") relating to the RFP may be rejected by Port Authority. Any and all deviations must be explicitly, fully and separately stated in a Proposal, and on the "Form For Proposal Deviation" (EXHIBIT 2) setting forth, at a minimum, the specific reason for each deviation so that it can be fully considered and, if appropriate, evaluated by Port Authority. Any deviation found by Port Authority not to be unacceptable will be evaluated in accordance with the appropriate evaluation criteria and procedures. The submission of any deviations may result in the Proposer receiving a less favorable evaluation than without the deviation.

1.1.2.7 MODIFICATION OR WITHDRAWAL OF PROPOSALS

A modification of a Proposal already received by Port Authority will be accepted by Port Authority only if the modification is executed by an individual legally authorized to bind the Proposer and received by Port Authority prior to the due date for Proposals set forth in the Solicitation Schedule (Section 1.1.1.4) or is made with a requested Best and Final Offer ("BAFO"). All modifications shall be made in writing and submitted in the same form and manner as the original Proposal.

Prior to the due date for Proposals, a Proposer may withdraw a Proposal already received by Port Authority by submitting, in the same manner as the original Proposal, to Port Authority a written request for withdrawal executed by an individual legally authorized to bind the Proposer. By submitting a Proposal, and not properly withdrawing it prior to the due date for Proposals, a Proposer agrees that it shall keep its Proposal open and shall not withdraw its Proposal for 180 days.

This provision may not be utilized by a Proposer as a means to submit a late Proposal and, as such, does not alter Port Authority's right to reject a Proposal.

1.1.2.8 FORM OF AGREEMENT

The sample Agreement, which will be used if the Contract is awarded, is attached as EXHIBIT 3

7

Proposer acknowledges the requirements set forth in Pennsylvania's Right-to-Know Law, 65 P.S. § 67.101 *et seq.* Accordingly, if the attached Proposal or any other material provided to Port Authority pursuant to this RFP process contain any reference to material being confidential, proprietary or restricted, in any manner, this letter of transmittal officially advises Port Authority and acknowledges that the stated limitations on such identified material are hereby rescinded and are null and void, to the extent that Port Authority determines that it is required to disclose such materials pursuant to a valid request for such information; and

(vii) A statement referencing separate sealed enclosures, one including the Proposal Booklet and the other containing the Summary of Prices.

b) Proposal Booklet: The Proposal Booklet shall be a comprehensive, accurate and effective presentation of the information required by Section 1.1.3.2 below. The Proposal Booklet shall only contain the information required by Section 1.1.3.2.

c) Summary of Prices: The Summary of Prices shall include all information and address all of the issues required by Section 0 below.

4) DBE Requirements

a) In connection with the performance of the Contract, the Contractor shall cooperate with Port Authority in meeting its commitments and goals with regard to the utilization of DBEs and the Contractor shall use maximum efforts to ensure that DBEs have the maximum opportunity to participate in the performance of the subcontracts for the Contract. Port Authority's intent is to maximize the utilization of DBEs through its DBE program. The goal for DBE subcontractor participation in connection with the performance of the Contract shall be as set forth in the DBE Certification (EXHIBIT 4) submitted with the Proposal which is selected, if any, for award of the Contract.

b) The identified goal for DBE subcontract participation in the Work is not the limit for DBE participation. Port Authority's intention is to encourage maximum DBE participation in all contracts. DBEs are particularly invited to submit Proposals for the RFP, either as the Proposer or as part of a joint venture.

c) In its Proposal, the Proposer must not only identify DBEs, but also explain how they will be integrated into the proposed plan for the Work. Inclusion of DBE participation will be accounted for in the proposal evaluation process.

d) DBEs identified by the Proposer in its Proposal must be Port Authority certified to be eligible towards the DBE goal. Proposers are encouraged to consider the utilization of DBE firms that are currently certified with Port Authority, as such firms are identified in Port Authority's DBE Directory. If the DBE being proposed for participation is not currently certified with Port Authority, or its certification has expired with Port Authority, the Proposer shall immediately contact Port Authority for assistance in advancing the DBE certification process for said DBE firm.

8

1.1.3 PROPOSAL REQUIREMENTS

1.1.3.1 GENERAL REQUIREMENTS

1) No later than the due date and time for Proposals set forth in the Solicitation Schedule (Section 1.1.1.4), each Proposer shall submit a letter of transmittal, a separately sealed Proposal Booklet, and a separately sealed Summary of Prices. Each Proposal shall be typed or completed in ink and if erasures or other changes appear on the Proposal, each erasure or change must be initialed by the person executing the Proposal. The Proposal shall be written in English and shall contain all of the documents required to be submitted by the RFP and no other documents. The same requirements shall apply to any BAFOs which may be requested and submitted.

2) Proposals will only be accepted from a Proposer, and not directly from any proposed subcontractor or supplier. Therefore, a Proposer shall work in close cooperation with its proposed subcontractors and suppliers.

3) Each Proposal shall consist of three (3) separate parts:

a) Letter of transmittal: One original and a copy bound in the Proposal Booklet. The letter of transmittal shall be no greater than two (2) pages in length and shall contain the following:

(i) The address and legal form of the Proposer. If the Proposer is a corporation, the Proposer shall identify its state or county of incorporation. If the Proposer is a joint venture or partnership, the Proposer shall identify the state or county under which laws it was formed;

(ii) The name, title, address and telephone and fax numbers of an individual who is authorized to execute the Proposal and bind the Proposer and to receive communications regarding the RFP on behalf of the Proposer;

(iii) The signature of the individual authorized to act on behalf of and bind the Proposer;

(iv) A statement that the Proposal shall remain in effect and not be withdrawn for 180 days after the due date for the Proposal;

(v) A statement acknowledging receipt of each and every addendum (each of which shall be separately listed) that Port Authority issued for the RFP;

(vi) A statement that rescinds any confidential, proprietary or other restrictive language that may impose any limitations on any material contained in the Proposal or on any other material which may be provided to Port Authority pursuant to the RFP process. The Proposer shall include the following statement in its letter of transmittal:

8

5) Buy America Requirements

a) This procurement is subject to the Buy America requirements set forth in 49 U.S.C. § 5323(j) and 49 C.F.R. Part 661. A Buy America Certificate (EXHIBIT 5, first page) must be completed and submitted with each Proposal. Proposals that are not accompanied by completed Buy America certifications shall be rejected as non-responsive.

b) If the highest ranked Proposer certifies compliance, then the Proposer must provide the following information within five (5) days of receiving a request from Port Authority in order for Port Authority to verify compliance prior to award, if any, of the Contract:

(i) listing of component and subcomponent parts of the coach identified by manufacturer of the parts, their country of origin and costs; and

(ii) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

The recommended Proposer shall submit this information in the format shown on the "Buy America Worksheet." If the recommended Proposer is not in compliance, Port Authority will request that the next highest ranked Proposer provide the necessary information. The successful Proposer will be required to update this information prior to acceptance of the coaches and equipment. Each Proposer understands and agrees that it is bound by its original certification and is not permitted to change its certification after the opening of the Proposals.

1.1.3.2 PROPOSAL BOOKLET

1) Each Proposer shall submit a Proposal Booklet, enclosed in a sealed envelope. The outside of the envelope shall have clearly indicated thereon the RFP title, the RFP number, Proposer's name and "Proposal Booklet." The Proposal Booklet shall contain the following sections: Overview of Proposer; Experience Record and Qualifications; Technical Proposal including a detailed technical description for each type of bus for which the Proposal is submitted and its systems and components and associated work and services for the buses, and an Organization and Management Plan.

2) Each Proposal Booklet must be complete, must specifically address all the requirements of subparagraph 1 above and must demonstrate compliance with all of the requirements of the Contract Documents. The Proposal Booklet shall also include an Appendix, which should be at the end of the Proposal Booklet and include any information required by the RFP to be included in the Appendix.

10

- 3) The Proposal Booklet shall be bound in three (3) ring binders without unnecessary frills, fancy bindings or other decorative or extraneous materials. Pages should be numbered consecutively (beginning with Page 001) throughout the entire Proposal Booklet and organized in the following fashion using tabbed, numbered separators for each section:

Cover: containing RFP title, the Proposer's name and "Proposal Booklet."

Letter of Transmittal: A copy of the letter previously described.

Table of Contents:

- Section 1 Overview of Proposer
- Section 2 Experience Record and Qualifications
- Section 3 Organization and Management Plan
- Section 4 Technical Proposal(s)
- Appendix The Appendix which shall only contain the materials that are required by the RFP to be included in the Appendix.

- 4) All measurements shall be submitted in English units. Metric dimensions may be provided in parenthesis.
- 5) The Proposal Booklet shall enable Port Authority to evaluate the Proposer and the subcontractor or suppliers that the Proposer proposes to use for the Work.
- 6) The requested information for the Proposal Booklet shall be set forth on 8.5 x 11 inch paper. A limited number of 8 x 17 inch fold-out drawings are permitted. Promotional brochures are not to be included, unless pertinent technical information is provided therein.
- 7) Twelve (12) copies, bound in three (3) ring binders, and one (1) unbound copy (suitable for reproduction) of the Proposal Booklet shall be provided by each Proposer.
- 8) The Overview of Proposer section of the Proposal Booklet shall contain or comply with the following:
- a) A concise description of the Proposer including organizational structure, subsidiary companies, identification of principals or parent companies, office locations and size and overall number of personnel by discipline. If the Proposer is a joint venture, the Proposer shall furnish this information for each entity forming the joint venture and clearly indicate the reason for the joint venture as it directly applies to the Work.
 - b) A requirement of the Contract Documents is that the Contractor shall maintain, during the duration of the Contract, an agent in Allegheny County, Pennsylvania authorized to accept notice and service of process on behalf of the Contractor.

11

- c) Financial information of the Proposer (separate statements for each entity forming a joint venture) which shall include: (i) audited financial statements that include balance sheets, statements of income and retained earnings and statements of expenses and cash flow for the last two (2) fiscal years, including notes to the financial statements; and (ii) if not independently audited, then internally prepared financial statements, certified as true and correct by the president and chief financial officer of the Proposer, together with credit references or other financial documentation as may be required in order to portray the financial soundness of the Proposer to Port Authority's satisfaction. All such financial information shall be prepared in accordance with United States Generally Accepted Accounting Principles or Canadian Accepted Accounting Principles. The Proposer shall include the financial information requested in this section in the Appendix to the Proposal Booklet.
- d) The "Certification of Proposer Regarding Debarment Suspension and Other Responsibility Matters" (EXHIBIT 6). The Proposer shall include the Certification in the Appendix to the Proposal Booklet. A Proposal which does not include the Certification may be considered non-responsive and ineligible for award of the Contract.
- e) The "Certification Regarding Lobbying" (EXHIBIT 7) and a Disclosure form (if required). The Proposer shall include the required Certification and Disclosure form in the Appendix to the Proposal Booklet. A Proposal which does not include the Certification may be considered non-responsive and ineligible for award of the Contract.
- f) The Proposer's Corporate Affirmative Action and Equal Opportunity Policy Statement. The Proposer shall state the date of adoption of this Policy. The Proposer shall include the requested Policy Statement in the Appendix to the Proposal Booklet.
- g) The "DBE Certification" (EXHIBIT 4). The Proposer shall include the Certification in the Appendix to the Proposal Booklet. A Proposal which does not include the Certification may be considered non-responsive and ineligible for award of the Contract.
- h) The Buy America Certification (EXHIBIT 5, first page). The Proposer shall include the Certificate in the Appendix to the Proposal Booklet. A Proposal which does not include the Certification may be considered non-responsive and ineligible for award of the Agreement.
- i) A statement that the bond(s) required by the Contract Documents can be obtained and evidence thereof through a letter of commitment from an underwriter confirming that the Proposer can be bonded for the requirements of the Contract Documents. See form of Performance Bond to be utilized for the Contract (EXHIBIT 14).
- j) A letter commitment, signed by an officer of any parent company of the Proposer, having authority to execute on behalf of said parent company, that the parent company will provide, as requested by Port Authority, a financial guaranty evidenced by a letter of commitment.

12

- k) The Proposer shall include a completed and executed "Certificate of Compliance with Bus Testing Requirements" (EXHIBIT 8) in the Appendix to the Proposal Booklet. All buses proposed to be, and actually provided, shall be capable of withstanding the conditions encountered in providing transit service in Port Authority's service area. The Proposer must submit proof in the form of an original bound or copy of the original bound report, along with any variances, that the proposed buses, in the identical configuration it proposes to supply, have been tested at the Pennsylvania Transportation Institute Bus Testing Facilities (PTI) in Altoona, Pennsylvania. The minimum service life category for each such bus shall be twelve (12) years. Each Proposer shall submit, with the report, written responses to each item listed under the unscheduled maintenance section of the STURAA report satisfactory to Port Authority to establish that any problems that arose in testing have been eliminated.
- l) The Proposer shall include a completed and executed "Form for Proposal Deviation" (EXHIBIT 2) in the Appendix to the Proposal Booklet identifying all exceptions, conditions, reservations and understandings as set forth in Section 1.1.2.6.
- m) If the Proposer is a joint venture, the Proposer shall include a copy of any written contract, agreement or understanding which exists between the entities forming the joint venture in the Appendix to the Proposal Booklet. If no written contract, agreement or understanding exists, then the Proposer shall include, in the Appendix, a written statement explaining how the joint venture will fulfill the requirements of the Contract Documents which explanation shall fully discuss and identify the responsibility of each entity forming the joint venture for performing the Work.
- n) Each Proposer may also be required to submit additional financial information and other information as may be requested by Port Authority.
Each of the certificates and other exhibits which are completed and submitted by a Proposer shall be binding upon the Proposer, if any, accepted for award of the Contract.
- 9) The Experience Record and Qualifications section of the Proposal Booklet shall contain and comply with the following:
 - a) A complete, concise and accurate description of the Proposer's and its proposed subcontractors' and suppliers' experience in designing, engineering and manufacturing transit buses/coaches and providing parts and services similar to those required by, and described in, the Contract Documents, including, but not limited to, a list of all contracts, within the past five (5) years, for which such work was performed. This description shall be adequate to enable Port Authority to determine that the Proposer and its proposed subcontractors and suppliers have designing, engineering, management and service organizations with sufficient personnel and requisite disciplines, licenses, skills, experience and equipment to complete the requirements of the Contract Documents and can satisfy any engineering or service problems that may arise during the warranty periods. Also, the description shall establish that the Proposer and its proposed subcontractors and suppliers have adequate manufacturing facilities and personnel sufficient to complete the Work on schedule.

13

- b) Particular emphasis should be placed on those projects performed by Proposer's and its proposed subcontractors' and suppliers' personnel, offices and staff to be assigned to the Work. The Proposer's and its proposed subcontractors' and suppliers' qualifications and ability to perform the Work should be clearly defined.
- c) The Experience Record and Qualifications section should only include work directly applicable to the Contract, should be contract specific and should include the following information for all such relevant work:
 - (i) Name, address and telephone number of customer's project manager or contracting officer;
 - (ii) The status of the contract and of the Proposer's or its proposed subcontractor's or supplier's work on the contract;
 - (iii) The Proposer's or its proposed subcontractor's or supplier's specific involvement in the contract;
 - (iv) The Proposer's or its proposed subcontractor's or supplier's project manager and staff on the identified projects who will be used by Proposer or its proposed subcontractor or supplier to support the Work;
 - (v) The contracted value of the identified projects and the Proposer's or its proposed subcontractor's or supplier's percentage of the work for the projects;
 - (vi) Evidence of satisfactory performance and integrity on prior contracts and making deliveries on time, meeting the specification and warranty provisions and parts availability; and
 - (vii) A specific identification of any and all judgments, liens, fleet defects history and warranty claims which arose from such work and the steps which the Proposer took for resolution, including client references.

If the Proposer is a joint venture, it shall furnish the above information for each entity forming the joint venture. The above requested information for proposed subcontractors and suppliers is limited to subcontract or agreements for this Contract which the Proposer anticipates will have a value in excess of \$100,000.
- d) Each Proposer shall submit evidence that it:
 - (i) Is an entity with a minimum of five (5) years continuous experience current to the present date in designing, engineering and manufacturing transit buses/coaches and providing parts and services similar to those required by, and described in, the Contract Documents. If the Proposer is a joint venture, it shall submit evidence that each entity forming the joint venture has such experience;

14

- (ii) Has qualified supervisory-level personnel whom the Proposer shall assign to the Work; and
 - (iii) Has a record of bonding ability in the United States, continuous for five (5) years prior to the submission of the Proposal. If a joint venture, all entities forming the joint venture must comply.
- 10) The Technical Proposal sections of the Proposal Booklet shall contain or comply with the following for each type of bus for which the Proposer submits its Proposal (i.e., if the Proposer submits a Proposal for the 40 foot, low floor bus and the 60 foot, low floor articulated bus, then the Proposer shall submit a Technical Proposal for each type of bus):
- a) The Technical Proposal shall be clear and concise and fully enable Port Authority to evaluate the compliance to the functional and other requirements of the Contract Documents and the reliability of the subsystems and components identified in the Technical Proposal. Review and evaluation by Port Authority of a Technical Proposal shall not relieve the Contractor, who submitted the Technical Proposal, from its obligations to comply with the Contract Documents.
 - b) The Technical Proposal shall be organized and numbered as indicated below. Tabs shall be included in each copy to separate each section.
 - (i) Table of Contents;
 - (ii) I. Title Page
 - (iii) II. Past Experience (items (i) through (vi) as indicated below in Subsection (g)).
 - (iv) III. Technical Characteristics (Subsection (h) below).
The information supplied for each item shall be contained within its respective tab.
 - (v) IV. Other information required to be included in the Technical Proposal by this subsection 1.1.3.(10), but which is not encompassed within II or III above.
 - c) The sections and subsections of the Technical Proposal shall be arranged so that they reflect the format of the relevant Technical Specifications sections. Each section shall address each of the requirements in order, and explain how each requirement is met by the proposed design. General statements or overall descriptions may be used to supplement the material presented. The format, style and integrated nature of each submittal shall reflect the fact that it is being submitted by the Proposer rather than by a proposed subcontractor or supplier.

15

- g) The Technical Proposals must establish that:
 - (i) all proposed subsystems, components, parts and equipment are physically compatible with the specifics of the Proposer's design in regard to mechanical interfaces such as mounting, maintenance access, ventilation, etc. and has no negative impact on the areas noted below;
 - (ii) the proposed subsystems, components, parts and equipment meet all requirements of the Technical Specifications and the other sections of the Contract Documents, including but not limited to the maintenance, warranty and reliability requirements. If the Proposer proposes to use any subsystems, components, parts or equipment, other than those specifically identified in the Contract Documents and to seek approval as an "Approved Equal," then the Proposer shall specifically identify all such subsystems, components, parts and equipment on the "Alternate Component and Subsystems List" (EXHIBIT 9) and attach it as an exhibit to the Technical Proposal;
 - (iii) the Proposer has a full understanding of the requirements of the Contract Documents and of Port Authority's operating and maintenance environment and conditions;
 - (iv) the weight and performance requirements of the Contract Documents will be met using the proposed designs;
 - (v) by means of suitably detailed drawings, the proposed subsystems, components, parts and equipment can be mounted on and integrated with all pertinent aspects of the proposed designs; and
 - (vi) the Proposer has a spare parts procurement and distribution system sufficient to support equipment maintenance without delays and a service organization with skills, experience and equipment sufficient to perform all warranty and on-site work.
- h) For each subsystem listed below in Subsection i, the Proposer shall identify any proposed subcontractor or supplier. In addition, for each subsystem listed in Subsection i below, the experience history of the Proposer and the proposed subcontractor or supplier with similar equipment shall be provided, including the following:
 - (i) where used;
 - (ii) number of units used;
 - (iii) years of use; and
 - (iv) a reference, including individual's name, address and telephone number at each location where used.

17

- d) The Technical Proposal shall address all systems, support, management, testing and system assurance requirements as set forth in the Contract Documents which shall include discussion of the following:
 - (i) The Proposer shall provide a description of how the various systems support requirements contained in the Technical Specifications shall be met.
 - (ii) The Proposer shall describe how the testing required by the Contract Documents is to be accomplished and shall provide:
 - (A) An outline of any baseline tests recommended in addition to those specified in the Contract Documents.
 - (B) A proposed master test plan describing the Proposer's proposed approach for testing the buses and the proposed number of persons to be dedicated to monitoring and enforcing the proposed test plan.
 - (C) A list of proposed tests for the components, subsystems, systems and buses that support the scheduling requirements for the Contract.
 - (D) A proposed master inspection plan describing the Proposer's proposed approach to inspecting the Work and the proposed number of persons to be dedicated to monitoring and enforcing the proposed plan.
 - (E) A proposed test and inspection procedure submittal plan to support the anticipated testing and inspection dates, which complies with the scheduling requirements for the Contract.
- e) Specific identification of all proposed subcontractors and suppliers of subsystems and components shall be provided in the Technical Proposal. A listing of the proposed subcontractor's and supplier's names, addresses and telephone numbers shall be included, as well as a listing of other users of the identical or similar products, in the Appendix to the Proposal Booklet. The listing shall also include, for each proposed subcontractor, the tasks each will perform, the percentage of the Work to be performed by each, their qualifications to perform the tasks, and the reason the tasks are proposed to be subcontracted.
- f) In addition to the other data required by the RFP to be provided for a proposed subcontractor or supplier, the Proposer shall submit the name, address and location of the manufacturing facility of each proposed subcontractor and supplier of a subsystem.

16

- i) The subsystems and other items of Work which the Proposer shall specifically address in the Technical Proposal and the types of information which shall be provided are set forth below. In addition to the requirements set forth below, the Proposer shall provide to Port Authority's satisfactory sufficient technical detail and data to convey the total and complete design of each type of bus for which a Technical Proposal is submitted.
 - (i) For each subsystem for each type of bus, the Proposer shall provide sufficient functional descriptions, drawings and material properties to allow Port Authority to determine the following:
 - (A) dimensional outlines and relationships, including fit and clearance for each type of bus and within Port Authority's system;
 - (B) use of proper, wear resistant and corrosion resistant, materials;
 - (C) compliance with Federal, state and local laws and regulations, including ADA requirements;
 - (D) identification of subsystems' suppliers, including the relevant information for their proposed subsystems as described herein; and
 - (E) total integration of each subsystem or component within the overall design of each type of bus.

To the extent possible, specific design data and proposed manufacturing methods for each type of bus shall be provided as part of the Technical Proposal.
 - (ii) The Proposer shall review each section of the Technical Specifications for the buses and provide detailed information sufficient to establish how it proposes to comply with the requirements of each of the following:
 - (A) system description;
 - (B) system requirements;
 - (C) body;
 - (D) chassis;
 - (E) engine;
 - (F) transmission;
 - (G) suspension system;

18

- (H) brakes;
 - (I) cooling system;
 - (J) heating, ventilating and air conditioning systems;
 - (K) lighting;
 - (L) doors;
 - (M) passenger and driver areas;
 - (N) electrical systems;
 - (O) testing and inspection; and
 - (P) materials and workmanship.
- j) Review and approval of the subsystems proposed in the Technical Proposal will also be based, in part, on the operating experience of previous users and test results of the proposed subsystems in transit service.
- k) Review and approval of the subsystems proposed in the Technical Proposal will also be based, in part, on whether the equipment is service-proven, or if non-service proven, whether sufficient information is submitted to otherwise establish the capabilities to meet the requirements of the Contract Documents.
- l) Review and approval of subsystems proposed in the Technical Proposal will also be based, in part, on a demonstration, satisfactory to Port Authority, that the subsystems are compatible with Port Authority's system and maintenance facilities, equipment and practices.
- m) The identification of a representative from the Proposer who will be responsible for assisting Port Authority in regard to service and spare parts as well as the identification of the location of the nearest distribution center which shall furnish a complete supply of spare parts and components for the repair and maintenance of the buses.
- n) Detailed information sufficient to demonstrate spare parts availability over the previous three (3) years from the date of the Proposal which shall include the number of orders placed and the number of orders delivered in full within one (1) days, five (5) days, fifteen (15) days, and thirty (30) days of the required delivery date.
- o) A sample vendor cross-reference list meeting the requirements of Section 5.5.3.6 of the Technical Specifications. Also, a detailed spare parts list supplied to a recent customer which meets the requirements of Section 5.6.2 of the Technical Specifications.

19

- d) A description of the process and documentation to manage the Work and multi-party communication between proposed subcontractors and suppliers. The Proposer shall clearly describe the proposed role and detail interactions with all proposed subcontractors and suppliers.
- e) A description of the in-plant quality assurance organization and program, as required by Section 3 (Quality Assurance), which the Proposer proposes to use for the performance of the Work. Also, each Proposer shall include in the Appendix, a copy of the Quality Assurance Program, the Quality Assurance Manual and the organizational chart for their Quality Assurance Department as set forth and described in Section 3 (Quality Assurance).
- f) A list of locations for the major engineering, manufacturing and installation portions of the Work and how the Proposer plans to handle local coordination of the Work. In particular, each Proposer shall identify the facility to be used for final assembly of the buses.
- g) Evidence that the proposed subsystems, components, equipment and parts shall meet all of the maintenance intervals specified in the Contract Documents.
- h) Provide evidence to establish that the Proposer and proposed subcontractors have adequate human and facility resources available to perform the Work and all required warranties.
- i) Resumes for members of the proposed management team and senior technical people. Resumes shall be complete, concise and accurate containing information on education, background, related experience, accomplishments and other pertinent information. All relevant job experience over the past ten (10) years including position held, primary responsibilities and length of employment for each position. The Proposer shall include the resumes in the Appendix.
- j) A letter signed by the Proposer's President or Chief Executive Officer guaranteeing that the identified members of the management team and key technical personnel identified shall be assigned to the Work, unless their employment is terminated. Proposer shall include the required letter in the Appendix.
- k) A description of how the training program will be performed for the Work, which shall include a description of the tasks to be accomplished, how scheduled to accomplish the tasks, organizational responsibility and a list of deliverables. The Proposer shall also provide a list of training programs that have been provided on similar projects.

21

- p) A quantitative evaluation of the spare parts that the Proposer normally maintains in stock for buses of a design similar to that being proposed in the Proposal.
- q) A detailed listing of all special tools and diagnostic equipment that the Proposer proposes to supply to satisfy the requirements of the Contract Documents. The Proposer shall include a lump sum and itemized costs for the special tools and diagnostic equipment on the Summary of Prices.
- r) As part of the Technical Proposal, the Proposer shall set forth all warranty information over and above that required by the Contract Documents and shall describe its policy on warranties, both on service, workmanship and material. The Proposer shall submit evidence of satisfactory performance and integrity on contracts including meeting warranty provisions. Any and all judgments, liens, fleet defect history and warranty claims shall be listed together with the steps the Proposer took for resolution.
- s) As part of the Technical Proposal, the Proposer shall demonstrate the ability to meet or exceed reliability and maintenance requirements, suitability of test equipment, quality of manuals and the effectiveness of any proposed training program.
- t) A Technical Proposal Worksheet (EXHIBIT 10) shall be completed in its entirety for each type of bus for which the Proposal is submitted and attached as an exhibit to the Technical Proposal.
- u) A "Motion Vehicles Safety and Pollution Standards Certification" (EXHIBIT 15) shall be completed in its entirety for each type of bus for which the Proposal is submitted and attached as an exhibit to the Technical Proposal. Also, the Contractor shall submit, post delivery, a "Motor Vehicle Safety and Pollution Standards Certification (EXHIBIT 16).
- 11) The Proposer shall submit a detailed proposed Organization and Management Plan to be followed in the execution of the Work. The Proposer must therein demonstrate sufficient understanding of the management techniques required for Proposer's implementation and control of the Work. At a minimum, the following items must be discussed in the Organization and Management Plan section:
- a) An organization chart showing key individuals and their departments. The chart shall include all proposed subcontractors and suppliers and their key individuals.
 - b) A proposed Schedule for the Work, with key milestones and events emphasized. The proposed Schedule shall reflect all of the Work being completed by January 1, 2012. A Proposer offering earlier delivery will be scored higher in regard thereto. The proposed Schedule shall also include, at a minimum, design review(s), approval cycle, first article tests, pre-production and production units, testing, training, spare parts and manual delivery, and warranty periods. The Proposer shall identify the critical path.
 - c) A description of how the Proposer recommends avoiding or minimizing cost increases for the Work and schedule delays.

20

1.1.3.3 SUMMARY OF PRICES

- 1) The Summary of Prices shall not be included in the Proposal Booklet. The Summary of Prices shall be enclosed in a separately sealed envelope. The outside of the envelope shall have clearly indicated thereon the RFP title, the RFP number, the Proposer's name and "Summary of Prices." Twelve (12) copies shall be submitted.
- 2) The Summary of Prices shall be furnished utilizing the form which follows as Exhibit "11" and must be completed in its entirety.
- 3) The Proposer shall be liable for the payment of all sales, international, Federal, state, local and other taxes and duties applicable to complete the Work.
- 4) With the Summary of Prices, the Proposer shall list items for consideration that will result in a cost reduction for the buses, equipment and other items of Work covered by the Contract Documents. Such items should be of the type that would result in a reduced cost while maintaining the required level of quality without reducing the functionality or reliability of the buses, equipment or other items being proposed. The items proposed may include, but not be limited to, risk mitigation, alternative payment plans, variations to warranty clauses or others. Items for consideration shall be individually listed on the "Form for Cost Reduction Opportunities" (EXHIBIT 12) and should be included in the envelope with the Summary of Prices.
- 5) Port Authority reserves the right, at its option, to order up to one hundred twenty-five (125) additional 60 foot, low floor articulated coaches and/or five hundred (500) additional 40 foot, low floor coaches and corresponding equipment for delivery as specified by Port Authority, over the five (5) year period beginning upon the date of the issuance of the Notice to Proceed. The cost of such coaches and equipment shall be the price for each type of coach and equipment set forth in the Summary of Prices submitted with the Proposal plus an inflation factor which will be calculated utilizing the Producer Priced Index ("PPI"), 1413, Truck and Bus bodies based on the following formula:

40-Foot Transit Type Coaches -- Option Quantity: 500.
60-Foot Transit Type Coaches -- Option Quantity: 125.

$$\text{Cost per Coach} = (\text{Unit Price for Item 1}) \times (\text{P. P. I. at date of Option}) / (\text{P. P. I. at date of Notice to Proceed})$$

Such additional coaches and equipment will be manufactured and delivered in accordance with the Contract Documents. All provisions of the Contract Documents apply to any option order. All deliverables listed in the Technical Specifications or elsewhere in the Contract Documents shall be supplied if the option purchase is exercised by Port Authority. These deliverables shall include, but not be limited to: major component packages, spare parts, test equipment, manuals, drawings, and special tools (as described in the Contract Documents).

22

