

Council Meeting of  
June 9, 2009

Honorable Mayor and Members  
of the City Council  
City Hall  
Torrance, California

**Members of the City Council:**

**SUBJECT: Transit – Authorize a Bus Purchase Contract with New Flyer of America**

**Expenditure: Not to exceed \$6,500,000**

**Ref: RFP NO. 06-01 (Cooperative Procurement Pilot Program City of Montebello)**

**RECOMMENDATION**

Recommendation of the Transit Director that City Council approve a Contract with New Flyer of America, of St. Cloud, Minnesota, to purchase 10 Hybrid Gasoline-Electric Buses at a cost not to exceed \$6,500,000.

**FUNDING**

Funding is available in federal capital grants CA-04-0063, CA-90-Y643, and the American Recovery and Reinvestment Act (ARRA) Grant CA-96-X026.

**BACKGROUND**

In September of 2006, the City of Torrance Transit Department, along with several other transit agencies and cities, entered into a Cooperative Procurement Pilot Program (CPPP) with the City of Montebello to acquire buses (the City of Montebello RFP NO. 06-01). The CPPP allowed all participating agencies to buy buses at a discounted price, requiring only a 10% local match, rather than a traditional 20% match as mandated by the Federal Transit Administration. New Flyer of America was awarded this project.

The Torrance Transit Department was allotted 10 vehicles per the CPPP, with the option of up to 12 additional vehicles. Transit now wishes to acquire the first 10 vehicles.

**ANALYSIS**

The Transit Department is undergoing a three phase Fleet Modernization Project that will replace all of its existing diesel powered buses with hybrid and alternative fueled buses by FY2015. The attached contract with New Flyer of America (ATTACHMENT A) is to

procure the first 10 new buses under this project at a cost not to exceed \$650,000 per vehicle or \$6,500,000 for the entire order (after taxes and delivery). Per the CPPP the buses will be manufactured out of a plant in St. Cloud, Minnesota and over 80% of the parts and components needed to build the buses will come from American based companies (i.e. – American Steel, General Electric, Ford Motor Company, American Seating, the ISE Corporation, Motorola, Firestone Tires, etc.). The vehicles will be Gasoline-Electric Hybrids (GE40LF), 41 feet in length and comfortably seat up to 38 passengers. The buses will also comply with all American's with Disabilities Act (ADA) requirements.

Funding to procure the vehicles are as follows:

GRANT	SOURCE	AMOUNT
CA-04-0063	FTA 5309 Grant*	\$1,327,616
CA-90-Y643	FTA 5307 Grant*	650,115
CA-96-X026	ARRA Grant	\$4,522,269
TOTAL FUNDING		\$6,500,000

\* - These two federal grants require a 10% local match, which is already included in the total amount. The ARRA Grant does not require a local match. Therefore, Transit's local match contribution to this project is \$197,773.

All the vehicles purchased under the CPPP (City of Montebello RFP NO. 06-01) meet the Torrance Municipal Code for Cooperative Purchases, (Section 22.3.15), (EXCEPTIONS COOPERATIVE PURCHASES) states:

"a) The provisions of this Article will not apply to purchases made pursuant to any cooperative governmental purchase program, which purchases will be made in accordance with such procedures and regulations as shall be established by the City Manager.

b) For the purposes of this Section, the term cooperative governmental purchase program means any combination between the City of Torrance and any other public agency or public agencies for the joint purchase of property or services".

Gasoline-Electric Hybrid buses are the cleanest powered buses currently available on the market – out performing even Compressed Natural Gas (CNG) and Liquid Natural Gas (LNG) buses when it comes to reducing NOx and CO<sub>2</sub> emissions. The purchasing of "Greener" buses meets all of the federal provisions for capital acquisition, and supports the American Recovery and Reinvestment Act goals to quickly stimulate the economy and to protect and create jobs.

These hybrid buses will also meet or exceed all State and local requirements regarding vehicle emissions for the foreseeable future.

Respectfully submitted,

  
\_\_\_\_\_  
Kim Turner  
Transit Director

Concur:

  
\_\_\_\_\_  
LeRoy J. Jackson  
City Manager

Attachment: A) Bus Purchase Contract with New Flyer of America



PURCHASE AGREEMENT BY AND BETWEEN  
THE City OF TORRANCE AND NEW FLYER OF  
AMERICA INC

THIS PURCHASE AGREEMENT ("Agreement") is made and entered into this 9th day of June, 2009, by and between the City of Torrance, a California municipal corporation (hereinafter referred to as the "City"), and New Flyer of America Inc., a North Dakota corporation (hereinafter referred to as "New Flyer"). City and New Flyer are sometimes collectively referred to herein as the "Parties."

RECITALS

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.

B. New Flyer is incorporated in the State of North Dakota and legally authorized to do business in the State of California. New Flyer represents it has the background, knowledge, experience and expertise necessary to provide the City with the "Gasoline Hybrid Electric Powered Low Floor Transit Buses" set forth in this Agreement.

C. City seeks to purchase from New Flyer, and New Flyer desires to sell to the City, ten (10) forty-foot (40') Gasoline Hybrid Electric Powered Low Floor Transit Buses with an option for twelve (12) additional forty-foot (40')(Gasoline Hybrid Electric Powered Low Floor Transit Buses (collectively referred to herein as either "Buses" or "Vehicles") for the City of Torrance as further described in the Cooperative Procurement Pilot Program Request for Proposals ("RFP") No. 06-01 entitled "Procurement of 40 ft. and 35 ft. Low Floor Hybrid/Electric Buses."

D. City's Transit Department (or the Torrance Transit System) operates a transit fleet of 52 buses . The Torrance Transit Fleet Modernization Project calls for the replacement of 52 Torrance buses which will have provided (on average) 16 years of service at the time of replacement. These vehicles will have exceeded the federal requirement for life expectancy and are in need of replacement.

E. The South Coast Air Quality Management District ("SCAQMD") and the Air Resource Board ("ARB") currently prohibit the City from purchasing diesel vehicles because they do not meet SCAQMD or ARB standards for pollutants. Alternative fuel vehicles include hybrid gasoline electric, compressed natural gas (CNG) and liquid natural gas (LNG). The Transportation Department has elected to purchase hybrid gasoline electric buses (HGEB) because this type of power system will provide cost savings in relation to fuel consumption, due to improved fuel economy over a CNG bus, and in addition, there are no changes to the infrastructure required to accommodate this technology. The HGEB has the lowest emissions of all current heavy-duty transit buses in use today and noise levels from the power system are reduced significantly.

This technology is the first step toward fuel cell buses and has prompted other agencies to move in this direction including Gardena Municipal Bus Lines, Montebello Bus Lines, Long Beach Transit and Torrance Transit Systems.

F. On May 24, 2006, Montebello Bus Lines ("MBL") was selected as a lead agency to participate in the Federal Transit Administration ("FTA") Cooperative Procurement Pilot Program to purchase approximately 150 35-foot and 40-foot hybrid gasoline electric buses. This pilot program was established to develop, refine, and prove innovative procurement practices that provide significant benefits to the public transit industry.

G. City entered into an MOU with MBL and other transit agencies on October 3, 2006, to establish a framework for carrying out this joint procurement of buses utilizing the "consortium approach" as permitted under FTA Circular 4220.1E, Third Party Contracting Requirements. The consortium is made up of the following agencies: Montebello Bus Lines, El Dorado County Transit Agency, Torrance Transit, Norwalk Transit, Long Beach Transit, Napa County Transportation Planning Agency and Fresno Area Express.

H. Specifications and other project documents for the purchase of low-floor hybrid gasoline electric transit buses were developed in conjunction with the consortium members and specified in Request for Proposals (RFP) No. 06-01, Procurement of 40 ft. and 35 ft. Low Floor Hybrid/Electric Buses. This joint procurement, which followed the Federal third-party contract clauses and requirements, provided for the consortium members to purchase vehicles at the same submitted unit proposal price, adjusted for minor changes. This is multi-year delivery procurement over four (4) years.

I. MBL issued the RFP on November 2, 2006, and advertised in the Montebello News on November 2 and 9, 2006. It was also advertised online at the City of Montebello's website as well as METRO Magazine which is a transit industry publication. The RFP was sent out electronically to bus manufacturers and related vendors (13 total). The RFP was also available for mailing upon request.

J. On February 2, 2007, the technical selection committee made up of representatives from Long Beach Transit and Montebello met to evaluate New Flyer's technical proposal and found it to meet the RFP's specifications and requirements. The evaluation criteria consisted of technical design, lead-time, training, warranty, qualifications and resources.

M. A negotiated procurement for the purchase of low floor hybrid gasoline electric buses in response to the RFP was successfully accomplished between MBL and New Flyer.

N. All of the rolling stock federal requirements have been met by New Flyer, including certifications of compliance with Buy America, Federal Motor Vehicle Safety Standards, Bus Testing, Pre-Award and Post-Delivery Audits. The Buy America requirements specify that the cost of components and subcomponents produced in the

United States must be more than 60 percent of the cost of all components and final assembly must take place in the United States. The hybrid electric buses' frame and flooring will be made in Canada and final assembly will take place in Crookston, Minnesota.

O. The submitted proposal price was at a cost not to exceed \$511,196 per vehicle for 40-foot buses (please see Attachment A). City requested several changes beyond the most recent vehicle specifications totaling \$81,059 per vehicle, for a total unit cost not to exceed \$592,255. Please note this is only the price per vehicle (prior to taxes and delivery) and does not include other vehicles options and equipment that the City may later purchase – which will be billed and paid for separately.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, City and New Flyer agree as follows:

**1. INCORPORATION OF RECITALS AND EXHIBITS.**

The above "Recitals" are true and correct and constitute a material part hereof, and shall hereby be incorporated by reference as though fully set forth herein. The "Exhibits" of this Agreement constitute a material part hereof, and are hereby incorporated by reference as though fully set forth herein.

**2. PURCHASE OF TEN 40-FOOT GASOLINE HYBRID ELECTRIC POWERED LOW FLOOR TRANSIT BUSES WITH OPTION TO PURCHASE TWELVE 40-FOOT GASOLINE HYBRID ELECTRIC POWERED LOW FLOOR TRANSIT BUSES ASSIGNED FROM CITY OF FRESNO AND EL DORADO (contingent of Fresno and El Dorado accepting release of options)**

**2.1. Bus Specifications**

Specifications and other project documents for the purchase of the subject Buses were developed by City in conjunction with other municipal bus operators, including but not limited to MBL as part of Cooperative Procurement Pilot Program RFP No. 06-01 (hereafter "RFP No. 06-01"), and advertised on November 2 and 9, 2006.

The following documents are incorporated into this Agreement by reference: RFP No. 06-01, and all referenced Specifications ("Specifications"), details, standard drawings, and appendices; adjustments to the Specifications specific to the 40- and 35-foot buses the City may purchase; all required bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits; and any and all addenda or supplemental agreements clarifying the purchase contemplated herein as may be required to ensure its receipt in acceptable manner (collectively referred to as the "Contract Documents.").

For the purpose of this Agreement, should there be any inconsistency or conflict regarding contract provisions that would apply to this Agreement, the following order of precedence shall apply:

1. Purchase Agreement;
2. Revised Best and Final Offer
3. RFP 06-01 New Flyer's Proposal
4. Addenda Issued by City of Torrance
5. RFP 06-01 "Procurement of 40 and 35 feet Low Floor Hybrid/Electric, Part 5, Technical Specifications
6. RFP 06-01 "Procurement of 40 and 35 feet Low Floor Hybrid/Electric Parts 1, 2, 3, and 4 (Request for Proposals, Offer & Award, General Contractual Provisions, Quality Assurance Provisions and Warranty Provisions)

As set forth in Request for Proposals No. 06-01 included in the Revised "Best and Final Offer" (Exhibit A), the Gasoline Hybrid Electric Powered Low Floor Transit Buses shall contain, in pertinent part, the following:

**2.2. All New Materials and Parts.** New Flyer shall utilize and incorporate all new material and parts into each of the equipment purchased pursuant to this Agreement.

**2.3. Workmanship.** New Flyer covenants with the City to furnish its best skill, judgment and efforts and to cooperate with the City and any other consultants engaged by the City to perform its duties and obligations under this Agreement. Workmanship throughout the performance of this Agreement shall conform to the highest standard of commercially reasonable practice of work.

New Flyer acknowledges the provisions of the California State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that Code, and certifies compliance with such provisions. All services required under this Agreement will be performed by New Flyer, or under its supervision, and all personnel shall possess the qualifications, permits, and licenses required by the State and local law to perform such services. In addition, New Flyer agrees to comply with all applicable laws and regulations (whether federal, state or local) relating to performance of services under this Agreement and completion of the Project.

New Flyer shall be solely responsible for the satisfactory work performance of all personnel engaged in performing service required by this Agreement, and compliance with all reasonable performance standards established by City. New Flyer shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. New Flyer shall indemnify and hold harmless the City from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.

### **3. COMPENSATION.**

**3.1 Pricing** As full compensation for all of the equipment, goods and services set forth in this Agreement, the City shall pay and New Flyer agrees to accept, the

prices set forth in the Revised "Best and Final Offer" attached hereto as Exhibit A. The total amount of the compensation shall not exceed the sum of \$592,255 per vehicle, plus in recommended spare parts/diagnostic tooling package, for 40-foot buses. City shall pay New Flyer within thirty (30) days of receipt by City of invoice for the Buses and full acceptance of the Buses by the City.

### **3.2 Purchase Price as Full Compensation**

City shall pay and New Flyer shall accept the amounts set forth in the price schedule as full compensation for all costs and expenses of completing the Work in accordance with this Agreement, including but not limited to all labor and material required, overhead, expenses, storage and shipping, risks and obligations, taxes (as applicable), fees and profit, and any unforeseen costs. Said compensation shall also cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress and completion of the work, and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

### **3.3 Time of Payment**

City shall make payments for Buses at the unit prices itemized in the Revised Best and Final Offer, attached hereto as Exhibit A within thirty (30) calendar days after the delivery and acceptance of each Bus and receipt of a proper invoice. In the event that a Bus does not meet all requirements for acceptance, the City may, at its exclusive option, "conditionally accept" the Bus and place it into revenue service pending receipt of New Flyer of furnished materials and/or labor necessary to effectuate corrective action for acceptance of the Bus. For any conditionally accepted Bus, the payment shall be reduced by an amount to be withheld equal to twice the estimated cost for parts and labor for the corrective action, and paid upon corrective action by New Flyer.

City shall make payments for spare parts and/or equipment at the unit prices itemized in the price schedule within 30 (thirty)-calendar days after the delivery and acceptance of said spare parts and/or equipment and receipt of a proper invoice.

City shall make a final payment within 30 (thirty)-calendar days of receipt of a final proper invoice and the following:

1. Delivery and acceptance of all deliverables, including manuals and other documentation required by this Agreement, excluding training.
2. Rectification of any deficiencies found during the acceptance of Buses.
3. New Flyer provision of any certifications as required by law and/or regulations.
4. Completion of post delivery audits required under the Agreement.

**4. DELIVERY AND ACCEPTANCE SCHEDULE.**

New Flyer shall deliver and ensure acceptance of all of the Buses in a timely manner, in accordance with the following schedule:

<i>ITEM</i>	<i>COMPLETION DATE</i>
Delivery of 10 buses comprised of 40-Foot Low Floor Hybrid Electric Gasoline Powered Buses	June 30, 2010
Delivery of an additional 12 buses comprised of 40-Foot Low Floor Hybrid Electric Gasoline Powered Buses	TBD
City Acceptance	15 days after Delivery of each bus to City

All of the goods, equipment and services shall be furnished and delivered to the Torrance Transit Yard (at 20500 Madrona Avenue, Torrance, CA 90503), in first class condition, complete and ready for service for the Torrance Transportation Department. New Flyer shall assume all costs and responsibility for delivery.

An extension of the period for completion shall be granted by The City of Torrance for reasons outside the control of New Flyer. New Flyer shall request an extension by notifying City in writing at least fifteen (15) days prior to the expected Completion Date.

No extension of time requested or granted hereunder shall entitle New Flyer to additional compensation unless, as a consequence of such extension, additional work must be performed and such additional work is approved in writing by City. In such event, City shall in good faith consider any request for additional compensation submitted by New Flyer.

**4.1 Liquidated Damages**

New Flyer's Obligations: New Flyer recognizes and acknowledges that failure on the part of New Flyer to complete the work in a timely manner can cause irreparable harm to City's operation of the Torrance Transit. It is mutually understood and agreed by and between the Parties to the Agreement that time is of the essence with respect to the completion of the Work and that in case of any failure on the part of the New Flyer to complete the Work within the time specified in "Delivery Schedule" (Section 4), except for any excusable delays as provided therein or any extension thereof, City will be damaged thereby. Therefore, a fixed charge of \$300.00 per calendar day per bus shall be deducted from the invoice as liquidated damages for each bus not delivered in service ready condition as inspected by City at the time of acceptance. The City will be relying upon New Flyer's in-house ISO 9001 process

program to ensure that the buses upon delivery will be in compliance with all specifications and meet the California Code of Regulations (CCR), Title 13, et al.

New Flyer hereby agrees to pay the aforementioned amounts as fixed, agreed and liquidated damages, and not by way of penalty, to City and further authorizes City to deduct the amount of the damages from money due New Flyer under this Agreement, computed as aforesaid. If the monies due New Flyer are insufficient or no monies are due New Flyer, New Flyer shall pay City the difference or the entire amount, whichever may be the case, within 30 (thirty) calendar days after receipt of a written demand by the City.

City's Obligations: The City's contractual obligations to New Flyer shall be limited to the payment of the Compensation provided for in this Agreement. In no event shall the City be liable for any special, consequential, indirect or incidental damages arising out of or in connection with this Agreement unless otherwise specified herein.

#### **5. TRAINING.**

New Flyer shall provide training to the City's transportation personnel to ensure proper operation and maintenance of Buses. New Flyer shall also provide on-site technicians to commission equipment for initial operations. Training dates to be determined by City Montebello.

#### **6. WARRANTY.**

As set forth in Contract Deliverables, Warranties Included in Bus Price of the Best and Final Offer specified in Exhibit A, New Flyer hereby warrants and guarantees to the City that all of the goods and equipment of the Buses shall be free from defects in material and workmanship for the periods specified in Exhibit A with respect to the entire Bus, subsystems and/or components.

#### **7. NONDISCRIMINATION.**

In the performance of this Agreement, New Flyer represents and agrees that New Flyer, it affiliates, subsidiaries, or holding companies do not and will not discriminate against any subcontractor, consultant, employee, or applicant for employment because of race, creed, color, religion, national origin, ancestry, sex, marital status, age, sexual orientation, handicap, or disability, in accordance with the requirements of state and federal. Such discrimination shall include, but not be limited to, the following: employment, upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

#### **8. SUBCONTRACTOR.**

New Flyer shall not subcontract any portion of the services to be performed under this Agreement without the prior written consent of the City. Subcontracts, if any,

shall contain a provision making them subject to all provisions in this Agreement. No person or firm whose name is included in the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violation of Various Public Contracts Incorporating Labor Standards Provisions shall be eligible to subcontract on any portion of this Agreement.

#### **9. PROHIBITION AGAINST TRANSFERS.**

New Flyer shall not assign, sublease, hypothecate, or transfer this Agreement or any interest or obligations herein directly or indirectly, by operation of law or otherwise during the term of this Agreement or during the operation of any of the warranties without the prior written consent of the City. As a condition to any assignment or transfer, any prospective assignee or transferee shall also assume the obligations to the City pursuant to this Agreement, including the warranties set forth in Section 6. Any attempt to assign, sublease, hypothecate, or transfer this Agreement without prior written consent of City shall be null and void, and any assignee, sublessee, hypothecatee or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of New Flyer, or of the interest of any general partner or joint venturer or syndicate member or covenant, if New Flyer is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of New Flyer, shall be construed as an assignment of this Agreement. For purposes of this Agreement, "control" means the ownership fifty percent (50%) or more of the voting power of the corporation.

#### **10. NOTICES.**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the parties may designate by written notice:

To City: City Clerk  
 City of Torrance  
 3031 Torrance Boulevard  
 Torrance, CA 90503  
 Facsimile: (310) 618-2931

*with a copy to:*  
 Kim Turner, Director  
 Torrance Transit System

20500 Madrona Avenue  
 Torrance, CA 90503  
 Facsimile: (310) 618-6229

To New Flyer: New Flyer of America Inc.  
 711 Kernaghan Avenue  
 Winnipeg, Manitoba, Canada R2C3T4  
 Attention: Paul Smith, Executive Vice President,  
 Sales and Marketing

**11. INDEMNIFICATION AND INSURANCE.**

**11.1. Indemnification for Acts or Omissions of New Flyer.** New Flyer shall indemnify, and hold harmless City, its City Council, boards and commissions, officers, , agents and employees (collectively hereinafter the "City") against any or all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, reasonable attorneys' fees, costs and expenses, which may accrue against the City arising out of, or resulting from the negligent or willful acts or omissions of New Flyer or its officers, agents, employees, subcontractors or subconsultants, or related corporations attributable to its performance under this Agreement.

**11.2. Indemnification for Claims Brought By Subconsultants of New Flyer.** In addition, New Flyer shall defend, indemnify, and hold harmless the City, from and against any and all claims and losses whatsoever, including reasonable attorney's fees occurring or resulting to any and all persons, firms, or corporations employed or contracted by New Flyer or its subcontractor or subconsultants in connection with its performance under this Agreement.

**11.3. Insurance.** New Flyer shall maintain and provide the City with proof of insurance of the following types and specified amounts:

<u>Type of Insurance</u>	<u>Limits of Liability (Minimum)</u>
Workman's Compensation	Statutory
General Liability	\$5,000,000 combined single limit
Automobile Liability	\$5,000,000 combined single limit

The City of Torrance shall have no responsibility of liability for such insurance coverage.

New Flyer must provide a certificate of insurance compliance within 15 calendar days after Notification of Award. Proof of liability insurance shall be by means of an endorsement stating that the City of Torrance is an additional insured under the liability policy. The City shall be listed as an additional insured on all certificates of insurance and must be notified 30 days in advance of insurance cancellation or termination.

Certification to be submitted to the City Clerk concurrently with the execution of this Agreement.

## **12. TERMINATION**

**12.1. Notice of Default and Termination.** In the event that either party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

For any breach deemed by the non-defaulting party to constitute a material breach, the defaulting party is required to cure the breach within five (5) calendar days upon receipt of written notice. For any breach deemed by the non-defaulting party to constitute a nonmaterial breach, the defaulting party is obligated to cure such breach within fifteen (15) calendar days upon receipt of written notice. However, if the nature of the nonmaterial breach requires more than fifteen (15) days to cure, the defaulting party shall have thirty (30) days to diligently pursue and complete a cure.

In addition to any other available legal or equitable rights or remedies, if the default is not cured within the time periods described above, the non-defaulting party may terminate this Agreement by giving written notice thereof to the defaulting party, setting forth the effective date thereof.

**12.2. Termination Without Cause.** The City shall have the option, at its sole discretion and without cause, of terminating this Agreement in whole, or in part, by giving ten (10) days written notice to New Flyer as provided herein.

**12.3. Payment Upon Termination.** Upon the termination of this Agreement as provided herein, the City shall provide to New Flyer the part of Compensation which would otherwise be payable to New Flyer for services completed as of the date of termination, less the amount previously paid or withheld with respect to the Compensation.

**12.4. Expiration.** After full acceptance of the Buses by City, this Agreement shall

**12.5.** expire upon full payment of the Compensation by the City to New Flyer. Warranty Agreement shall remain in effect despite expiration of this Agreement.

## **13. DISPUTE RESOLUTION.**

Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any legal action or proceeding is necessary to enforce any provision of this Agreement or for breach of this Agreement, the prevailing party shall be entitled to receive from the opposing party all costs and expenses and such amount as may be adjudged to be reasonable attorney's fees. The prevailing party

shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by the prevailing party as well as any attorneys' fees paid to outside attorneys in connection with the action.

**14. GOVERNING LAW AND VENUE.**

This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any lawsuit brought to enforce this Agreement shall be brought in the appropriate court in Los Angeles County, State of California.

**15. COMPLIANCE.**

It is agreed that the New Flyer shall comply and shall require its subcontractors to comply with all applicable state (California) and federal laws and regulations, including but not limited to those set forth in RFP No. 06-01.

**16. DAYS.**

Any term in this Agreement referencing days of performance shall be deemed to be calendar days and not business days unless otherwise specified.

**17. BINDING ON ASSIGNS.**

Each and all of the covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the respective parties.

**18. INDEPENDENT CONTRACTOR**

New Flyer is, and shall at all times remain as to City, a wholly independent contractor. New Flyer shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of New Flyer or any of New Flyer's employees, except as set forth in this Agreement. New Flyer shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City, provided, however, that nothing contained in this provision shall be construed or interpreted so as to deprive New Flyer of any and all defenses or immunities available to public officials acting in their official capacities. New Flyer agrees to pay all required taxes on amounts paid to New Flyer under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. New Flyer shall fully comply with the workers' compensation laws regarding New Flyer and New Flyer's employees. New Flyer further agrees to indemnify and hold City harmless from any failure of New Flyer to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any fees due to New Flyer under this Agreement any amount due to City from New Flyer as a result of New Flyer's failure to promptly pay to City any reimbursement or indemnification arising under this Section 7.

**19. INVALIDITY.**

Any provision of this Agreement that shall be deemed to be invalid or illegal shall not affect the remainder of this Agreement.

**20. TIME IS OF THE ESSENCE.**

Time is of the essence in this Agreement, and as such, the Parties agree to execute all documents and to proceed with due diligence to complete all covenants and conditions set forth herein in a timely manner.

**21. COUNTERPARTS.**

This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

**22. CAPTIONS.**

The captions of the various articles and paragraphs of this Agreement are for the convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Agreement or any part or parts of this Agreement.

**23. CONSTRUCTION.**

In all cases, the language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against any party, it being agreed by the Parties or their agents having all participated in the preparation of this Agreement.

**24. COOPERATION/FURTHER ACTS.**

The Parties shall fully cooperate with one another in attaining the purposes of this Agreement and, in connection therewith, shall take any such additional further acts and steps and sign such additional documents as may be necessary, appropriate and convenient as related to.

**25. REFERENCES.**

All references to New Flyer with respect to this Agreement shall include all personnel, employees, agent and subcontractors of New Flyer.

**26. WAIVER.**

A waiver by the City of any breach or default of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach or default of the same or any other term, covenant, or condition contained herein, whether

of the same or a different character. No waiver, benefit, privilege or service voluntarily given or performed by one party shall give the other any contractual right by custom, estoppel, or otherwise.

**27. ENTIRE AGREEMENT.**

This Agreement in addition to the attached Exhibits contains the entire agreement between City and New Flyer and supersedes any prior or written statements or agreement between the parties. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. No attempted waiver of any of the provisions herein, nor any change, amendment or modification of this Agreement shall be effective unless in writing and signed by the party against whom the same is sought to be enforced.

The following documents are hereby incorporated into this Agreement by reference:

1. Request for Proposals No. 06-01, dated November 2, 2006, Addendums, Approved Equals and all referenced details such as master resolution lists, standard drawings, and appendices, together with the adjustments to the Specifications specific to the fifteen (15) vehicles to be purchased by the City.
2. Price Proposal referenced as Revised Best and Final Offer received from New Flyer specific to the ten (10) Vehicles to be purchased by City, which is attached hereto as Exhibit A.

**28. EFFECTIVE DATE.**

Unless otherwise specified herein, this Agreement shall become effective as of the date on which the last of the parties, whether New Flyer or City, executes said Agreement.

**29. SIGNATURES.**

New Flyer affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represents all individuals, firm members, partners, joint ventures, and /or corporate officers having principal interest herein.

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SIGNATURES BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

CITY

CITY OF TORRANCE

By: \_\_\_\_\_  
Frank Scotto, MAYOR

ATTEST:

By: \_\_\_\_\_  
SUE HERBERS, CITY CLERK

APPROVED AS TO FORM:

By: \_\_\_\_\_  
John L. Fellows III, City Attorney

NEW FLYER OF AMERICA INC.

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**(Please note, two signatures required for corporations pursuant to California Corporations Code Section 313.)**

**EXHIBIT A**

**[ATTACH BEST AND FINAL OFFER HERE]**



April 17<sup>th</sup>, 07

Attention: Tom Barrio  
 Montebello Bus Lines (MBL)  
 1600 W. Beverly Blvd.  
 Montebello, CA 90640  
 Phone: 323-887-4604  
 Fax: 323-887-4643

Subject: RFP #06-01 (Gasoline Hybrid Electric Drive Transit Buses)

Tom,

New Flyer is pleased to submit its Revised BAFO (Best and Final Offer) proposal in response to RFP #06-01 for the procurement of up to 150 x GE35/40LF buses.

At this time, we would like to highlight the following:

- The bus pricing quoted is firm-fixed for all buses to be delivered in CY2008. All subsequent production orders delivered beyond CY2008 will be subject to PPI #1413, as approved through the Offeror Communications & Requests. All price sheets that indicate a CY2009 or CY2010 delivery year show the CY2008 pricing + PPI (#1413).
- The calculation of the Handicap equipment will need to be finalized prior to award, given that the price variance sheet at the end of Tab #1 (Price Proposal), does have an impact on the Handicap Equipment value. We have shown the same figure for each agency, recognizing that the variances per agency will either reduce the ADA exempt equipment pricing (Napa) or increase it (Long Beach).
- A matrix of those installations requiring a price adjustment (from the baseline specification requirements for all properties) has been included and is located at the end of Tab #1 of the Price Proposal submission. Please note, as Torrance Transit did not identify their mirrors, we have shown the price adjustment (credit) as including no mirrors in their proposed pricing.
- Tab #2 includes the pricing for the requested Optional Items. This tab also included a recommended list of Diagnostic Tooling/Spares and Contract Spares (revised version attached to this BAFO), per the specification requirements. A master list for all agencies is included, as well as a specific list for each property.
- Tab #4 includes our offering in relation to Attachment F (Warranty). We are compliant in most respects (as you had requested), but had to clarify our warranty on the Floor Adjustable Pedals (we are still awaiting warranty confirmation from Ed Krueger), Fire Suppression System (3 Years, parts only – per John Barberis) & Exterior Lighting, which we had to clarify in our deviation package, given the number of lights and the location/type(s) utilized.
- New Flyer will build and deliver a Pilot bus to MBL within 52 weeks of the official Notice to Proceed (NTP). The balance of the initial delivery will be completed within 65 weeks or less after delivery of the executed contract documents. Both delivery milestones (previously stated) are in accordance with Addendum #8, as stated and approved by MBL. After the contract is executed between New Flyer and MBL, New Flyer will provide the MBL and Partners with a detailed (compliant) delivery schedule detailing all contract deliverables to be provided under the contract terms and conditions.

**Headquarters/  
Winnipeg Facility**

711 Kernaghan Ave.  
 Winnipeg, Manitoba  
 R3C 3T4 Canada

Ph: (204) 224-1251  
 Fx: (204) 224-0551  
 e-mail: bussales@newflyer.com

**Customer  
Services**

25 DeBaets St.  
 Winnipeg, Manitoba  
 R2J 4G5 Canada

Ph: (204) 982-8400

**New Jersey Service  
Support Center**

808 Garfield Ave.  
 Jersey City, New Jersey  
 07305-4423 USA

Ph: (201) 369-1200  
 Fx: (201) 369-0345

**New Product  
Development**

Unit 7, 45 Beghin Ave.  
 Winnipeg, Manitoba  
 R2J 4B9 Canada

Ph: (204) 982-8413  
 Fx: (204) 654-4941

**Crookston  
Facility**

214 5<sup>th</sup> Ave. SW  
 Crookston, Minnesota  
 56716 USA

Ph: (218) 281-5752  
 Fx: (218) 281-5672

**St. Cloud  
Facility**

6200 Glenn Carlson Dr.  
 St. Cloud, Minnesota  
 56301 USA

Ph: (320) 203-0576  
 Fx: (320) 203-0584

- As the specified manual (publications) quantities for the entire contract are not clearly stated (per agency), New Flyer's has based its proposal submission to Montebello on the following manual quantities for each build/agency:

**LONG BEACH:**

1 – Bus Sample Set  
 100 – Bus Operators' Guides  
 10 – Bus Parts and Service Manuals  
 80 – Electrical Schematics Manuals (laminated)  
 20 – Bus Hydraulic and Pneumatic Schematics  
 10 (Each) – OEM supplier manuals

**ALL OTHER AGENCIES:**

1 – Bus Sample Set  
 10 – Bus Operators' Guides  
 2 – Bus Parts and Service Manuals  
 2 – Electrical Schematics Manuals (laminated)  
 2 – Bus Hydraulic and Pneumatic Schematics  
 2 (Each) – OEM supplier manuals

- BRT Styling: New Flyer is pleased to submit an option price for the BRT exterior styling requested in your Email of March 23<sup>rd</sup>, 07. The cost increase to the quoted pricing included within this BAFO per unit is \$30,535.00/bus and includes the following design/styling modifications:

- Re-styled Front & Rear Cap (Front Cap is more of a bullet like appearance)
- Center Cap with integrated emergency escape hatches
- Re-styled Bumpers
- One piece windshield
- Flush mount continuous/seamless windows
- Lower Side impact panels
- Re-styled Fender skirts
- European style Mirrors

The price of \$30,535.00 is based on the MBL and Partners placing a minimum base order quantity of 25 BRT styled units (buses) with New Flyer. If the quantity of buses ordered with the BRT styling is less than 25 units, New Flyer will need to re-quote the price based on a reduction in volume.

Should you require any further information and/or clarification, please do not hesitate to contact me, as required.

Best regards,

Chris Cudmore  
 Manager – Transit Sales  
 New Flyer of America Inc.  
 711 Kernaghan Avenue  
 Winnipeg, Manitoba, Canada  
 R2C 3T4  
 (204) 224-6626  
 (204) 228-1618 (Cell)  
 (204) 224-4214 (Fax)

chris\_cudmore@newflyer.com

cc: Paul Smith, Rick Brandenburg, Dennis Costello

### 1.1.6.11 PRICING SCHEDULE

Please see Price Proposal Requirements 1.1.3.3

**DELIVERY YEAR 2008**  
**Lowfloor Gasoline Hybrid Buses**  
**MONTEBELLO BUS LINES**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
001	Lowfloor 40' Gasoline Hybrid/Electric Buses	Each	5	\$511,196.00
002	Lowfloor 35' Gasoline Hybrid/Electric Buses	Each	0	\$506,696.00

Total price per unit per specification RFP No. 06-01 less cost of any non-taxable handicap accessibility equipment, delivery charges not subject to sales tax and any variances (differentials) to the base specifications. (These items shall be priced separately in item 003, 004 and 005.)

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
003	Handicap Accessibility Equipment	Lot/Bus	5	\$26,106.00

Any item considered non-taxable needs to be individually identified as an attachment to the Pricing Schedule. – **SEE MASTER DOCUMENT AT THE END OF THIS TAB.**

**NOTE: ADA EQUIPMENT PRICE SHOWN WILL VARY AFTER AWARD PER AGENCY**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
004	Delivery Charge	Each	5	\$3,463.00

Note: Sales taxes are not to be included in these pricing schedules.

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Total Price</u>
005	Variances (Differentials)	Each	5	\$0.00

Any item considered a variance (differential) needs to be individually identified as an attachment to the Pricing Schedule. – **SEE 11 x 17" FOLD-OUT AT THE END OF THIS TAB.**

Please see Price Proposal Requirements 1.1.3.3

**DELIVERY YEAR 2008**  
**Lowfloor Gasoline Hybrid Buses**  
**EL DORADO COUNTY TRANSIT AUTHORITY**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
001	Lowfloor 40' Gasoline Hybrid/Electric Buses	Each	1	\$511,196.00
002	Lowfloor 35' Gasoline Hybrid/Electric Buses	Each	0	\$506,696.00

Total price per unit per specification RFP No. 06-01 less cost of any non-taxable handicap accessibility equipment, delivery charges not subject to sales tax and any variances (differentials) to the base specifications. (These items shall be priced separately in item 003, 004 and 005.)

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
003	Handicap Accessibility Equipment	Lot/Bus	1	\$26,106.00

Any item considered non-taxable needs to be individually identified as an attachment to the Pricing Schedule. – **SEE MASTER DOCUMENT AT THE END OF THIS TAB.**

**NOTE: ADA EQUIPMENT PRICE SHOWN WILL VARY AFTER AWARD PER AGENCY**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
004	Delivery Charge	Each	1	\$3,463.00

Note: Sales taxes are not to be included in these pricing schedules.

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Total Price</u>
005	Variances (Differentials)	Each	1	\$0.00

Any item considered a variance (differential) needs to be individually identified as an attachment to the Pricing Schedule. – **SEE 11 x 17" FOLD-OUT AT THE END OF THIS TAB.**

Please see Price Proposal Requirements 1.1.3.3

**DELIVERY YEAR 2008**  
**Lowfloor Gasoline Hybrid Buses**  
**FRESNO AREA EXPRESS**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
001	Lowfloor 40' Gasoline Hybrid/Electric Buses	Each	2	\$511,196.00
002	Lowfloor 35' Gasoline Hybrid/Electric Buses	Each	0	\$506,696.00

Total price per unit per specification RFP No. 06-01 less cost of any non-taxable handicap accessibility equipment, delivery charges not subject to sales tax and any variances (differentials) to the base specifications. (These items shall be priced separately in item 003, 004 and 005.)

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
003	Handicap Accessibility Equipment	Lot/Bus	2	\$26,106.00

Any item considered non-taxable needs to be individually identified as an attachment to the Pricing Schedule. – **SEE MASTER DOCUMENT AT THE END OF THIS TAB.**

**NOTE: ADA EQUIPMENT PRICE SHOWN WILL VARY AFTER AWARD PER AGENCY**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
004	Delivery Charge	Each	2	\$3,463.00

Note: Sales taxes are not to be included in these pricing schedules.

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Total Price</u>
005	Variances (Differentials)	Each	2	\$0.00

Any item considered a variance (differential) needs to be individually identified as an attachment to the Pricing Schedule. – **SEE 11 x 17" FOLD-OUT AT THE END OF THIS TAB.**

Please see Price Proposal Requirements 1.1.3.3

**DELIVERY YEAR 2008**  
**Lowfloor Gasoline Hybrid Buses**  
**NAPA COUNTY TRANSPORTATION PLANNING AGENCY**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
001	Lowfloor 40' Gasoline Hybrid/Electric Buses	Each	0	\$511,196.00
002	Lowfloor 35' Gasoline Hybrid/Electric Buses	Each	4	\$506,696.00

Total price per unit per specification RFP No. 06-01 less cost of any non-taxable handicap accessibility equipment, delivery charges not subject to sales tax and any variances (differentials) to the base specifications. (These items shall be priced separately in item 003, 004 and 005.)

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
003	Handicap Accessibility Equipment	Lot/Bus	4	\$26,106.00

Any item considered non-taxable needs to be individually identified as an attachment to the Pricing Schedule. – **SEE MASTER DOCUMENT AT THE END OF THIS TAB.**

**NOTE: ADA EQUIPMENT PRICE SHOWN WILL VARY AFTER AWARD PER AGENCY**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
004	Delivery Charge	Each	4	\$3,463.00

Note: Sales taxes are not to be included in these pricing schedules.

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Total Price</u>
005	Variances (Differentials)	Each	4	-\$16,114.00/bus)

Any item considered a variance (differential) needs to be individually identified as an attachment to the Pricing Schedule. – **SEE 11 x 17" FOLD-OUT AT THE END OF THIS TAB.**

Please see Price Proposal Requirements 1.1.3.3

**DELIVERY YEAR 2008**  
**Lowfloor Gasoline Hybrid Buses**  
**MONTEBELO BUS LINES**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
001	Lowfloor 40' Gasoline Hybrid/Electric Buses	Each	10	\$511,196.00
002	Lowfloor 35' Gasoline Hybrid/Electric Buses	Each	0	\$506,696.00

Total price per unit per specification RFP No. 06-01 less cost of any non-taxable handicap accessibility equipment, delivery charges not subject to sales tax and any variances (differentials) to the base specifications. (These items shall be priced separately in item 003, 004 and 005.)

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
003	Handicap Accessibility Equipment	Lot/Bus	10	\$26,106.00

Any item considered non-taxable needs to be individually identified as an attachment to the Pricing Schedule. – **SEE MASTER DOCUMENT AT THE END OF THIS TAB.**

**NOTE: ADA EQUIPMENT PRICE SHOWN WILL VARY AFTER AWARD PER AGENCY**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
004	Delivery Charge	Each	10	\$3,463.00

Note: Sales taxes are not to be included in these pricing schedules.

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Total Price</u>
005	Variances (Differentials)	Each	10	\$0.00

Any item considered a variance (differential) needs to be individually identified as an attachment to the Pricing Schedule. – **SEE 11 x 17" FOLD-OUT AT THE END OF THIS TAB.**

Please see Price Proposal Requirements 1.1.3.3

**DELIVERY YEAR 2008**  
**Lowfloor Gasoline Hybrid Buses**  
**EL DORADO COUNTY TRANSIT AUTHORITY**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
001	Lowfloor 40' Gasoline Hybrid/Electric Buses	Each	2	\$511,196.00
002	Lowfloor 35' Gasoline Hybrid/Electric Buses	Each	0	\$506,696.00

Total price per unit per specification RFP No. 06-01 less cost of any non-taxable handicap accessibility equipment, delivery charges not subject to sales tax and any variances (differentials) to the base specifications. (These items shall be priced separately in item 003, 004 and 005.)

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
003	Handicap Accessibility Equipment	Lot/Bus	2	\$26,106.00

Any item considered non-taxable needs to be individually identified as an attachment to the Pricing Schedule. – **SEE MASTER DOCUMENT AT THE END OF THIS TAB.**  
**NOTE: ADA EQUIPMENT PRICE SHOWN WILL VARY AFTER AWARD PER AGENCY**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
004	Delivery Charge	Each	2	\$3,463.00

Note: Sales taxes are not to be included in these pricing schedules.

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Total Price</u>
005	Variances (Differentials)	Each	2	\$0.00

Any item considered a variance (differential) needs to be individually identified as an attachment to the Pricing Schedule. – **SEE 11 x 17" FOLD-OUT AT THE END OF THIS TAB.**

Please see Price Proposal Requirements 1.1.3.3

**DELIVERY YEAR 2008**  
**Lowfloor Gasoline Hybrid Buses**  
**TORRANCE TRANSIT**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
001	Lowfloor 40' Gasoline Hybrid/Electric Buses	Each	3	\$511,196.00
002	Lowfloor 35' Gasoline Hybrid/Electric Buses	Each	0	\$506,696.00

Total price per unit per specification RFP No. 06-01 less cost of any non-taxable handicap accessibility equipment, delivery charges not subject to sales tax and any variances (differentials) to the base specifications. (These items shall be priced separately in item 003, 004 and 005.)

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
003	Handicap Accessibility Equipment	Lot/Bus	3	\$26,106.00

Any item considered non-taxable needs to be individually identified as an attachment to the Pricing Schedule. – **SEE MASTER DOCUMENT AT THE END OF THIS TAB.**

**NOTE: ADA EQUIPMENT PRICE SHOWN WILL VARY AFTER AWARD PER AGENCY**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
004	Delivery Charge	Each	3	\$3,463.00

Note: Sales taxes are not to be included in these pricing schedules.

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Total Price</u>
005	Variances (Differentials)	Each	3	(-\$3,451.00/bus)

Any item considered a variance (differential) needs to be individually identified as an attachment to the Pricing Schedule. – **SEE 11 x 17" FOLD-OUT AT THE END OF THIS TAB.**

Please see Price Proposal Requirements 1.1.3.3

**DELIVERY YEAR 2008**  
**Lowfloor Gasoline Hybrid Buses**  
**FRESNO AREA EXPRESS**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
001	Lowfloor 40' Gasoline Hybrid/Electric Buses	Each	2	\$511,196.00
002	Lowfloor 35' Gasoline Hybrid/Electric Buses	Each	0	\$506,696.00

Total price per unit per specification RFP No. 06-01 less cost of any non-taxable handicap accessibility equipment, delivery charges not subject to sales tax and any variances (differentials) to the base specifications. (These items shall be priced separately in item 003, 004 and 005.)

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
003	Handicap Accessibility Equipment	Lot/Bus	2	\$26,106.00

Any item considered non-taxable needs to be individually identified as an attachment to the Pricing Schedule. – **SEE MASTER DOCUMENT AT THE END OF THIS TAB.**

**NOTE: ADA EQUIPMENT PRICE SHOWN WILL VARY AFTER AWARD PER AGENCY**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
004	Delivery Charge	Each	2	\$3,463.00

Note: Sales taxes are not to be included in these pricing schedules.

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Total Price</u>
005	Variances (Differentials)	Each	2	\$0.00

Any item considered a variance (differential) needs to be individually identified as an attachment to the Pricing Schedule. – **SEE 11 x 17" FOLD-OUT AT THE END OF THIS TAB.**

Please see Price Proposal Requirements 1.1.3.3

**DELIVERY YEAR 2008**  
**Lowfloor Gasoline Hybrid Buses**  
**LONG BEACH TRANSIT**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
001	Lowfloor 40' Gasoline Hybrid/Electric Buses	Each	25	\$511,196.00
002	Lowfloor 35' Gasoline Hybrid/Electric Buses	Each	0	\$506,696.00

Total price per unit per specification RFP No. 06-01 less cost of any non-taxable handicap accessibility equipment, delivery charges not subject to sales tax and any variances (differentials) to the base specifications. (These items shall be priced separately in item 003, 004 and 005.)

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
003	Handicap Accessibility Equipment	Lot/Bus	25	\$26,106.00

Any item considered non-taxable needs to be individually identified as an attachment to the Pricing Schedule. – **SEE MASTER DOCUMENT AT THE END OF THIS TAB.**

**NOTE: ADA EQUIPMENT PRICE SHOWN WILL VARY AFTER AWARD PER AGENCY**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
004	Delivery Charge	Each	25	\$3,463.00

Note: Sales taxes are not to be included in these pricing schedules.

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Total Price</u>
005	Variances (Differentials)	Each	25	\$7,858.00/bus

Any item considered a variance (differential) needs to be individually identified as an attachment to the Pricing Schedule. – **SEE 11 x 17" FOLD-OUT AT THE END OF THIS TAB.**

Please see Price Proposal Requirements 1.1.3.3

**DELIVERY YEAR 2009**  
**Lowfloor Gasoline Hybrid Buses**  
**MONTEBELLO BUS LINES**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity Up to</u>	<u>Unit Price</u>
001	Lowfloor 40' Gasoline Hybrid/Electric Buses	Each	17	\$511,196.00 + PPI
002	Lowfloor 35' Gasoline Hybrid/Electric Buses	Each	8	\$506,696.00 + PPI

Total price per unit per specification RFP No. 06-01 less cost of any non-taxable handicap accessibility equipment, delivery charges not subject to sales tax and any variances (differentials) to the base specifications. (These items shall be priced separately in item 003, 004 and 005.)

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity Up to</u>	<u>Unit Price</u>
003	Handicap Accessibility Equipment	Lot/Bus	25	\$26,106.00 + PPI

Any item considered non-taxable needs to be individually identified as an attachment to the Pricing Schedule. – **SEE MASTER DOCUMENT AT THE END OF THIS TAB.**

**NOTE: ADA EQUIPMENT PRICE SHOWN WILL VARY AFTER AWARD PER AGENCY**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity Up to</u>	<u>Unit Price</u>
004	Delivery Charge	Each	25	\$3,463.00 + PPI

Note: Sales taxes are not to be included in these pricing schedules.

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity Up to</u>	<u>Total Price</u>
005	Variances (Differentials)	Each	25	\$0.00

Any item considered a variance (differential) needs to be individually identified as an attachment to the Pricing Schedule. – **SEE 11 x 17" FOLD-OUT AT THE END OF THIS TAB.**

Please see Price Proposal Requirements 1.1.3.3

**DELIVERY YEAR 2009**  
**Lowfloor Gasoline Hybrid Buses**  
**EL DORADO COUNTY TRANSIT AUTHORITY**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity Up to</u>	<u>Unit Price</u>
001	Lowfloor 40' Gasoline Hybrid/Electric Buses	Each	2	\$511,196.00 + PPI
002	Lowfloor 35' Gasoline Hybrid/Electric Buses	Each	0	\$506,696.00 + PPI

Total price per unit per specification RFP No. 06-01 less cost of any non-taxable handicap accessibility equipment, delivery charges not subject to sales tax and any variances (differentials) to the base specifications. (These items shall be priced separately in item 003, 004 and 005.)

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity Up to</u>	<u>Unit Price</u>
003	Handicap Accessibility Equipment	Lot/Bus	2	\$26,106.00 + PPI

Any item considered non-taxable needs to be individually identified as an attachment to the Pricing Schedule. – **SEE MASTER DOCUMENT AT THE END OF THIS TAB.**

**NOTE: ADA EQUIPMENT PRICE SHOWN WILL VARY AFTER AWARD PER AGENCY**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity Up to</u>	<u>Unit Price</u>
004	Delivery Charge	Each	2	\$3,463.00 + PPI

Note: Sales taxes are not to be included in these pricing schedules.

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity Up to</u>	<u>Total Price</u>
005	Variances (Differentials)	Each	2	\$0.00

Any item considered a variance (differential) needs to be individually identified as an attachment to the Pricing Schedule. – **SEE 11 x 17" FOLD-OUT AT THE END OF THIS TAB.**

Please see Price Proposal Requirements 1.1.3.3

**DELIVERY YEAR 2009**  
**Lowfloor Gasoline Hybrid Buses**  
**TORRANCE TRANSIT**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
001	Lowfloor 40' Gasoline Hybrid/Electric Buses	Each	7	\$511,196.00 + PPI
002	Lowfloor 35' Gasoline Hybrid/Electric Buses	Each	0	\$506,696.00 + PPI

Total price per unit per specification RFP No. 06-01 less cost of any non-taxable handicap accessibility equipment, delivery charges not subject to sales tax and any variances (differentials) to the base specifications. (These items shall be priced separately in item 003, 004 and 005.)

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
003	Handicap Accessibility Equipment	Lot/Bus	7	\$26,106.00 + PPI

Any item considered non-taxable needs to be individually identified as an attachment to the Pricing Schedule. – **SEE MASTER DOCUMENT AT THE END OF THIS TAB.**

**NOTE: ADA EQUIPMENT PRICE SHOWN WILL VARY AFTER AWARD PER AGENCY**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
004	Delivery Charge	Each	7	\$3,463.00 + PPI

Note: Sales taxes are not to be included in these pricing schedules.

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Total Price</u>
005	Variiances (Differentials)	Each	7	(-\$3,451.00/bus) + PPI

Any item considered a variance (differential) needs to be individually identified as an attachment to the Pricing Schedule. – **SEE 11 x 17" FOLD-OUT AT THE END OF THIS TAB.**

Please see Price Proposal Requirements 1.1.3.3

**DELIVERY YEAR 2009**  
**Lowfloor Gasoline Hybrid Buses**  
**NORWALK TRANSIT**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
001	Lowfloor 40' Gasoline Hybrid/Electric Buses	Each	6	\$511,196.00 + PPI
002	Lowfloor 35' Gasoline Hybrid/Electric Buses	Each	3	\$506,696.00 + PPI

Total price per unit per specification RFP No. 06-01 less cost of any non-taxable handicap accessibility equipment, delivery charges not subject to sales tax and any variances (differentials) to the base specifications. (These items shall be priced separately in item 003, 004 and 005.)

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
003	Handicap Accessibility Equipment	Lot/Bus	9	\$26,106.00 + PPI

Any item considered non-taxable needs to be individually identified as an attachment to the Pricing Schedule. – **SEE MASTER DOCUMENT AT THE END OF THIS TAB.**

**NOTE: ADA EQUIPMENT PRICE SHOWN WILL VARY AFTER AWARD PER AGENCY**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
004	Delivery Charge	Each	9	\$3,463.00 + PPI

Note: Sales taxes are not to be included in these pricing schedules.

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Total Price</u>
005	Variances (Differentials)	Each	9	(-\$2,515.00/bus) + PPI

Any item considered a variance (differential) needs to be individually identified as an attachment to the Pricing Schedule. – **SEE 11 x 17" FOLD-OUT AT THE END OF THIS TAB.**

Please see Price Proposal Requirements 1.1.3.3

**DELIVERY YEAR 2009**  
**Lowfloor Gasoline Hybrid Buses**  
**FRESNO AREA EXPRESS**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity Up to</u>	<u>Unit Price</u>
001	Lowfloor 40' Gasoline Hybrid/Electric Buses	Each	3	\$511,196.00 + PPI
002	Lowfloor 35' Gasoline Hybrid/Electric Buses	Each	0	\$506,696.00 + PPI

Total price per unit per specification RFP No. 06-01 less cost of any non-taxable handicap accessibility equipment, delivery charges not subject to sales tax and any variances (differentials) to the base specifications. (These items shall be priced separately in item 003, 004 and 005.)

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity Up to</u>	<u>Unit Price</u>
003	Handicap Accessibility Equipment	Lot/Bus	3	\$26,106.00 + PPI

Any item considered non-taxable needs to be individually identified as an attachment to the Pricing Schedule. – **SEE MASTER DOCUMENT AT THE END OF THIS TAB.**

**NOTE: ADA EQUIPMENT PRICE SHOWN WILL VARY AFTER AWARD PER AGENCY**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity Up to</u>	<u>Unit Price</u>
004	Delivery Charge	Each	3	\$3,463.00 + PPI

Note: Sales taxes are not to be included in these pricing schedules.

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity Up to</u>	<u>Total Price</u>
005	Variances (Differentials)	Each	3	\$0.00

Any item considered a variance (differential) needs to be individually identified as an attachment to the Pricing Schedule. – **SEE 11 x 17" FOLD-OUT AT THE END OF THIS TAB.**

Please see Price Proposal Requirements 1.1.3.3

**DELIVERY YEAR 2009**  
**Lowfloor Gasoline Hybrid Buses**  
**LONG BEACH TRANSIT**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
001	Lowfloor 40' Gasoline Hybrid/Electric Buses	Each	20	\$511,196.00 + PPI
002	Lowfloor 35' Gasoline Hybrid/Electric Buses	Each	0	\$506,696.00 + PPI

Total price per unit per specification RFP No. 06-01 less cost of any non-taxable handicap accessibility equipment, delivery charges not subject to sales tax and any variances (differentials) to the base specifications. (These items shall be priced separately in item 003, 004 and 005.)

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
003	Handicap Accessibility Equipment	Lot/Bus	20	\$26,106.00 + PPI

Any item considered non-taxable needs to be individually identified as an attachment to the Pricing Schedule. – **SEE MASTER DOCUMENT AT THE END OF THIS TAB.**

**NOTE: ADA EQUIPMENT PRICE SHOWN WILL VARY AFTER AWARD PER AGENCY**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
004	Delivery Charge	Each	20	\$3,463.00 + PPI

Note: Sales taxes are not to be included in these pricing schedules.

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Total Price</u>
005	Variances (Differentials)	Each	20	\$7,858.00/bus + PPI

Any item considered a variance (differential) needs to be individually identified as an attachment to the Pricing Schedule. – **SEE 11 x 17" FOLD-OUT AT THE END OF THIS TAB.**

Please see Price Proposal Requirements 1.1.3.3

**DELIVERY YEAR 2010**  
**Lowfloor Gasoline Hybrid Buses**  
**EL DORADO COUNTY TRANSIT AUTHORITY**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
001	Lowfloor 40' Gasoline Hybrid/Electric Buses	Each	2	\$511,196.00 + PPI
002	Lowfloor 35' Gasoline Hybrid/Electric Buses	Each	0	\$506,696.00 + PPI

Total price per unit per specification RFP No. 06-01 less cost of any non-taxable handicap accessibility equipment, delivery charges not subject to sales tax and any variances (differentials) to the base specifications. (These items shall be priced separately in item 003, 004 and 005.)

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
003	Handicap Accessibility Equipment	Lot/Bus	2	\$26,106.00 + PPI

Any item considered non-taxable needs to be individually identified as an attachment to the Pricing Schedule. – **SEE MASTER DOCUMENT AT THE END OF THIS TAB.**

**NOTE: ADA EQUIPMENT PRICE SHOWN WILL VARY AFTER AWARD PER AGENCY**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
004	Delivery Charge	Each	2	\$3,463.00 + PPI

Note: Sales taxes are not to be included in these pricing schedules.

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Total Price</u>
005	Variances (Differentials)	Each	2	\$0.00

Any item considered a variance (differential) needs to be individually identified as an attachment to the Pricing Schedule. – **SEE 11 x 17" FOLD-OUT AT THE END OF THIS TAB.**

Please see Price Proposal Requirements 1.1.3.3

**DELIVERY YEAR 2010**  
**Lowfloor Gasoline Hybrid Buses**  
**FRESNO AREA EXPRESS**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
001	Lowfloor 40' Gasoline Hybrid/Electric Buses	Each	3	\$511,196.00 + PPI
002	Lowfloor 35' Gasoline Hybrid/Electric Buses	Each	0	\$506,696.00 + PPI

Total price per unit per specification RFP No. 06-01 less cost of any non-taxable handicap accessibility equipment, delivery charges not subject to sales tax and any variances (differentials) to the base specifications. (These items shall be priced separately in item 003, 004 and 005.)

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
003	Handicap Accessibility Equipment	Lot/Bus	3	\$26,106.00 + PPI

Any item considered non-taxable needs to be individually identified as an attachment to the Pricing Schedule. – **SEE MASTER DOCUMENT AT THE END OF THIS TAB.**

**NOTE: ADA EQUIPMENT PRICE SHOWN WILL VARY AFTER AWARD PER AGENCY**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
004	Delivery Charge	Each	3	\$3,463.00 + PPI

Note: Sales taxes are not to be included in these pricing schedules.

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Total Price</u>
005	Variances (Differentials)	Each	3	\$0.00

Any item considered a variance (differential) needs to be individually identified as an attachment to the Pricing Schedule. – **SEE 11 x 17" FOLD-OUT AT THE END OF THIS TAB.**

Please see Price Proposal Requirements 1.1.3.3

**DELIVERY YEAR 2010**  
**Lowfloor Gasoline Hybrid Buses**  
**LONG BEACH TRANSIT**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
001	Lowfloor 40' Gasoline Hybrid/Electric Buses	Each	16	\$511,196.00 + PPI
002	Lowfloor 35' Gasoline Hybrid/Electric Buses	Each	0	\$506,696.00 + PPI

Total price per unit per specification RFP No. 06-01 less cost of any non-taxable handicap accessibility equipment, delivery charges not subject to sales tax and any variances (differentials) to the base specifications. (These items shall be priced separately in item 003, 004 and 005.)

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
003	Handicap Accessibility Equipment	Lot/Bus	16	\$26,106.00 + PPI

Any item considered non-taxable needs to be individually identified as an attachment to the Pricing Schedule. – **SEE MASTER DOCUMENT AT THE END OF THIS TAB.**

**NOTE: ADA EQUIPMENT PRICE SHOWN WILL VARY AFTER AWARD PER AGENCY**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
004	Delivery Charge	Each	16	\$3,463.00 + PPI

Note: Sales taxes are not to be included in these pricing schedules.

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Total Price</u>
005	Variances (Differentials)	Each	16	\$7,858.00/bus + PPI

Any item considered a variance (differential) needs to be individually identified as an attachment to the Pricing Schedule. – **SEE 11 x 17" FOLD-OUT AT THE END OF THIS TAB.**

Please see Price Proposal Requirements 1.1.3.3

**DELIVERY YEAR 2010**  
**Lowfloor Gasoline Hybrid Buses**  
**NAPA COUNTY TRANSPORTATION PLANNING AGENCY**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
001	Lowfloor 40' Gasoline Hybrid/Electric Buses	Each	0	\$511,196.00 + PPI
002	Lowfloor 35' Gasoline Hybrid/Electric Buses	Each	4	\$506,696.00 + PPI

Total price per unit per specification RFP No. 06-01 less cost of any non-taxable handicap accessibility equipment, delivery charges not subject to sales tax and any variances (differentials) to the base specifications. (These items shall be priced separately in item 003, 004 and 005.)

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
003	Handicap Accessibility Equipment	Lot/Bus	4	\$26,106.00 + PPI

Any item considered non-taxable needs to be individually identified as an attachment to the Pricing Schedule. – **SEE MASTER DOCUMENT AT THE END OF THIS TAB.**

**NOTE: ADA EQUIPMENT PRICE SHOWN WILL VARY AFTER AWARD PER AGENCY**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Unit Price</u>
004	Delivery Charge	Each	4	\$3,463.00 + PPI

Note: Sales taxes are not to be included in these pricing schedules.

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u> <u>Up to</u>	<u>Total Price</u>
005	Variances (Differentials)	Each	4	(-\$16,114.00/bus) + PPI

Any item considered a variance (differential) needs to be individually identified as an attachment to the Pricing Schedule. – **SEE 11 x 17" FOLD-OUT AT THE END OF THIS TAB.**



MONTEBELLO BUS LINES TECHNICAL SPECIFICATIONS  
35 AND 40 Foot Gasoline Hybrid Electric Bus

**ATTACHMENT F: WARRANTY**

The following chart shall identify bus, system and component warranties applicable to proposed buses. Proposers offering extended warranties and/or service arrangements beyond the following base warranties are encouraged to submit additional information within their overall bid package.

**Warranty Chart**

<b>Item Description</b>	<b>Warranty Duration in Years</b>	<b>Miles</b>	<b>NF Meet Specification (YES/NO)</b>	<b>NOTES</b>
Complete Bus (bumper to bumper)	1	50,000	Yes	
Body and Structure	12	600,000	Yes	Will meet revised specification of Add. #8 (NF AE Approved)
Corrosion	12	N/A	Yes	Add. #8 (NF AE Approved)
Axles (Front and Rear)	5	N/A	Yes	NF will provide five (5) year or 300,000 mile warranty (whichever occurs first warranty) (Free of Charge)  NOTE: Gillig AE was approved to reduce the warranty to two (2) years. NF is proposing the original 5 year warranty requested (with mileage acknowledgement)
Hybrid System/components which include: <i>Engine, Generator, Traction Motors, Energy Storage, Power Electronics and all systems relating to the operation and function of the Hybrid.</i>	5	250,000	Yes	ISE Warranty Terms and Conditions are attached. ISE has confirmed that the air compressor and alternator are covered in ISE's standard two-year warranty and will be covered for three more years once we receive a P.O. for the extended warranty.
Destination Sign System	3	N/A	Yes	

MONTEBELLO BUS LINES TECHNICAL SPECIFICATIONS  
35 AND 40 Foot Gasoline Hybrid Electric Bus

On-board central Computer	3	N/A	Yes	Will meet revised specification of Add. #8 (NF AE Approved)
PLC and I/O modules	3	N/A	Yes	NF will provide three (3) year or 150,000 mile warranty (whichever occurs first warranty) (Free of Charge on the Vansco supplied multiplexing system components)  NOTE: Gillig AE was approved to reduce the warranty to one (1) year. NF is proposing the original 3 year warranty requested (with mileage acknowledgement)
HVAC	3	N/A	Yes	Carrier Terms and Conditions are attached.
Brakes	1	50,000	Yes	
Wheelchair (Components/System)	5	N/A	Yes	
Passenger Seat/Assembly	5	N/A	Yes	Will meet revised specification of Add. #8 (NF AE Approved)
Operators Seat	2	N/A	Yes	Will meet revised specification of Add. #8 (NF AE)
Floor Adjustable Pedals	2	N/A	No	According to Teleflex, only one (1) year is available.
AFSS (Fire Sensing System)	3	N/A	No	Note, Amerex confirmed coverage was parts only.
Doors/Engines/Sensors	3	N/A	Yes	
Voice Annunciation System	1	N/A	Yes	
Flooring on buses	15	N/A	Yes	Will meet revised specification of Add. #8 (12 Years, Parts only)

MONTEBELLO BUS LINES TECHNICAL SPECIFICATIONS  
35 AND 40 Foot Gasoline Hybrid Electric Bus

				(NF AE Approved)
Surveillance System	1	N/A	Yes	
Sun Shades (Electric)	5	N/A	Yes	Will meet revised specification of Add. #8 (2 Years, Unlimited miles) (NF AE Approved)
Mirrors (Curb & Street)	2	N/A	Yes	
Windows and Frames/Seals	3	N/A	Yes	
LED lights (Red & Amber)	12	N/A	No	See deviation/clarification package
LED in White only	6	N/A	No	See deviation/clarification package
Interior Light Panels/lenses	5	N/A	Yes	
Interior Light Ballasts	3	N/A	Yes	
Event Data Recorder	3	N/A	Yes	
Air Brake Monitoring System	3	N/A	Yes	

NF Spares Parts		CONTRACT SPARES			
PAGE REFERENCE	CUSTOMER DELIVERY	DESCRIPTION	TOTAL COST	BID QTY	COMMENTS
Page 26, Section 5.1.5.4.2	2 per bus	Compartment Access Door Keys (5/16" sq key)	\$57.05	10	
Page 26, Section 5.1.5.4.2	2 per bus	Electronics Box Key	\$0.00	10	
Page 49 & 50, Section 5.4.1.9.3	1 per bus (secured & delivered with bus)	Spare Tire and Wheel - Assumes property supplied tires same as the base bus	\$1,624.01	5	To be determined at pre-production.
Page 71, Section 5.5.3.1.1.1		20% spares for all interior decals and all exterior ADA, DOT and FMVSS required decals	TBD		This is property specific and subject to discussion.
Page 74, Section 5.5.4.4.1.3a	2 per bus	Operator Storage Box Key (GM Key #0C00)	\$0.00	10	
Page 147, Section 5.7	Delivery 5 business days following bus de	Complete Hybrid Cradle (e.g. Eng,Gen), R&R ready including all accessories	\$409,527.55	2	
Page 147, Section 5.7	Delivery 5 business days following bus de	Main Propulsion Generator, to include power electronics	\$46,284.40	3	
Page 147, Section 5.7	Delivery 5 business days following bus de	Traction Motor, to include power electronics	\$20,329.50	3	
Page 147, Section 5.7	Delivery 5 business days following bus de	Main Propulsion Drive Controller	\$1,441.17	1	
	NOTE: THE MANUFACTURER SHALL MAINTAIN THE MODULE AT THEIR SITE IN A STATE AVAILABLE FOR DELIVERY, UPON REQUEST, WITHIN 5 DAYS TO SITE				
Page 147, Section 5.7	Delivery 5 business days following bus de	Main Propulsion Energy Storage Module (Ultra Caps) as complete R & R assembly	TBD	3	Included in hybrid cradle, above.
Page 147, Section 5.7	Delivery 5 business days following bus de	Central on-board computer, to include interfaces and software	\$0.00	1	Not Available
Page 147, Section 5.7	Delivery 5 business days following bus de	Radiator and related heat exchangers	\$8,447.20	1	
Page 147, Section 5.7	Delivery 5 business days following bus de	Power Steering Pump	\$437.01	1	
Page 147, Section 5.7	Delivery 5 business days following bus de	Steering Gearbox	\$885.27	1	
Page 147, Section 5.7	Delivery 5 business days following bus de	Cooling System Fan Drive	\$0.00	1	N/A for hybrid electric drive system per ISE
Page 147, Section 5.7	Delivery 5 business days following bus de	24 VDC Generator/alternator/power supply	\$2,501.56	1	
Page 147, Section 5.7	Delivery 5 business days following bus de	Air Compressor	\$3,308.25	1	
Page 147, Section 5.7	Delivery 5 business days following bus de	Front Axle brake reline kit, pads, disc, hardware	\$1,442.65	1	
Page 147, Section 5.7	Delivery 5 business days following bus de	Rear Axle brake reline kit, pads, disc, hardware	\$1,662.47	1	
Page 147, Section 5.7	Delivery 5 business days following bus de	Front Door motor, assembly	\$630.89	1	
Page 147, Section 5.7	Delivery 5 business days following bus de	Rear Door motor, assembly	\$630.89	1	
Page 147, Section 5.7	Delivery 5 business days following bus de	Wheelchair ramp pump/valve control assembly	\$422.05	1	
Page 147, Section 5.7	Delivery 5 business days following bus de	HVAC compressor w/clutch	\$628.34	1	
Page 147, Section 5.7	Delivery 5 business days following bus de	HVAC evaporator motor w/controller	\$61.42	1	
Page 147, Section 5.7	Delivery 5 business days following bus de	HVAC condenser motor w/controller	\$64.96	1	
Page 147, Section 5.7	Delivery 5 business days following bus de	HVAC system controller	\$4,283.83	1	
Page 147, Section 5.7	Delivery 5 business days following bus de	HVAC hot water pump	N/A	1	Not Required - per Carrier
Page 147, Section 5.7	Delivery 5 business days following bus de	Defroster motor w/controller	N/A	1	Not Required - per Carrier
Page 147, Section 5.7	Delivery 5 business days following bus de	PLC processor module	\$0.00	1	Included below in PLC Module Set
Page 147, Section 5.7	Delivery 5 business days following bus de	HVAC complete module to be used as R&R of defective module	\$35,031.29	2	
Page 147, Section 5.7	Delivery 5 business days following bus de	PLC 1/0 modules as set, set to include 1 each of different module used within bus PLC system	\$1,594.48	2	
Page 148, Section 5.7	Delivery 5 business days following bus de	Rear axle gear assembly, complete drop-in	\$31,550.65	2	

Please indicate Y or N to open items listed below by putting an X in the appropriate field.

Differentials	Section	Page	Manufacturer	Product Model	Included in Bus Price	Torrance Transit Response	Price
Hubodometer	5.4.1.1.1	47	Veederroot	Hubodometer Not Required	■		
Curbside Rear Wheel Guard	5.4.1.1.1	65	S-1 Guard	S-1 Guard Not Required	■		
Front License Plate Holder	5.5.3.4	67	TBD	Agency to Determine Location	■		
Color Of Vehicle	5.5.3.10	70	TBD	White. Agency will provide color scheme Transit Authority will provide paint scheme	■		
Exterior Roof Numbers	5.5.3.11	70	TBD	Size, Color & Location TBD By Agency for Vine Roof numbers provided by Agency for placement Size & Color TBD by Agency. Vendor to provide and Agency will install on-site Not Interested	■		
Exterior CA Numbers	5.5.3.11	70	TBD	Size, Color & Location TBD By Agency for Vine Roof numbers provided by Agency for placement Size & Color TBD by Agency. Vendor to provide and Agency will install on-site Not Interested	■		
Exterior Decals	5.5.3.11.1	70	TBD	Size, Color & Location TBD By Agency Vine Roof numbers provided by Agency for placement Size & Color TBD by Agency. Vendor to provide and Agency will install on-site Not Interested	■		
Interior Panels	5.5.4.4.1	73	Celeste Nova	P-254-CA Cashmere P-254-CA Cashmere (Charcoal Grey) P-254-CA Cashmere (Color TBD)	■		
Seat Fabric	5.5.5.1.1.4	80	Holdsworth Vendor to discuss with Agency Bustox	A519XM For Napa, Grey Nagayride (details to be provided) Vendor to Provide	■		

If paint color changes from white to Property specific, price change would be req'd

If specific exterior stripes or decals are req'd price change would be req'd

Passenger Assists/Horizontal	5.5.5.2.1	85	N/A N/A	Powder Coated Yellow Anodized Aluminum or SST	■	
Passenger Assists/Vertical	5.5.5.2.1	85	N/A N/A	Powder Coated Yellow Anodized Aluminum or SST	■	
Rear Door Passenger Safety Alert System	5.5.5.3.9	90	Clever Devices Vapor	TA30 Voice Announcement Box (English / Spanish) Vendor to Discuss w/Agency	■	
Wheelchair Accomodations	5.5.5.4.5	92	Inwin Seating American Seating	Type Arm Type Arm	■	
Visors (Operator's Sunshade)	5.5.6.1.2	93	Automolien	Sunshade, black fabric, electric front & side Pull down type	■	
Exterior Mirrors	5.5.6.8.2	108	B&R	RS-US811HR/MC To Be Determined	■	
Destination Sign (OCO)	5.5.9.1.3	117	Digital Recorders Siemens	Model LT2 w/remote screen location Transit Master, 19.2	■	
Interior Sign/Stop Request	5.5.9.3	119	Digital Recorders Siemens	2 Line Amber Vendor to discuss w/Agency	■	
Back-Talk System	5.6.3.7	127	Sound Ctr	Micro 4 Not Required	■	
Automated Voice Annunciation System	5.6.5.3.6.1	137	Digital Recorders Siemens	DR60C+ w/LT2 Controller Vendor to discuss w/Agency	■	
Camera Security System	5.6.5.4.3.16	139	GE Interlogic	Mobileview IV Not Required	■	
Vehicle Data Recorder "Black Box"	5.6.5.4.3.19	141	Circuitlink International	Tachlink Event Data Recorder Not Required	■	

NF has obtained the Mobileview 5 quote including 8 cameras & will price this system into the option order

Option Items Not Included in Bus Price	Section	Page	Manufacturer	Product Model	Included in Bus Price	Torrance Transit Response	Price
Rear Route Sign	5.5.9.1.2	117	Twin Vision Luminator	Not interested LED Amber LED Amber	■	■	\$807/Bus
Exterior Displays	5.5.9.2.2	119		Interested Not interested	■		\$452/Bus
Mobile Data Terminal (MDT)	5.6.5.4.2.2	134		Interested			

Torrance to Advise model/mfr of

Item Description	Quantity	Unit Price	Total Price	Notes	Manufacturer	Model	Serial	MDT	Other
Radio Antenna	5	7.6	38.00	Antenna Specialty Co. 726-LZDN	Antenna Specialty Co.	ASPB # 772		Not interested	\$38/Bus
Radio	5	7.6	38.00	Interested				Not interested	
Navigation Unit	5	32.00	160.00	Digital Recorders		GPS Receiver with heading sensor, GPS power cable, heading sensor cable		Not interested	\$1603/Bus
Automated Vehicle Locator (AVL)	5	32.00	160.00	Interested				Not interested	
Automated Passenger Counter (APC)	5	32.00	160.00	Interested				Not interested	
Ultrasonic Object Detection System	5	60.80	304.00	Clever Devices		Seymore, Interactive, Ultrasonic Object Detector System		Not interested	\$3045/Bus

desired MDT, if required

Torrance to Advise model/mfr of desired radio, if required

Torrance to Advise model/mfr of desired AVL System, if required

Torrance to Advise model/mfr of desired APC System, if required

<b>CONTRACT DELIVERABLES LIST</b>	
<b>CUSTOMER NAME</b>	Torrance Transit
<b>BID NUMBER</b>	06-070
<b>SR #</b>	1394
<b>CUSTOMER CONTRACT #</b>	TBD
<b>CUSTOMER PO #</b>	None Assigned
<b>BUS MODEL</b>	GE40LFR
<b>QUANTITY</b>	10

NF Diagnostics & Tooling		Torrance			
PAGE REFERENCE	DESCRIPTION	QUOTED PART #	TOTAL COST	CURRENCY	BID QTY
Attachment B, pg 149	Propulsion System - ISE/Ford		\$6,110.01	USD	
Attachment B, pg 149	ISE Laptop Computer c/w software and interfaces	166509	\$5,554.04	USD	1
Attachment B, pg 149	Ford Scan Tool Kit	166510	\$555.98	USD	1
	<b>PLC - Vansco</b>		<b>\$34.53</b>	<b>USD</b>	
Attachment B, pg 149	Interface Cable	159010	\$34.53	USD	1
Attachment B, pg 149	Vansco Software (Download from Net)	No.#	\$0.00	USD	1
	<b>HVAC - Carrier</b>		<b>\$194.54</b>	<b>USD</b>	
Attachment B, pg 149	Diagnostic Kit	068836	\$194.54	USD	1
	<b>ABS - Meritor Wabco</b>		<b>\$550.22</b>	<b>USD</b>	
Attachment B, pg 149	Wabco Software	6334596	\$267.05	USD	1
Attachment B, pg 149	Wabco Cable for 6334596 - Converter	6339620	\$92.09	USD	1
Attachment B, pg 149	Wabco Cable for 6334596 - 6 pin Deutsch	6339621	\$63.31	USD	1
Attachment B, pg 149	Wabco Cable for 6334596 - Male/Female extension	6339622	\$112.81	USD	1
Attachment B, pg 149	6 to 9 pin adapter	128951	\$14.96	USD	1
<b>Total</b>			<b>\$6,883.31</b>		

TOOLING NOT INCLUDED IN BUS PRICE

CPM  
New Flyer

Customer Representative  
Norwalk Transit

CONTRACT DELIVERABLES LIST	
CUSTOMER NAME	Norwalk Transit
BID NUMBER	200701
SR #	104
CUSTOMER CONTRACT #	TBD
CUSTOMER PO #	1076 Assigned
BUS MODEL	SEAL-FF
QUANTITY	1

NF Spares Parts		CONTRACT SPARES			
PAGE REFERENCE	CUSTOMER DELIVERY	DESCRIPTION	TOTAL COST	BID QTY	COMMENTS
Page 26 Section 5.1.6.4.2	2 per bus	Compartment Access Door Key # 16 20 Key	\$68.40	10	
Page 26 Section 5.1.6.4.2	2 per bus	Electronic Box Key	\$1.00	10	
Page 49 & 50 Section 5.4.1.1.3	1 per bus required & delivered with bus	Spares Training Kit - Assume property supplied this spares the contractor	\$1,948.00	6	To be determined by manufacturer
Page 71 Section 5.2.3.1.1		OTC spares for interior seats and exterior ADA OTC and RVSS required seats	TBD		This is property specific and subject to approval
Page 74 Section 5.5.4.1.1a	2 per bus	Operator Storage Box Key 13M Key #2002	\$0.00	12	
Page 147 Section 5.7	Deliver 6 business days following bus delivery	Complete Hydraulic System (e.g. Eng. Gen. R&R ready including accessories)	\$214,169.76	1	
Page 147 Section 5.7	Deliver 6 business days following bus delivery	Main Propulsion Generator to include power electronics	\$18,428.15	1	
Page 147 Section 5.7	Deliver 6 business days following bus delivery	Traction Motor to include power electronics	\$8,116.40	1	
Page 147 Section 5.7	Deliver 6 business days following bus delivery	Main Propulsion Drive Controller	\$1,431.10	1	
Page 147 Section 5.7	NOTE: THE MANUFACTURER SHALL MAINTAIN THE MODULE AT THEIR SITE IN A STATE AVAILABLE FOR DELIVERY UPON REQUEST WITHIN 2 DAYS TO SITE	Main Propulsion Energy Storage Module (to be supplied as complete R&R assembly)	TBD		Included in Hybrid chassis option
Page 147 Section 5.7	Deliver 6 business days following bus delivery	Central on-board computer to include interfaces and software	\$0.00		Not Available
Page 147 Section 5.7	Deliver 6 business days following bus delivery	Radiator and related heat exchangers	\$8,447.00	1	
Page 147 Section 5.7	Deliver 6 business days following bus delivery	Power Steering Pump	\$437.00	1	
Page 147 Section 5.7	Deliver 6 business days following bus delivery	Steering Gearbox	\$885.00	1	
Page 147 Section 5.7	Deliver 6 business days following bus delivery	Cooling System Fan Drive	\$0.00		N/A for hybrid electric drive system per SB
Page 147 Section 5.7	Deliver 6 business days following bus delivery	34 VDC Generator/alternator power (400)	\$1,801.68	1	
Page 147 Section 5.7	Deliver 6 business days following bus delivery	A/C Compressor	\$3,318.28	1	
Page 147 Section 5.7	Deliver 6 business days following bus delivery	Front Axle drive shaft & axle shaft hardware	\$1,442.88	1	
Page 147 Section 5.7	Deliver 6 business days following bus delivery	Rear Axle drive shaft & axle shaft hardware	\$1,400.47	1	
Page 147 Section 5.7	Deliver 6 business days following bus delivery	Front Disc motor assembly	\$600.89	1	
Page 147 Section 5.7	Deliver 6 business days following bus delivery	Rear Disc motor assembly	\$600.89	1	
Page 147 Section 5.7	Deliver 6 business days following bus delivery	Wheelchair ramp cumulative control assembly	\$482.08	1	
Page 147 Section 5.7	Deliver 6 business days following bus delivery	HVAC compressor w/ clutch	\$638.94	1	
Page 147 Section 5.7	Deliver 6 business days following bus delivery	HVAC evaporator motor w/ controller	\$61.40	1	
Page 147 Section 5.7	Deliver 6 business days following bus delivery	HVAC condenser motor w/ controller	\$69.99	1	
Page 147 Section 5.7	Deliver 6 business days following bus delivery	HVAC system controller	\$4,283.83	1	
Page 147 Section 5.7	Deliver 6 business days following bus delivery	HVAC hot water pump	N/A		Not Required - per Garner
Page 147 Section 5.7	Deliver 6 business days following bus delivery	Defroster motor w/ controller	N/A		Not Required - per Garner
Page 147 Section 5.7	Deliver 6 business days following bus delivery	PLC processor module	\$0.00		Includes device in PLC Module Set
Page 147 Section 5.7	Deliver 6 business days following bus delivery	HVAC complete module to be used as R&R of defective module	\$17,818.88	1	
Page 147 Section 5.7	Deliver 6 business days following bus delivery	PLC I/O module as set per to include 1 each of 16-bit module used with the PLC system	\$707.24	1	
Page 148 Section 5.7	Deliver 6 business days following bus delivery	Rear axle gear assembly complete w/ clutch	\$16,118.99	1	
<b>Total Cost</b>			<b>\$200,000.00</b>		

Amount of Spares that the Vendor is Submitting

CPD  
New Flyer

Customer Representative  
Norwalk Transit

CONTRACT DELIVERABLES LIST		Tools
CUSTOMER NAME	Torrance Transit	
BID NUMBER	06-076	
SR #	1384	
CUSTOMER CONTRACT #	TBD	
CUSTOMER PO #	None Assigned	
BUS MODEL	GE40LFR	
QUANTITY	10	

NF Diagnostics & Tooling		ALL AGENCIES
PAGE REFERENCE	DESCRIPTION	
	<b>Propulsion System - ISE</b>	
Section 5.1.5.4.2 pg 26	Cradle, Transport / Storage Cart	
Section 5.1.5.4.2 pg 26	Lifting Fixture, Cradle	
	<b>Destination Sign - Twin Vision</b>	
Section 5.1.5.4.2 pg 26	PC/MCIA CARD	088244
Section 5.1.5.4.2 pg 26	ELYSE Software Package	122321
	<b>Axles - MAN</b>	
Section 5.1.5.4.2 pg 26	Front Axle Service Tools	6347492
Section 5.1.5.4.2 pg 26	Rear Axle Service Tools	6347493
	<b>Miscellaneous</b>	
Section 5.1.5.4.2 pg 26	Tow adapter	6343110
Section 5.1.5.4.2 pg 26	Jacking adapter	070503
Section 5.1.5.4.2 pg 26	Wheel Alignment Laser machine	NPN
Attachment B, pg 149	Optional Site Computer c/w all systems software	NPN
	<b>Fire Suppression - Amerex</b>	
Section 5.1.5.4.2 pg 26	Discharge Hose Blowout Adapter	052132
Section 5.1.5.4.2 pg 26	Fire Alarm/Simulator Module	135682
Section 5.1.5.4.2 pg 26	SafetyNet Software and interface Cable	6355551
<b>Total</b>		

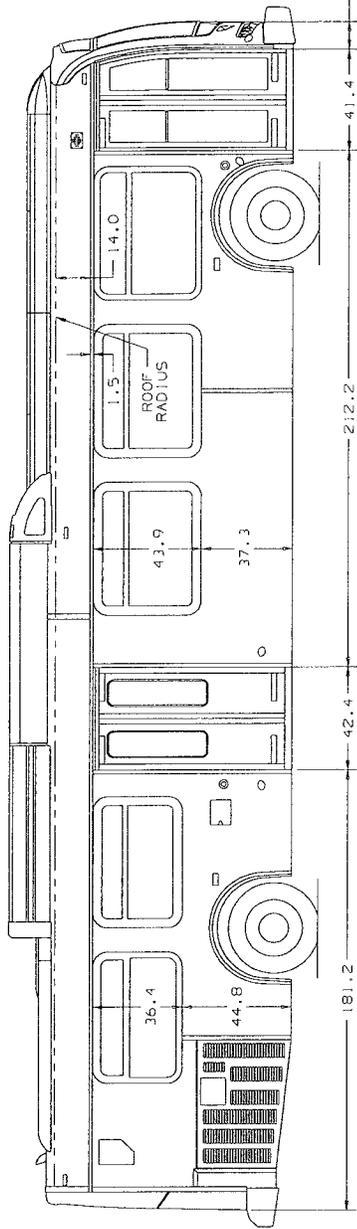
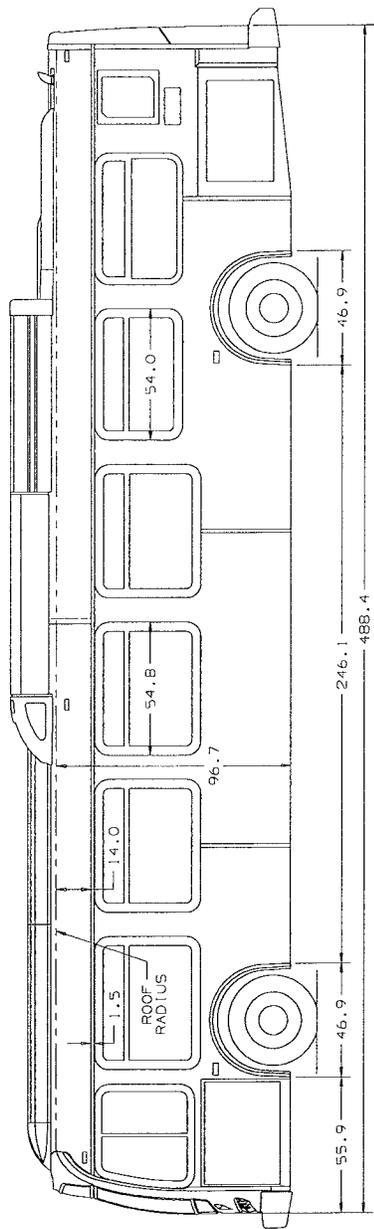
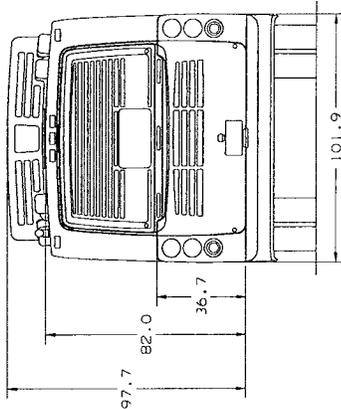
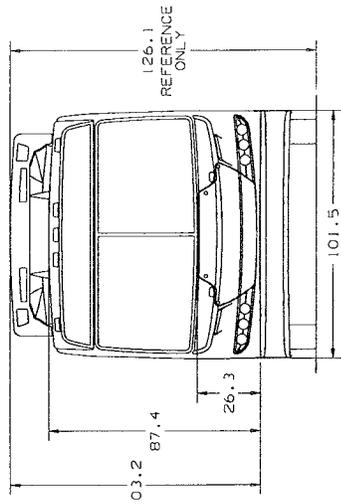
Tools are included in Bus Price

CPM  
New Flyer

Customer Representative  
Norwalk Transit

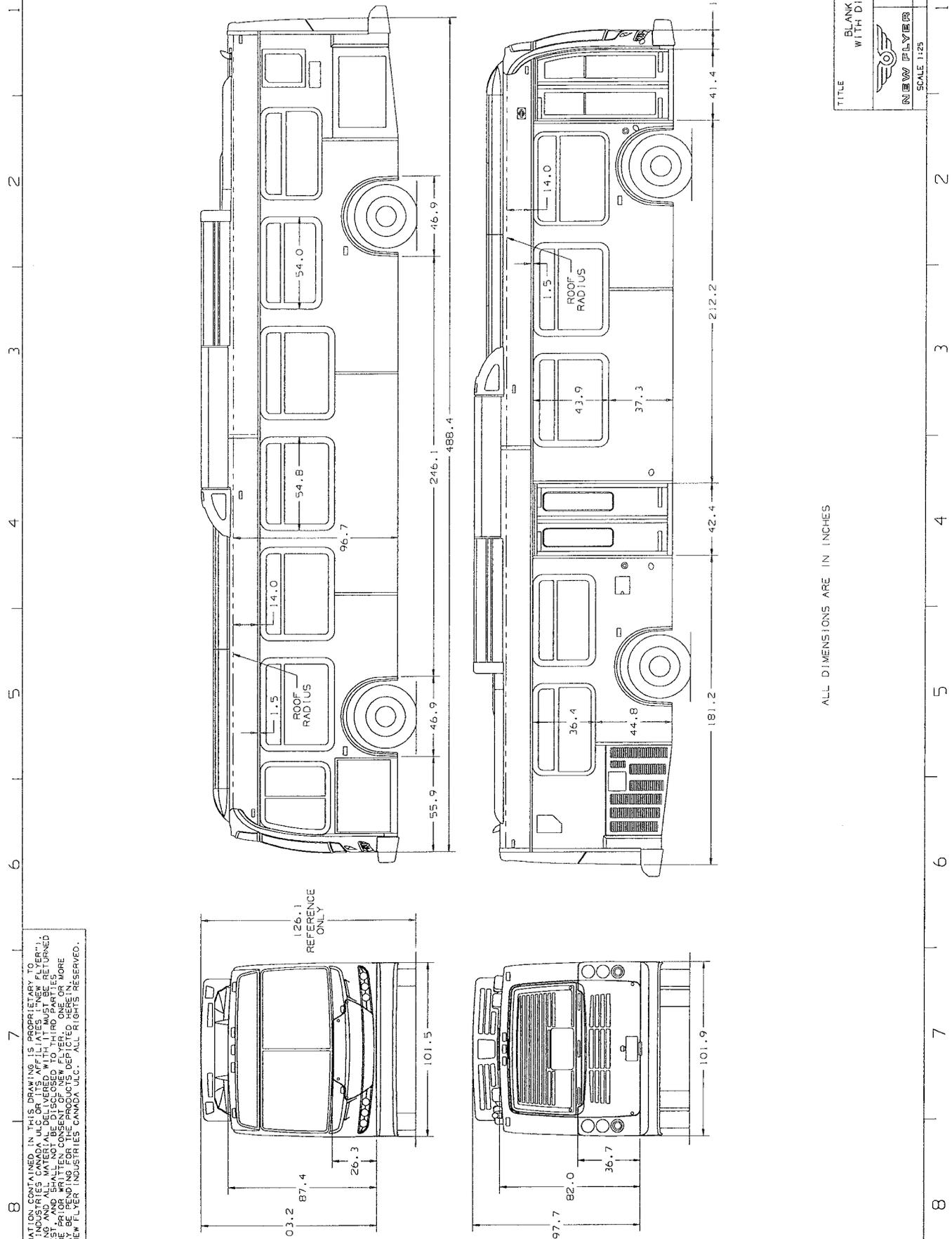
QUOTED PART #	TOTAL COST	CURRENCY	BID QTY
	\$3,438.32	USD	
NPN	\$2,030.53	USD	1
NPN	\$1,407.79	USD	1
	\$4,374.16	USD	
	\$690.66	USD	4
	\$3,683.51	USD	4
	\$14,291.17	USD	
	\$6,365.19	USD	1
	\$7,925.98	USD	1
	\$24,253.81	USD	
	\$231.85	USD	1
	\$712.27	USD	2
	\$9,496.54	USD	1
	\$13,813.15	USD	1
	\$467.34	USD	
	\$55.25	USD	1
	\$132.38	USD	1
	\$279.72	USD	1
	\$46,824.82		

THE INFORMATION CONTAINED IN THIS DRAWING IS PROPRIETARY TO FLYER. THIS DRAWING AND ALL MATERIALS DELIVERED WITH IT MUST BE RETURNED UPON REQUEST AND SHALL NOT BE DISCLOSED TO THIRD PARTIES WITHOUT THE WRITTEN CONSENT OF FLYER. FLYER AND FLYER PATENTS MAY BE PENDING FOR THE PRODUCTS DEPICTED HEREIN. MORE INFORMATION IS AVAILABLE FROM FLYER. © 2009 NEW FLYER INDUSTRIES CANADA ULC. ALL RIGHTS RESERVED.



ALL DIMENSIONS ARE IN INCHES

TITLE	BLANK LAYOUT WITH DIMENSIONS
MODEL	OE41LFR
SCALE	1:25
D	SHEET 1 OF 1





**NEW FLYER**

May 27, 2009

James E. Lee  
City of Torrance  
Torrance Transit System  
20500 Madrona Avenue  
Torrance, CA. 90503-2684

**Subject: Torrance Transit SR 1394**  
**Pre Award Buy America Analysis**

Dear James:

Please find enclosed the Montebello contractual required Pre Award Buy America Analysis.

Should you have any questions or concerns, please contact me by telephone at (204) 224-6480, by email at [paula\\_lemay@newflyer.com](mailto:paula_lemay@newflyer.com) or via fax at (204) 222-4585. Thank You.

Sincerely,

Paula Lemay  
Customer Programs Manager  
New Flyer

Cc: Art Estrada

**Headquarters/  
Winnipeg Facility**

711 Kernaghan Ave.  
Winnipeg, Manitoba  
R3C 3T4 Canada

Ph: (204) 224-1251  
Fx: (204) 224-0551  
e-mail: [buses@newflyer.com](mailto:buses@newflyer.com)

**Customer  
Services**

25 DeBaets St.  
Winnipeg, Manitoba  
R2J 4G5 Canada

Ph: (204) 982-8400

**Winnipeg Service  
Support Center**

111 Elan Blvd.  
Winnipeg, Manitoba  
R2J 4H1 Canada

Ph: (204) 982-9128  
Fx: (204) 233-4857

**New Jersey Service  
Support Center**

808 Garfield Ave.  
Jersey City, New Jersey  
07305-4423 USA

Ph: (201) 369-1200  
Fx: (201) 369-0345

**New Product  
Development**

Unit 7, 45 Beghin Ave.  
Winnipeg, Manitoba  
R2J 4B9 Canada

Ph: (204) 982-8413  
Fx: (204) 654-4941

**Crookston  
Facility**

214 5<sup>th</sup> Ave. SW  
Crookston, Minnesota  
56716 USA

Ph: (218) 281-5752  
Fx: (218) 281-5672

**St. Cloud  
Facility**

6200 Glenn Carlson Dr.  
St. Cloud, Minnesota  
56301 USA

Ph: (320) 203-0576  
Fx: (320) 203-0584



# NEW FLYER

New Flyer of America Inc. 214 - 5th Avenue South West, Crookston, Minnesota, U.S.A. 56716  
Administration: 711 Kernaghan Avenue, Winnipeg, Manitoba, Canada R2C 3T4 Phone: (204) 224-1251 Fax: (204) 224-0551

May 22, 2009

**Re: Pre Award Buy America Analysis  
Torrance Transit System**  
**Qty: 10 Units**  
**Model: GE40LFR**  
**Our Ref: BID # 06-076**

Dear Sir or Madam;

In response to your request, the Pre Award Buy America audit you requested has been completed. To the best of my knowledge, the information and documents disclosed for the purposes of facilitating the Buy America Audit are true, authentic, completed and are an accurate representation of the manufacture of the above contract in compliance with Buy America requirements.

Please find in the enclosed file the following items as required for Buy America Compliant Buses:

- Schedule of Material Costs defining list of components proposed for installation in your coaches. This listing representing a minimum of 60% US content within the cost of the coach and is presented in % format as identified in the US DOT document "Conducting Pre-Award and Post-Delivery Audits for Bus Procurements" page 2-2.
- The Final Assembly Location of the Bus may be full manufacture at New Flyer USA or split manufactured between New Flyer Industries, in Winnipeg, Manitoba, Canada with final manufactured at either of these two facilities.

New Flyer of America Inc.  
214-5<sup>th</sup> Avenue South West  
Crookston, MN, USA 56716

New Flyer USA.  
6200 Glenn Carlson Drive  
St. Cloud, MN, 56301

- Description of the activities that will take place at the Final Assembly Location is described in the Buy America Compliance Plan.
- The Proposed Cost of Final Assembly is estimated to be \$ 31,000.USD.

If you have any questions regarding these documents, please call me at (204) 224-6639.

Sincerely,

Annie Phonhvilay  
Costing Manager  
New Flyer Industries Canada ULC



May 22, 2009

**PRE-DELIVERY  
FMVSS COMPLIANCE CERTIFICATION**

**Purchaser:** Torrance Transit System  
**Number of Buses:** 10  
**Description of Buses:** GE40LFR  
**New Flyer Build No.:** Bid # 06-076

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 Services

**Headquarters/  
Winnipeg Facility**

711 Kernaghan Ave.  
Winnipeg, Manitoba  
R2C 3T4 Canada

Ph: (204) 224-1251  
 Fx: (204) 224-0551  
 e-mail: bussales@newflyer.com

**Customer  
Services**

25 DeBaets St.  
Winnipeg, Manitoba  
R2J 4G5 Canada

Ph: (204) 982-8400

**New Jersey Service  
Support Center**

808 Garfield Ave.  
Jersey City, New Jersey  
07305-4423 USA

Ph: (201) 369-1200  
 Fx: (201) 369-0345

**New Product  
Development**

Unit 7, 45 Beghin Ave.  
Winnipeg, Manitoba  
R2J 4B9 Canada

Ph: (204) 982-8413  
 Fx: (204) 654-4941

**Crookston  
Facility**

214 5<sup>th</sup> Ave. SW  
Crookston, Minnesota  
56716 USA

Ph: (218) 281-5752  
 Fx: (218) 281-5672

**St. Cloud  
Facility**

6200 Glenn Carlson Dr.  
St. Cloud, Minnesota  
56301 USA

Ph: (320) 203-0576  
 Fx: (320) 203-0584

Buy America Analysis - Pre Delivery  
 Torrence Transit System  
 Bid# 06-076, GE40LFR X 10

Certified	YES
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Buy America %	Component	Vendor Name	Subcomponent Part Description	Total
	201 BUMPERS	ELO ENGINEERING INC	ANGLE C/O FRT BUMPER	0.00%
			CLOSEOUT-BUMPER L/H	0.00%
			CLOSEOUT-BUMPER R/H	0.00%
			PLATE-LH FRT BUMPER C/O	0.00%
			PLATE-RH FRT BUMPER C/O	0.00%
		ROMEO RIM INC	BUMPR-FRT LF STD BLK B/R	0.19%
			BUMPER-RR ANTI RIDE	0.18%
		SIKA CANADA INC	ADHESIVE-SIKA 255 BLACK	0.00%
	203 SUSPENSION FRONT	MAN ENGINES AND COMPONENTS	NUT LOCKING 24MM	0.00%
			BOLT RAD ROD ATTACHING	0.00%
			ROD RADIUS FRT SPEC	0.08%
			AXLE-FRT MAN LF	1.16%
		RH SHEPPARD CO IND	PLUNGER-P/S RELIEF 2.88	0.00%
			(OBS) BOX-STRG M110 MAN 40 FT	0.20%
		SIKA CANADA INC	ADHESIVE 252 WHITE UNIPAC	0.00%
		SIKA CORPORATION	(OBS) ADHESIVE SIKA 221 WHITE	0.00%
	204 SUSPENSION REAR	MAN ENGINES AND COMPONENTS	AXLE-RR MAN 11T 4.04	2.58%
	219 ENGINE	ELO ENGINEERING INC	ASSY-SWITCH BOX WELDED	0.04%
		ISE CORPORATION	ASSY-POWERPLANT CRADLE	0.00%
			ASSY-CATALYST/MUFFLER	0.00%
			GUARD-BELT TRITON V10	0.00%
			ISILATOR-MUFFLER MOUNT	0.00%
			DISC-MFLR POLYURETHANE	0.00%
			TUBE-EXHAUST FLEX/ELBOW	0.00%
			CLAMP-EXHAUST V-BAND	0.00%
			PLATE-SPRT TOP MUFFLER	0.00%
			CLAMP-U MUFFLER	0.00%
			ENGINE AND TRANSMISSION	47.98%
		RIKER PRODUCTS INCORPORATED	TUBE-AIR INTAKE	0.01%
		VIBRANT POWER INC	TUBE-TAIL PIP EXHAUST	0.03%
	231 COOLING SYSTEM	ISE CORPORATION	ASSY-COOLING FANS	0.00%
			SHIELD-HEAT, FAN SHROUD	0.00%
	241 FUEL SYSTEM	ISE CORPORATION	ASSY-FUEL TANK GASOLINE	0.00%
			FILLER-NECK, GASOLINE	0.00%
			ASSY-LIQ TNK, PMP, FLTR	0.00%
			ASSY-CANISTER CARBON	0.00%
			TUBE-CROSSOVER GASOLINE	0.00%
			ASSY-VENT, FILLER NECK	0.00%
			CAP-DUST, GASOLINE	0.00%
			ASSY-VAPOR TUBE 5/8 OD	0.00%
			TUBE-FUEL RETURN 5/16OD	0.00%
			TUBE-FUEL SUPPLY 3/8 OD	0.00%
			ASSY-VAPOR TUBE 1/2 OD	0.00%
			CLAMP-FUEL LINES, GE	0.00%
			HOSE-FUEL 1.5 ID	0.00%
			CLAMP-GEAR HOSE 1.50	0.00%
			CLAMP-GEAR HOSE 0.75	0.00%
			CLIP-FUEL HOSE 22.6MM	0.00%
			CLIP-FUEL HOSE 19.8MM	0.00%
			CLIP-FUEL HOSE 16.2MM	0.00%
			CLIP-FUEL HOSE 14.5MM	0.00%
			ASSY-FUEL HOSE, SUPPLY	0.00%
			ASSY-FUEL HOSE, RETURN	0.00%
			ASSY-RETURN TUBE 5/16OD	0.00%
			ASSY-VENT TUBE	0.00%
			ASSY-SUPPLY TUBE 3/8 OD	0.00%
			CLAMP-GEAR HOSE .625	0.00%
	246 AIR, BRAKE & LEV SYSTEM	ORISKANY MANUFACTURING	TUBE-AIR DRYER	0.00%
			TUBE-DRYER SIGNAL CU	0.00%
		PRIORITY MANUFACTURING INC	BRACKET MOUNTING	0.00%
		RIKER PRODUCTS INCORPORATED	CLAMP 3 1/2 U	0.00%
		SIKA CANADA INC	ADHESIVE SIKA 221 BLACK	0.01%
	260 BATTERY COMPARTMENT	ELO ENGINEERING INC	ANGLE LIGHT SWITCH	0.00%
			ASSY-DRAIN TUBE	0.00%
		ISE CORPORATION	ASSY-ULTRACAPACITOR SYS	0.00%
			ASSY-CLG RESERVOIR/PUMP	0.00%
			RAD-CLG SYS ELECTRONICS	0.00%
		ORISKANY MANUFACTURING	TUBE-1.12 DIA CU RETURN	0.03%
			TUBE-1.12 DIA CU SUPPLY	0.03%
			TUBE-1.13 X 3.00 1 CU	0.00%

Buy America Analysis - Pre Delivery  
Torrence Transit System  
Bid# 06-076, GE40LFR X 10

Certified  YES

Buy America %			
Component	Vendor Name	Subcomponent Part Description	Total
260 BATTERY COMPARTMENT	PHOENIX INDUSTRIES/CROOKSTON	COVER-BATTERY S50/CUMM	0.03%
	RCA RUBBER COMPANY	RBR-RCA SMTH BLK 33"	0.00%
269 PA SYSTEM	CLEVER DEVICES	P/A SYSTEM	0.24%
	GFI GENFARE	P.A.SPEAKER	0.02%
		SPEAKER ASSY-EXT	0.00%
273 EXTERIOR LAMPS	SIKA CANADA INC	ADHESIVE SIKA 221 BLACK	0.00%
		(OBS) ADHESIVE SIKA 221 WHITE	0.00%
277 INTERIOR LIGHTING	ELO ENGINEERING INC	STRIP-SOLID 72 LG BLOCK	0.00%
		STRIP-30% 72LG BLOCK	0.00%
	TRANSMATIC INC	EXTRUSION-L20 LGT SPRT	1.22%
284 ELECT-SIDE CONSOLE/ELECT	FARGO ASSEMBLY COMPANY	HRNS-VMM CAN SC	0.01%
		HRNS-CAN RR PANEL ISE	0.02%
		HRNS-RR PNL DIAGNOSTICS	0.02%
	VANSCO ELECTRONICS LP	MODULE-VMM 2820	0.12%
		MODULE-VMM 1210	0.24%
	VAPOR BUS INTERNATIONAL	CONTROLLER-BUS DOOR	0.02%
		HANDLE ASSY DOOR CNTR	0.01%
286 ELECT-INSTRUMENT & SWITC	FARGO ASSEMBLY COMPANY	HRNS-CAN INSTR PANEL	0.01%
289 HARNESS MATERIALS/ROUTIN	SIKA CANADA INC	(OBS) ADHESIVE SIKA 221 WHITE	0.00%
292 ELECTRICAL HARNESSSES	FARGO ASSEMBLY COMPANY	HRNS-LH #1 & #2 T. TAPES	0.00%
		HRNS-LH #3 & #4 T. TAPES	0.00%
		HRNS-LH #5 & #6 T. TAPES	0.00%
		HRNS-RH #3 & #4 T. TAPES	0.00%
		HRNS-RH #5 & #6 T. TAPES	0.00%
		HRNS-SC TO UP RH DASH	0.03%
		HRNS-STOP REQ SW XCHL1	0.00%
		HRNS-RH #1 & #2 T.TAPES	0.00%
		HRNS-RH CROWN 40 ISE	0.23%
		HRNS-LH CROWN 40 ISE	0.11%
		HRNS-ENG COMPT ISE	0.04%
		HRNS-PROPULSION ENG	0.03%
294 ELECTRICAL POWER CABLES	FARGO ASSEMBLY COMPANY	SC-TO GNDPSC BOX PS24PC	0.00%
		PS19PC-BATBUS TO RR	0.01%
304 PAINT & DECAL	SIKA CANADA INC	(OBS) ADHESIVE SIKA 221 WHITE	0.02%
350 DRIVERS CONTROL	DOUGLAS AUTOTECH CORP	(OBS) COLUMN-STEERING LFB STD	0.06%
	SIKA CORPORATION	ADHESIVE SIKA 221 BLACK	0.00%
410 TAPPING PLATES	PRIORITY MANUFACTURING INC	ASSY-CHANNEL BATT SUPP	0.01%
420 BODY A/P BEFORE PAINT	AROW GLOBAL INC	BRACKET ACC DR SPR UPR	0.00%
		HINGE ASSY SURGE MOUNTING ANGLE	0.00%
	ELO ENGINEERING INC	RETAINER	0.00%
		SCREEN-AIR INTAKE	0.01%
		GRILLE-CONDENSER	0.01%
	GENERAL PLASTICS INC	TRIM-AIR INTAKE	0.00%
	ISE CORPORATION	ASSY-ENGINE DR CLG FAN	0.00%
	PHOENIX INDUSTRIES/CROOKSTON	COVER-WPR MTR LH RTM	0.00%
		COVER-WPR MTR RH RTM	0.00%
		PANEL-FRONT MASK RTM	0.21%
		COVER-DEFROSTER RTM	0.02%
		PANEL-REAR A/C DOOR	0.09%
	PRIORITY MANUFACTURING INC	BRACKET CORNER PILLAR	0.00%
	SIKA CANADA INC	ADHESIVE 221 WHITE	0.03%
		ADHESIVE 252 WHITE UNIPAC	0.00%
		ADHESIVE SIKA 201 WHITE	0.02%
		ADHESIVE SIKA 252 WHITE	0.01%
		SIKA-221 BLACK UNIPAC(Pick as container only)	0.00%
		ADHESIVE-ROOF JOINT KIT	0.00%
		ACTIVATOR-SIKA	0.01%
		(OBS) ADHESIVE SIKA 221 WHITE	0.00%
421 INSULATION	FEDERAL FOAM	KIT-ENG COMPT INSUL DBL	0.12%
	SIKA CANADA INC	ADHESIVE 252 WHITE UNIPAC	0.00%
422 BODY A/P AFTER PAINT	ELO ENGINEERING INC	ASSY-PANEL TRANS LH	0.01%
		ASSY-PANEL TRANS RH	0.01%
		PANEL-GUSSET CLOSEOUT	0.01%
		PANEL-GUSSET C/OUT	0.01%
		SCREW-SHIELD	0.00%
		ANGLE-LIGHT/DUCT 50% -85 BA	0.01%
	FARGO ASSEMBLY COMPANY	HRNS-SERVICE LP JUMPERS	0.00%
	FEDERAL FOAM	DB-FOAM ROLL 11"X31"	0.00%
		FOAM URETHANE 11" X 31" X 3/4" THK	0.00%
	GENERAL DEVICES	RACK-ELECTRICAL ENCL	0.07%

Buy America Analysis - Pre Delivery  
Torrence Transit System  
Bid# 06-076, GE40LFR X 10

Certified	YES
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Buy America %	Vendor Name	Subcomponent Part Description	Total
422 BODY A/P AFTER PAINT	GENERAL PLASTICS INC	ASSY-ENCL RR PLC BLACK	0.08%
	PHOENIX INDUSTRIES/CROOKSTON	DASH ASSY LH UPPER	0.03%
	PRIORITY MANUFACTURING INC	PLATE-BACKING DOOR	0.00%
	RCA RUBBER COMPANY	RUBBER-SMOOTH .12 BLACK	0.00%
	SIKA CANADA INC	ADHESIVE 252 BLK	0.00%
		ADHESIVE SIKA 221 BLACK	0.00%
	TCB INDUSTRIES INC	ASSY-RETAINER/BRACKET	0.03%
		STANCHION-VCOM BLK	0.01%
		STANCHION-VCOM SST	0.01%
	THERMO KING CORPORATION	FILTER-DACRON REAR AC	0.01%
450 FLOORING A/P	ELO ENGINEERING INC	TRIM ENTRANCE C/O FORE	0.00%
	PHOENIX INDUSTRIES/CROOKSTON	CORNER-REAR STEP	0.01%
		PANEL-INNER WLH, LH	0.02%
		PANEL-INNER WLH, RH	0.02%
	PRIORITY MANUFACTURING INC	EDGE-W/CHAIR RAMP	0.00%
	SIKA CANADA INC	(OBS) ADHESIVE SIKA 221 WHITE	0.00%
460 WINDOWS	PHOENIX INDUSTRIES/CROOKSTON	WINDSHIELD, STREETSIDE (LH) GREEN	0.03%
	TRANSIT CARE INC	WINDOW-DRVR FULL SLDR	0.00%
		WINDOW-DESTN FXD/FXD44GY	0.00%
		WINDOW-PICTURE EMER	0.00%
		WINDOW-FIXED/HOPPER TC	0.00%
		WINDOWS	2.19%
470 DESTINATION SIGNS	AROW GLOBAL INC	GLASS-FRT DEST SIGN	0.03%
480 MIRRORS	ACME SPECIALTY MANUFACTURING	MIRROR HEAD ASSY	0.02%
	HADLEY PRODUCTS CORPORATION	ASSY-EXT MIRROR,RH	0.19%
	ROSCO INCORPORATED	MIRROR-6" DIA FLAT SPOT	0.00%
490 DOOR ENTRANCE	AROW GLOBAL CORP	GLASS-0.282 m2 ENTR LFL TOP	0.01%
		GLASS 0.142 m2 ea-ENTR LFL BTM	0.01%
	VAPOR BUS INTERNATIONAL	HANDLE-ENT DR, AFT YEL	0.00%
		HANDLE-ENT DR, FWD YEL	0.00%
		BASEPLATE ASSY	0.00%
		KIT-DOOR ENTRANCE FWD	0.00%
		KIT-DOOR HARDWARE ENTR	1.15%
		WASHER - PL 3/8	0.00%
		WASHER LK SPL 3/8	0.00%
		WASHER-FLAT NO.10	0.00%
		BOLT-12PT 3/8 24 X 1.25	0.00%
		KIT-DOOR ENTRANCE AFT	0.00%
		KIT-COVER ENG/SPN	0.00%
		DOOR-PNL ASSY LH	0.00%
		DOOR-PNL ASSY RH	0.00%
		WEDGE W/THREADS	0.00%
		WEDGE W/O THREAD	0.00%
491 DOOR EXIT	AROW GLOBAL CORP	GLASS-EX DR TEMP 44 GY	0.01%
	CLEVER DEVICES	KIT-DOOR EXIT MED FWD	0.17%
	VAPOR BUS INTERNATIONAL	SCR-PAN HD SEMS	0.00%
		WASHER - PL 3/8	0.00%
		WASHER LK SPL 3/8	0.00%
		NUT-HEX ACORN #10 32	0.00%
		WASHER-FLAT NO.10	0.00%
		BOLT-12PT 3/8 24 X 1.25	0.00%
		ASSY-EMER VALVE ENG/SPN	0.00%
		KIT-DOOR HARDWARE EXIT	0.00%
		BASEPLATE-EX MED CLASS	0.00%
		KIT-DOOR EXIT MED FWD	1.05%
		KIT-DOOR EXIT MED AFT	0.00%
		HANDLE-EXIT DR YL CLASS	0.00%
		ASSY-DR PANEL FWD CLASS	0.00%
		ASSY-DR PANEL AFT CLASS	0.00%
		KIT-CLASS MED EXIT	0.00%
		WEDGE W/THREADS	0.00%
		WEDGE W/O THREAD	0.00%
526 SEATING & STANCHIONS	4ONE	PASSENGER SEAT	4.38%
	AMERICAN SEATING CO TRANSPORT	KIT-SEATS MONTEBELLO	0.00%
	AROW GLOBAL INC	RETAINER-STNCHN & PNL	0.00%
	RECARO	DRIVER SEAT	0.38%
	TCB INDUSTRIES INC	TUBE-STNCH LUG RK SS	0.00%
		TUBE-RH LUGG RK	0.01%
	USSC LLC	SEAT-DRIVER'S USSC Q90	0.00%
549 HVAC SYSTEM	AMETEK ROTRON TMD	ADAPTER KIT BOOSTER PUMP	0.01%

Buy America Analysis - Pre Delivery  
 Torrence Transit System  
 Bid# 06-076, GE40LFR X 10

Certified	YES
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Buy America %			
Component	Vendor Name	Subcomponent Part Description	Total
549 HVAC SYSTEM	AMETEK ROTRON TMD	PUMP-BOOSTER ROTRON 24V	0.12%
	ISE CORPORATION	SHIELD-HEAT, CU LINES	0.00%
	SIKA CANADA INC	ADHESIVE BLACK UNIPAC 252	0.00%
		(OBS) ADHESIVE SIKA 221 WHITE	0.00%
	SUTRAK CORPORATION	DUCT-SUPPLY AIR C/SIDE	0.00%
		DUCT-SUPPLY AIR S/SIDE	0.00%
		A/C UNIT-RR ACE19 BF11	0.00%
	THERMO KING CORPORATION	SPOUT TUBE DRAIN	0.00%
		WASHER UNIT MTG SPL	0.00%
	VIBRANT POWER INC	TUBE-DRAIN SST FLEXIBLE	0.01%
TUBE-.75IDX59.25 LG SST		0.00%	
TUBE-.75IDX65.5LG SST		0.01%	
TUBE-.75ID X 61.0LG SST		0.01%	
580 WHEELCHAIR LIFT	RICON	WHEELCHAIR LIFT	0.85%
600 CUSTOMER OPTIONS	AMEREX	SAFETY NET SYSTEM	1.49%
	AMEREX CORP	BRKT ASSY V25 HORZ	0.00%
		CONTROL PNL-FIRE PRSW	0.00%
		CYL-AGENT W/PRSW VH25	0.00%
		DISTRIBUTOR FIRE SUSPRESSANT	0.00%
		ELECT-ACT LEAD 40'	0.00%
		ELECTRIC-ACTUATOR MOD	0.00%
		ELECTRIC-CNTRL HEAD MOD	0.00%
		HAZARD-WIRE MOD 15'	0.00%
		HAZARD-WIRE MOD 6'	0.00%
		KIT FTG DISCHARGE	0.00%
		MANUAL-ACTUATION SWITCH	0.00%
		NOZZLE CONE	0.00%
		POWER-SUPPLY LEAD 60'	0.00%
	THERMOSTAT-MINI MOD350F	0.00%	
	WIRE HAZARD MOD 3'	0.00%	
	GENERAL PLASTICS INC	ENCLOSURE-MTG CNTRL PNL	0.00%
	PUBLIC TRANSPORT SAFETY	DEFLECTORS	0.36%
	SIKA CANADA INC	SIKA-221 BLACK UNIPAC(Pick as container only)	0.00%
	SPORTWORKS NW	KIT STAND OFF BOLT	0.00%
SLIDE-IN STAND OFF		0.00%	
ASSY-CABLE BIKE RACK		0.00%	
PLATE-PIVOT NP BK DPLY		0.00%	
RACK-BIKE NP SST DPLY		0.00%	
	BIKE RACK	0.25%	
Grand Total			68.76%



## **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.



## **NEW FLYER**

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 in 1999.
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 in 1999. Due to the axle installation relocation the join-up of the articulating coaches and bellow 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 in 1999.
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 in 1999.
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 1999 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 in 1999.
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 in 1999.
11. The road testing, final inspection, final repairs, final testing, and preparation of all vehicles are completed in the United States.



## **NEW FLYER**

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 B-Line in the New Flyer USA facility in St. Cloud Minnesota. This line finishes shells that began in Winnipeg.

Page 6 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 7 contains a description of the testing that is performed in the New Flyer of America facility.

Page 8 contains a brief description of what work is performed for New Flyer by Interstate Power Products & Services in Fargo, North Dakota.



## NEW FLYER

### Current New Flyer of America Installations

Station	Installations
74/75	Rear Axle Sub-Assembly Front Axle Sub-Assembly
1000	Front U/body Airlines Rear U/body Airlines Grabrails/Stanchions Driver's Barrier LH/RH Luggage Racks Modesty Panels
1100	Rear Axles Front Axles Tires Muffler Leak Test Mudflaps/Splashguards Air Tanks Instrument Panel Booster Fan Defroster Box
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
1300	Ent Mech Box/Doors Exit Mech Box/Doors
1350	Audit station
1400	Alignment Horn Button Driver's Seat Washer Bottle

Station	Installations
Sub	Expansion Build Up/MRB
1600	Rear AC/Safety Walk Accessories Destination Signs Flr Plates Chesterfield Heat Ducts Interior Lighting
1700	Engine Install Engine Finish Roof Top AC unit
1800	Seats Emergency Plate & Instructions Ad Frames
1900	Audits Electrical Checkout Bumpers Belt Guards
2000	Drive Shaft Decals Paint Prep
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



## NEW FLYER

### Current New Flyer USA B-Line Installations (Final Assy Activities)

Station	Installations
100	Unload Wash 505's
600	Air tanks Wheelchair ramp Driver's fan Treadle Defroster Rear PLC Fusebox Battery Side Console ABS ECU
700	Mech box Fenders Doors Instr panel Door master switch
800	Driver's area Dest. sign Route boxes Radio box Wire doors Wire W/C ramp
7500	Axle assembly
1000	Valve installs Heaters Driver's seat Luggage rack Blinds Fuel tank cover Fare box stanchion
1100	Install axles Mud flaps Modesty panel
1200	Int speakers Duct liner Air deflector Dust shield Skid plate Washer bottle Wheels Lights Muffler
1300	Join up Stanchions Modesty panels

Station	Installations
1400	Mirrors A/C condenser Some engine prep Stop request
1500	Engine prep(drop in) Roof top units Seats Safety walk
1600	Finish engine Begin electrical checks
1700 (pit)	Bumpers Corrosion protection Air leak test Elec. downloads Elect. decals Elect. checks
1800 (pit)	Bike rack (if app) Elect. checks
1900	Paint prep
2000	Paint
3000	Decals Door glass
3500	Water test
4000	Alignment Steering wheel Rad rod c/o
4500	Road test/buy backs

**Note:**

These buses are received as a shell from Winnipeg and "finished" on this line in a manner similar to Crookston Plant. However, the physical layout of the building lends itself to slightly different build sequences.



# NEW FLYER

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

Station	Articulated 60' Buses	30-40' Std Buses
	<b>Key Activities Performed</b>	<b>Key Activities Performed</b>
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. 3200
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, Windsheild	Sand, Copper Lines, Windsheild
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 Blkhd.	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	Customer Inspection & testing
	Ship	Shio



## **NEW FLYER**

### **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.



## **NEW FLYER**

### **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 American requirements and are always searching for ways to increase the amount of American content in the engine assembly.