



ADA Accessible Van/Light Duty/Medium Duty Vehicles for Public Transit Use Contract
Price Update 3

THIS CONTRACT is between the Iowa Department of Transportation, Office of Public Transit, Ames, IA (hereinafter "Agency") and Driveerge Vehicle Innovations, LLC of 2000 Brittain Road Akron, OH, 44310 (hereinafter "Supplier").

- 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 Van/Light Duty/Medium Duty Vehicles for Public Transit as let on November 22nd, 2021, at the agreed prices or rates on page 2.
 - Contact Person: Kenneth Richards
 - Phone Number: 844-872-6799 Ext. 71009
 - Fed ID #: 82-2681263
 - Email: ken.richards@driveerge.com
- 2) The parties agree that the following documents shall be considered part of this contract:
 - Agency's notice and instruction to bidders in Bid No. PTS2021LDB published October 13th, 2021
 - Supplier's proposal, with applicable attachments
 - Agency's submitted general and detailed plans, specifications, configurations, etc.
 - Standard terms and conditions listed in Bid No. PTS2021LDB
 - All applicable State and Federal requirements and certifications listed in Bid No. PTS2021LDB
- 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 **1st day of July, 2024** and will furnish all specified machinery, equipment, materials, and supplies at fixed stated rates until the **30th day of June, 2025**.
- 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 Supplier. Iowa DOT shall be indemnified in any disputes between the purchaser and Supplier.
- 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 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 this section shall invalidate the contract and such violation shall be a 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 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 (47) & (48). 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.
- 10) The parties agree 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 as specified on purchased equipment stated in the IFB Instructions.

BY KENNETH RICHARDS
(Supplier Representative Name)

BY Laura Lutz-Zimmerman
Iowa DOT Public Transit Section, Procurement Administrator

BY Kurt Rich
(Supplier Representative Signature)

BY Laura Lutz-Zimmerman
Iowa DOT Public Transit Section, Procurement Administrator

BY Driveerge Vehicle Innovations
(Supplier)

DATE 6/21/2024

DATE 7-9-2024

Iowa Department of Transportation
 Schedule of Prices
 for Bid No. PTS2021LDB
 ADA Accessible Vehicles for Public Transit
 Price Update 3

Group	Vendor	Contact	Description	FY25 Category Price
2	ADA Transit Conversion Van per specification, M.Y. 2021 or newer (must indicate)			
	Driverge Vehicle Innovations	Ken Richards	Ford Transit	\$93,900.00