

**Iowa DOT Office of Public Transit
ADA Vehicle for Public Transit Use Contract**

THIS CONTRACT is between the Iowa Department of Transportation, Office of Public Transit, Ames, IA (hereinafter "Agency") and ~~New Flyer Industries~~ (hereinafter "Supplier"). New Flyer of America Inc.

- 1) Supplier hereby agrees to furnish machinery, equipment, materials, and supplies, or to provide services, as herein specified, to be furnished as provided in the notice and instructions to bidders, and in the plans and specifications for ADA Accessible Vehicles for Public Transit as let on September 25th, 2018, at the agreed prices or rates bid on proposal **OPT2018HDB**
 - Contact Person: Ryan Childe
 - Phone Number: 204-224-6482
 - Fed ID #: 45-0414949
 - Email: ryan_childe@newflyer.com
- 2) The parties agree that the following documents shall be considered part of this contract:
 - Agency's notice and instruction to bidders dated in IFB # OPT2018HDB 7/31/18
 - Supplier's proposal, with applicable attachments
 - Agency's submitted general and detailed plans, specifications, configurations, etc
 - Standard terms and conditions listed in IFB # OPT2018HDB
 - All applicable State and Federal requirements and certifications listed in IFB # OPT2018HDB
- 3) Suppliers agree to begin furnishing the specified machinery, equipment, materials, and supplies, or to begin providing specified services, or to begin both as required herein, on or before the **16th day of October 2018** and will furnish all specified machinery, equipment, materials, and supplies at fixed stated rates until the **15th day of October 2020**.
- 4) The parties agree that the time is of the essence of this contract and that it contains all the terms and conditions agreed upon by them. Purchase Orders are a business agreement between the purchaser (i.e. transit agency) and the vendor. Iowa DOT shall be indemnified in any disputes between the purchaser and vendor.
- 5) The parties agree that Iowa law shall apply to this contract, and they consent to the jurisdiction of the courts of Iowa to adjudicate and controversy arising under this contract.
- 6) For good cause and as consideration for executing this contract, Supplier through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, titles and interests in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the State of Iowa relating to the particular goods and/or services purchased or acquired hereunder by the State of Iowa through the Agency or its designated purchasing agencies.
- 7) Supplier certifies that it is not in violation of Iowa Code section 314.2. **314.2 Interest in contract prohibited.** No state or county official or employee, elective or appointive shall be directly or indirectly interested in any contract for the construction, reconstruction, improvement or maintenance of any highway, bridge or culvert, or the furnishing of materials therefor. The letting of a contract in violation of the foregoing provisions shall invalidate the contract and such violation shall be complete defense to any action to recover any consideration due or earned under the contract at the time of its termination.
- 8) Supplier certifies that It is an Equal Opportunity Employer and that it will, in the performance of this contract, comply with all state and federal laws prohibiting discrimination.
- 9) By executing this contract, the Vendor certifies it is either (a) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 432; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1 (42) & (43). The Vendor also acknowledges that the Agency may declare the contract void if the above certification is false. The Vendor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.
- 10) The parties agree is Supplier fails to comply with the terms of this contract Supplier shall pay Agency as liquidated damages and not as a penalty the amount as specified on purchased equipment stated in the IFB Instructions.

BY Paul Soubry

(Vendor Signature) President & C.E.O

BY Ryan Ward

(Agency Signature, Ryan Ward, Procurement Administrator)

DATE 29 October 2018

DATE 10-16-18