

Iowa Department of Transportation
Purchasing Section
Contract

ADA ACCESSIBLE HEAVY DUTY BUSES

Contract# 6817

This agreement is between the Iowa Department of Transportation,
Operations & Finance Division, Ames, Iowa (hereinafter "Agency") and

NEW FLYER OF AMERICA INC

of 6200 GLENN CARLSON DR ST CLOUD, MN 56301 (hereinafter "Supplier")

1. Supplier hereby agrees to furnish goods or services or both as herein specified, per bid proposal # 14303, as let on JULY 29, 2015 at the following agreed upon price(s) or rate(s)

| Item | Unit Price |
|--|--------------|
| ----- | ----- |
| Group 2 - 30' CLASS WITH DIESEL, HYBRID OR CNG OPTIONS | |
| Item 2 - MIDI WITH DIESEL | \$309,379.00 |
| Group 3 - 35' CLASS WITH DIESEL, HYBRID OR CNG OPTIONS | |
| Item 3 - MIDI WITH DIESEL | \$319,860.00 |
| Item 3 - XCELSIOR WITH DIESEL | \$400,627.00 |
| Item 3.1 - XCELSIOR WITH HYBRID | \$595,461.00 |
| Item 3.2 - XCELSIOR WITH CNG | \$436,320.00 |
| Group 4 - 40' CLASS WITH DIESEL, HYBRID OR CNG OPTIONS | |
| Item 4 - XCELSIOR WITH DIESEL | \$404,627.00 |
| Item 4.1 - XCELSIOR WITH HYBRID | \$599,461.00 |
| Item 4.2 - XCELSIOR WITH CNG | \$440,320.00 |
| Group 5 - 60' ARTICULATED CLASS WITH DIESEL, HYBRID OR CNG OPTIONS | |
| Item 5 - XCELSIOR WITH DIESEL | \$626,040.00 |
| Item 5.1 - XCELSIOR WITH HYBRID | \$891,027.00 |
| Item 5.2 - XCELSIOR WITH CNG | \$669,051.00 |

2. The parties agree that the following documents shall be considered part of this contract:
 - a. Agency's bid proposal dated JULY 29, 2015;
 - b. Supplier's bid response with attachments, if any;
 - c. Agency's Standard Terms and Conditions
 - d. Certificate of Insurance listing the Iowa Department of Transportation as additional insured, if required.
3. Contract period
Begin Date SEPTEMBER 10, 2015
End Date SEPTEMBER 9, 2016
4. Contract renewal options Yes X No
Number of available renewals after the original contract period
 2 in 12 month increments.

5. The parties agree that time is of the essence of this contract and that it contains all of the terms and conditions agreed upon by them.
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, title and interest 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 or services purchased or acquired hereunder by the State of Iowa through the Agency.
7. By executing this Contract the Supplier 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 Supplier also acknowledges that the Agency may declare the contract void if the above certification is false. The Supplier also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.
8. The parties agree that if Supplier fails to comply with the terms of this contract, Supplier shall pay Agency as liquidated damages and not as a penalty, the amount specified in the proposal instructions.
9. Additional terms; if any, N/A.

Supplier Contact Information

Contact person: Nicole Robertus

Email: Nicole.Robertus@newflyer.com

Phone: 204-224-6240

Federal Tax ID: 45-0414949

Fax: 204-224-4214

Agency Internal Coding - Cost Center:

OBJ.

FUNC.

NEW FLYER OF AMERICA INC

(Supplier)

By

Date

09/15/2015

Iowa Department of Transportation

Operations & Finance Division

Renee R. Shirley, Director of Purchasing

(Agency)

By

Date

9-21-15

Contract #:6817