

Iowa Department of Transportation
Purchasing Section
Contract

Contract No. 4425-1

For Sale of Highway Maintenance Mowing and Grounds Care Equipment to all Political Subdivisions of the State of Iowa

THIS AGREEMENT is between the Iowa Department of Transportation, Operations & Finance Division, Ames, Iowa (hereinafter "Agency") and Alamo Industrial of 1502 E. Walnut, Sequin, TX 78155 (hereinafter "Supplier").

- 1. In consideration of an estimated one dollar and other valuable consideration (\$1.00) payable as set forth in the specifications, Supplier hereby agrees to furnish machinery, equipment, materials and supplies, or to provide services, all as herein specified, to be furnished as provided in the notice and instructions to bidders, and in the plans and specifications for, Multiple Awards Contract (MAC) for Construction Equipment, Grounds Care and Mowing Equipment as let on October 27, 2010, for a Percent off the manufactures' List Price for the following brands listed below:

Proposal No.: 4425

Description

Percent off on the following Brand of Equipment: Alamo.

Actual quantities purchased under this contract are subject to issuance of a Purchase Order by State of Iowa Agencies and Political Subdivisions. No purchase or minimum quantity is required.

Contact Person: Jamie Wilson
Phone No.: 800-882-5762
Fax No.: 830-379-0864

Fed. ID No.: 74-2494182
email: bids@alamo-group.com

- 2. The parties agree that the following documents shall be considered part of this contract:
 - a. Agency's notice and instruction to bidders dated October 27, 2010;
 - b. Supplier's proposal, with attachments, if any;
 - c. "Standard Specifications for Highway and Bridge Construction," 2009 series, including special provisions;
 - d. Agency's general and detailed plans, if any; and
 - e. Iowa Department of Transportation Standard Terms and Conditions
 - f. Debarment Certification
- 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 January, 2011**, and will furnish all machinery, equipment, materials and supplies or provide all services, or both, on or before the **31st day of December, 2016**.
- 4. 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.
- 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 any 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, 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. 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 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 in the Proposal instructions.
- 11. Additional Terms, Contract extension. The parties agree that upon mutual agreement that the contract may be renewed for three (3) years in twelve (12) month increments.

Dated 1-10-11 ^{2w} 1-14-11

Dated 1-10-11

Iowa Department of Transportation
Operations & Finance Division
(Agency)

Alamo Sales Corp.
(Supplier)

By Patricia Harmeyer
Patricia Harmeyer, Director of Purchasing

By Jad Buerden
(Signature)
(Type or Print Name)

Iowa Department of Transportation
Purchasing Section
Contract

Contract No. 4425-2

For Sale of Highway Maintenance Mowing and Grounds Care Equipment to all Political Subdivisions of the State of Iowa

THIS AGREEMENT is between the Iowa Department of Transportation, Operations & Finance Division, Ames, Iowa (hereinafter "Agency") and Aspen Equipment of 9150 Pillsbury Ave. South Bloomington, MN 55420 (hereinafter "Supplier").

- 1. In consideration of an estimated one dollar and other valuable consideration (\$1.00) payable as set forth in the specifications, Supplier hereby agrees to furnish machinery, equipment, materials and supplies, or to provide services, all as herein specified, to be furnished as provided in the notice and instructions to bidders, and in the plans and specifications for, Multiple Awards Contract (MAC) for Construction Equipment, Grounds Care and Mowing Equipment as let on October 27, 2010, for a Percent off the manufactures' List Price for the following brands listed below:

Proposal No.: 4425

Description

Percent off on the following Brand of Equipment: Bandit.

Actual quantities purchased under this contract are subject to issuance of a Purchase Order by State of Iowa Agencies and Political Subdivisions. No purchase or minimum quantity is required.

Contact Person: Dave Kallsen
Phone No.: 952-656-7143
Fax No.: 952-656-7159

Fed. ID No.: 41-1783814
email: lborg@aspenq.com

- 2. The parties agree that the following documents shall be considered part of this contract:
 - a. Agency's notice and instruction to bidders dated October 27, 2010;
 - b. Supplier's proposal, with attachments, if any;
 - c. "Standard Specifications for Highway and Bridge Construction," 2009 series, including special provisions;
 - d. Agency's general and detailed plans, if any; and
 - e. Iowa Department of Transportation Standard Terms and Conditions
 - f. Debarment Certification
- 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 January, 2011**, and will furnish all machinery, equipment, materials and supplies or provide all services, or both, on or before the **31st day of December, 2016**.
- 4. 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.
- 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 any 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, 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. 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 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 in the Proposal instructions**.
- 11. Additional Terms, Contract extension. The parties agree that upon mutual agreement that the contract may be renewed for three (3) years in twelve (12) month increments.

Dated 1-14-11

Dated January 05, 2011

Iowa Department of Transportation
Operations & Finance Division
(Agency)

By Patricia Harmeier
Patricia Harmeier, Director of Purchasing

Aspen Equipment
(Supplier)
By Tom Cherne
Tom Cherne Vice President/ COO
(Type or Print Name)

Iowa Department of Transportation
Purchasing Section
Contract

Contract No. 4425-3

For Sale of Highway Maintenance Mowing and Grounds Care Equipment to all Political Subdivisions of the State of Iowa

THIS AGREEMENT is between the Iowa Department of Transportation, Operations & Finance Division, Ames, Iowa (hereinafter "Agency") and Clark Equipment Company of 250 E. Beaton Drive West Fargo, ND 58078 (hereinafter "Supplier").

- 1. In consideration of an estimated one dollar and other valuable consideration (\$1.00) payable as set forth in the specifications, Supplier hereby agrees to furnish machinery, equipment, materials and supplies, or to provide services, all as herein specified, to be furnished as provided in the notice and instructions to bidders, and in the plans and specifications for, Multiple Awards Contract (MAC) for Construction Equipment, Grounds Care and Mowing Equipment as let on October 27, 2010, for a Percent off the manufactures' List Price for the following brands listed below:

Proposal No.: 4425

Description

Percent off on the following Brand of Equipment: Bobcat and Doosan.

Actual quantities purchased under this contract are subject to issuance of a Purchase Order by State of Iowa Agencies and Political Subdivisions. No purchase or minimum quantity is required.

Contact Person: Mike Kotzbacher
Phone No.: 701-241-8746
Fax No.: 701-280-7860

Fed. ID No.: 38-0425350
email: mike.kotzbacher@doosan.com

- 2. The parties agree that the following documents shall be considered part of this contract:
 - a. Agency's notice and instruction to bidders dated October 27, 2010;
 - b. Supplier's proposal, with attachments, if any;
 - c. "Standard Specifications for Highway and Bridge Construction," 2009 series, including special provisions;
 - d. Agency's general and detailed plans, if any; and
 - e. Iowa Department of Transportation Standard Terms and Conditions
 - f. Debarment Certification
- 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 January, 2011**, and will furnish all machinery, equipment, materials and supplies or provide all services, or both, on or before the **31st day of December, 2016**.
- 4. 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.
- 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 any 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, 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. 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 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 in the Proposal instructions**.
- 11. Additional Terms, Contract extension. The parties agree that upon mutual agreement that the contract may be renewed for three (3) years in twelve (12) month increments.

Dated 1-19-11

Dated 1/12/11

Iowa Department of Transportation
Operations & Finance Division
(Agency)

Clark Equipment Company
(Supplier)

By Patricia Harmeyer
Patricia Harmeyer, Director of Purchasing

By Mike Kotzbacher
(Signature)
Mike Kotzbacher
(Type or Print Name)

Iowa Department of Transportation
Purchasing Section
Contract

Contract No. 4425-4

For Sale of Highway Maintenance Mowing and Grounds Care Equipment to all Political Subdivisions of the State of Iowa

THIS AGREEMENT is between the Iowa Department of Transportation, Operations & Finance Division, Ames, Iowa (hereinafter "Agency") and Capital City Equipment Company of 5461 2nd St. Des Moines, IA 50313 (hereinafter "Supplier").

- 1. In consideration of an estimated one dollar and other valuable consideration (\$1.00) payable as set forth in the specifications, Supplier hereby agrees to furnish machinery, equipment, materials and supplies, or to provide services, all as herein specified, to be furnished as provided in the notice and instructions to bidders, and in the plans and specifications for, Multiple Awards Contract (MAC) for Construction Equipment, Grounds Care and Mowing Equipment as let on October 27, 2010, for a Percent off the manufactures' List Price for the following brands listed below:

Proposal No.: 4425

Description

Percent off on the following Brand of Equipment: Landpride and Kubota.

Actual quantities purchased under this contract are subject to issuance of a Purchase Order by State of Iowa Agencies and Political Subdivisions. No purchase or minimum quantity is required.

Contact Person: Doug Sebastian
Phone No.: 515-243-3353
Fax No.: 515-243-0534

Fed. ID No.: 42-1061858
email: dougs@capitalcityequipmentcompany.com

- 2. The parties agree that the following documents shall be considered part of this contract:
 - a. Agency's notice and instruction to bidders dated October 27, 2010;
 - b. Supplier's proposal, with attachments, if any;
 - c. "Standard Specifications for Highway and Bridge Construction," 2009 series, including special provisions;
 - d. Agency's general and detailed plans, if any; and
 - e. Iowa Department of Transportation Standard Terms and Conditions
 - f. Debarment Certification
- 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 January, 2011**, and will furnish all machinery, equipment, materials and supplies or provide all services, or both, on or before the **31st day of December, 2016**.
- 4. 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.
- 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 any 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, 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. 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 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 in the Proposal instructions**.
- 11. Additional Terms, Contract extension. The parties agree that upon mutual agreement that the contract may be renewed for three (3) years in twelve (12) month increments.

Dated 1-5-11

Dated January 4th, 2011

Iowa Department of Transportation
Operations & Finance Division
(Agency)
By Patricia Harmeyer
Patricia Harmeyer, Director of Purchasing

Capital City Equipment Company
(Supplier)
By Doug Sebastian
(Signature)
Doug Sebastian
(Type or Print Name)

Iowa Department of Transportation
Purchasing Section
Contract

Contract No. 4425-5

For **Sale of Highway Maintenance Mowing and Grounds Care Equipment to all Political Subdivisions of the State of Iowa**

THIS AGREEMENT is between the Iowa Department of Transportation, Operations & Finance Division, Ames, Iowa (hereinafter "Agency") and Deere & Company of 2000 John Deere Run Cary, NC 27513 (hereinafter "Supplier").

- In consideration of **an estimated one dollar and other valuable consideration (\$1.00)** payable as set forth in the specifications, Supplier hereby agrees to furnish machinery, equipment, materials and supplies, or to provide services, all as herein specified, to be furnished as provided in the notice and instructions to bidders, and in the plans and specifications for, Multiple Awards Contract (MAC) for Construction Equipment, Grounds Care and Mowing Equipment as let on October 27, 2010, for a Percent off the manufactures' List Price for the following brands listed below:

Proposal No.: 4425

Description

Percent off on the following Brand of Equipment: John Deere Ag and Frontier

Actual quantities purchased under this contract are subject to issuance of a Purchase Order by State of Iowa Agencies and Political Subdivisions. No purchase or minimum quantity is required.

Contact Person: Tamara Hebert
Phone No.: 800-358-5010 ext. 2862
Fax No.: 309-749-2313

Fed. ID No.: 36-2382580
email: gnsbids@johndeere.com

- The parties agree that the following documents shall be considered part of this contract:
 - Agency's notice and instruction to bidders dated October 27, 2010;
 - Supplier's proposal, with attachments, if any;
 - "Standard Specifications for Highway and Bridge Construction," 2009 series, including special provisions;
 - Agency's general and detailed plans, if any; and
 - Iowa Department of Transportation Standard Terms and Conditions
 - Debarment Certification
- 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 January, 2011**, and will furnish all machinery, equipment, materials and supplies or provide all services, or both, on or before the **31st day of December, 2016**.
- 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.
- The parties agree that Iowa law shall apply to this contract, and they consent to the jurisdiction of the courts of Iowa to adjudicate any controversy arising under this contract.
- 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.
- 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.
- 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.
- 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.
- 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 in the Proposal instructions**.
- Additional Terms, Contract extension. The parties agree that upon mutual agreement that the contract may be renewed for three (3) years in twelve (12) month increments.

Dated 1-7-11

Dated 1-5-2011

Iowa Department of Transportation
Operations & Finance Division
(Agency)

Deere & Company
(Supplier)

By Patricia Harmeier
Patricia Harmeier, Director of Purchasing

By Tamara Hebert
(Signature)
Tamara Hebert
(Type or Print Name)

Iowa Department of Transportation
Purchasing Section
Contract

Contract No. 4425-6

For Sale of Highway Maintenance Mowing and Grounds Care Equipment to all Political Subdivisions of the State of Iowa

THIS AGREEMENT is between the Iowa Department of Transportation, Operations & Finance Division, Ames, Iowa (hereinafter "Agency") and Diamond Mowers Inc. of 27134 Parklane Dr. Sioux Falls, SD 57106 (hereinafter "Supplier").

- 1. In consideration of an **estimated one dollar and other valuable consideration (\$1.00)** payable as set forth in the specifications, Supplier hereby agrees to furnish machinery, equipment, materials and supplies, or to provide services, all as herein specified, to be furnished as provided in the notice and instructions to bidders, and in the plans and specifications for, Multiple Awards Contract (MAC) for Construction Equipment, Grounds Care and Mowing Equipment as let on October 27, 2010, for a Percent off the manufactures' List Price for the following brands listed below:

Proposal No.: 4425

Description

Percent off on the following Brand of Equipment: Diamond

Actual quantities purchased under this contract are subject to issuance of a Purchase Order by State of Iowa Agencies and Political Subdivisions. No purchase or minimum quantity is required.

Contact Person: Dave Burkhart
Phone No.: 605-368-5865
Fax No.: 605-498-1222

Fed. ID No. ~~66-2382560~~ 46-0457129-DB
email: daveb@diamondmowers.com

- 2. The parties agree that the following documents shall be considered part of this contract:
 - a. Agency's notice and instruction to bidders dated October 27, 2010;
 - b. Supplier's proposal, with attachments, if any;
 - c. "Standard Specifications for Highway and Bridge Construction," 2009 series, including special provisions;
 - d. Agency's general and detailed plans, if any; and
 - e. Iowa Department of Transportation Standard Terms and Conditions
 - f. Debarment Certification
- 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 January, 2011**, and will furnish all machinery, equipment, materials and supplies or provide all services, or both, on or before the **31st day of December, 2016**.
- 4. 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.
- 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 any 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, 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. 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 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 in the Proposal instructions.
- 11. Additional Terms, Contract extension. The parties agree that upon mutual agreement that the contract may be renewed for three (3) years in twelve (12) month increments.

Dated 1/07/2011

Dated 1/07/2011

Iowa Department of Transportation
Operations & Finance Division
(Agency)

By Patricia Harmeyer
Patricia Harmeyer, Director of Purchasing

Diamond Mowers Inc.

By Dave Burkhart (Supplier)

DAVE BURKHART (Signature)
(Type or Print Name)

1-11-11

Iowa Department of Transportation
Purchasing Section
Contract

Contract No. 4425-7

For **Sale of Highway Maintenance Mowing and Grounds Care Equipment to all Political Subdivisions of the State of Iowa**

THIS AGREEMENT is between the Iowa Department of Transportation, Operations & Finance Division, Ames, Iowa (hereinafter "Agency") and Hall Manufacturing of PO Box 5638 North Little Rock, AR 72119 (hereinafter "Supplier").

- 1. In consideration of **an estimated one dollar and other valuable consideration (\$1.00)** payable as set forth in the specifications, Supplier hereby agrees to furnish machinery, equipment, materials and supplies, or to provide services, all as herein specified, to be furnished as provided in the notice and instructions to bidders, and in the plans and specifications for, Multiple Awards Contract (MAC) for Construction Equipment, Grounds Care and Mowing Equipment as let on October 27, 2010, for a Percent off the manufactures' List Price for the following brands listed below:

Proposal No.: 4425

Description

Percent off on the following Brand of Equipment: Bush-Whacker

Actual quantities purchased under this contract are subject to issuance of a Purchase Order by State of Iowa Agencies and Political Subdivisions. No purchase or minimum quantity is required.

Contact Person: Andy Capel
Phone No.: 501-945-7550
Fax No.: 501-945-0072

Fed. ID No.: 71-0706648
email: acapel@bush-whacker.com

- 2. The parties agree that the following documents shall be considered part of this contract:
 - a. Agency's notice and instruction to bidders dated October 27, 2010;
 - b. Supplier's proposal, with attachments, if any;
 - c. "Standard Specifications for Highway and Bridge Construction," 2009 series, including special provisions;
 - d. Agency's general and detailed plans, if any; and
 - e. Iowa Department of Transportation Standard Terms and Conditions
 - f. Debarment Certification
- 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 January, 2011**, and will furnish all machinery, equipment, materials and supplies or provide all services, or both, on or before the **31st day of December, 2016**.
- 4. 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.
- 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 any 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, 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. 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 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 in the Proposal instructions**.
- 11. Additional Terms, Contract extension. The parties agree that upon mutual agreement that the contract may be renewed for three (3) years in twelve (12) month increments.

Dated 4/5/11 1-11-11

Dated 1/5/11

Iowa Department of Transportation
Operations & Finance Division
(Agency)

Hall Manufacturing
(Supplier)

By Patricia Harmeyer
Patricia Harmeyer, Director of Purchasing

By Andy Capel
(Signature)
ANDY CAPEL
(Type of Print Name)

Iowa Department of Transportation
Purchasing Section
Contract

Contract No. 4425-8

For Sale of Highway Maintenance Mowing and Grounds Care Equipment to all Political Subdivisions of the State of Iowa

THIS AGREEMENT is between the Iowa Department of Transportation, Operations & Finance Division, Ames, Iowa (hereinafter "Agency") and The Harnack Company of 6016 Nordic Dr. Cedar Falls, IA 50613 (hereinafter "Supplier").

1. In consideration of an **estimated one dollar and other valuable consideration (\$1.00)** payable as set forth in the specifications, Supplier hereby agrees to furnish machinery, equipment, materials and supplies, or to provide services, all as herein specified, to be furnished as provided in the notice and instructions to bidders, and in the plans and specifications for Multiple Awards Contract (MAC) for Construction Equipment, Grounds Care and Mowing Equipment as let on October 27, 2010, for a Percent off the manufactures' List Price for the following brands listed below:

Proposal No.: 4425

Description

Percent off on the following Brand of Equipment: Ariens, Grasshopper and Gravelly

Actual quantities purchased under this contract are subject to issuance of a Purchase Order by State of Iowa Agencies and Political Subdivisions. No purchase or minimum quantity is required.

Contact Person: Martin Raecker
Phone No.: 319-277-0660
Fax No.: 319-277-2275

Fed. ID No.: 42-0861834
email: martinr@harnack.net

2. The parties agree that the following documents shall be considered part of this contract:
 - a. Agency's notice and instruction to bidders dated October 27, 2010;
 - b. Supplier's proposal, with attachments, if any;
 - c. "Standard Specifications for Highway and Bridge Construction," 2009 series, including special provisions;
 - d. Agency's general and detailed plans, if any; and
 - e. Iowa Department of Transportation Standard Terms and Conditions
 - f. Debarment Certification
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 January, 2011**, and will furnish all machinery, equipment, materials and supplies or provide all services, or both, on or before the **31st day of December, 2016**.
4. 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.
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 any 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, 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. 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 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 in the Proposal instructions**.
11. Additional Terms, Contract extension. The parties agree that upon mutual agreement that the contract may be renewed for three (3) years in twelve (12) month increments.

Dated 1-14-11

Dated 1-10-11

Iowa Department of Transportation
Operations & Finance Division
(Agency)

By Patricia Harmeyer
Patricia Harmeyer, Director of Purchasing

THE HARNACK COMPANY
By Martin Raecker, Pres.
MARTIN RAECKER
(Type or Print Name)

Iowa Department of Transportation
Purchasing Section
Contract

Contract No. 4425-9

For Sale of Highway Maintenance Mowing and Grounds Care Equipment to all Political Subdivisions of the State of Iowa

THIS AGREEMENT is between the Iowa Department of Transportation, Operations & Finance Division, Ames, Iowa (hereinafter "Agency") and John Deere Construction Retail Sales of 1515 5th Ave. Moline, IL 61265 (hereinafter "Supplier").

- 1. In consideration of an estimated one dollar and other valuable consideration (\$1.00) payable as set forth in the specifications, Supplier hereby agrees to furnish machinery, equipment, materials and supplies, or to provide services, all as herein specified, to be furnished as provided in the notice and instructions to bidders, and in the plans and specifications for Multiple Awards Contract (MAC) for Construction Equipment, Grounds Care and Mowing Equipment as let on October 27, 2010, for a Percent off the manufactures' List Price for the following brands listed below:

Proposal No.: 4425

Description

Percent off on the following Brand of Equipment: John Deere Con

Actual quantities purchased under this contract are subject to issuance of a Purchase Order by State of Iowa Agencies and Political Subdivisions. No purchase or minimum quantity is required.

Contact Person: Richard Murga
Phone No.: 309-765-0260
Fax No.: 309-765-3358

Fed. ID No.: 36-3387700
email: murgarichard@johndeere.com

- 2. The parties agree that the following documents shall be considered part of this contract:
 - a. Agency's notice and instruction to bidders dated October 27, 2010;
 - b. Supplier's proposal, with attachments, if any;
 - c. "Standard Specifications for Highway and Bridge Construction," 2009 series, including special provisions;
 - d. Agency's general and detailed plans, if any; and
 - e. Iowa Department of Transportation Standard Terms and Conditions
 - f. Debarment Certification
- 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 January, 2011**, and will furnish all machinery, equipment, materials and supplies or provide all services, or both, on or before the **31st day of December, 2016**.
- 4. 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.
- 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 any 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, 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. 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 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 in the Proposal instructions**.
- 11. Additional Terms, Contract extension. The parties agree that upon mutual agreement that the contract may be renewed for three (3) years in twelve (12) month increments.

Dated 1-11-11

Dated 5 JAN 2011

Iowa Department of Transportation
Operations & Finance Division
(Agency)

JOHN DEERE CONSTRUCTION RETAIL SALES,

(Supplier) A DIV OF JDSS

By Patricia Harmeyer
Patricia Harmeyer, Director of Purchasing

By Richard Murga
(Signature)
RICHARD MURGA
(Type or Print Name)

Iowa Department of Transportation
Purchasing Section Contract

Contract No. 4425-10

For Sale of Highway Maintenance Mowing and Grounds Care Equipment to all Political Subdivisions of the State of Iowa

THIS AGREEMENT is between the Iowa Department of Transportation, Operations & Finance Division, Ames, Iowa (hereinafter "Agency") and Magic Circle Corporation d/b/a Dixie Chopper of 6302 E. County Rd. 100 N. Coatesville, IN 46121 (hereinafter "Supplier").

- In consideration of an estimated one dollar and other valuable consideration (\$1.00) payable as set forth in the specifications, Supplier hereby agrees to furnish machinery, equipment, materials and supplies, or to provide services, all as herein specified, to be furnished as provided in the notice and instructions to bidders, and in the plans and specifications for, Multiple Awards Contract (MAC) for Construction Equipment, Grounds Care and Mowing Equipment as let on October 27, 2010, for a Percent off the manufactures' List Price for the following brands listed below:

Proposal No.: 4425

Description

Percent off on the following Brand of Equipment: Dixie Chopper

Actual quantities purchased under this contract are subject to issuance of a Purchase Order by State of Iowa Agencies and Political Subdivisions. **No purchase or minimum quantity is required.**

Contact Person:	Patricia Mahaffey	Fed. ID No.:	35-1508330
Phone No.:	765-246-7737	Email:	patricia.hahaffey@dixiechopper.com
Fax No.:	888-233-7596		

- The parties agree that the following documents shall be considered part of this contract:
 - Agency's notice and instruction to bidders dated October 27, 2010;
 - Supplier's proposal, with attachments, if any;
 - "Standard Specifications for Highway and Bridge Construction," 2009 series, including special provisions;
 - Agency's general and detailed plans, if any; and
 - Iowa Department of Transportation Standard Terms and Conditions
 - Debarment Certification
- 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 January, 2011, and will furnish all machinery, equipment, materials and supplies or provide all services, or both, on or before the 31st day of December, 2016.
- 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.
- The parties agree that Iowa law shall apply to this contract, and they consent to the jurisdiction of the courts of Iowa to **adjudicate any controversy arising under this contract.**
- 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.
- 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.
- 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.
- 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.
- 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 in the Proposal instructions.
- Additional Terms, Contract extension. The parties agree that upon mutual agreement that the contract may be renewed for three (3) years in twelve (12) month increments.

Dated /"--"/, "-/ ---'--/, _____

Dated 01/04/2011 _____

Iowa Department of Transportation
Operations & Finance Division
(Agency)

Magic Circle Corporation d/b/a Dixie Chopper

By Robert L. Morgan
(Signature)

By Patricia Mahaffey
Patricia Mahaffey, Director of Purchasing

Robert L. Morgan, Dir. of Government Sales
(Type or Print Name)

Iowa Department of Transportation
Purchasing Section
Contract

Contract No. 4425-11

For Sale of Highway Maintenance Mowing and Grounds Care Equipment to all Political Subdivisions of the State of Iowa

THIS AGREEMENT is between the Iowa Department of Transportation, Operations & Finance Division, Ames, Iowa (hereinafter "Agency") and MTI Distributing of 4830 Azelia Ave. N Suite 100 Brooklyn Center, MN 55429 (hereinafter "Supplier").

- 1. In consideration of an estimated one dollar and other valuable consideration (\$1.00) payable as set forth in the specifications, Supplier hereby agrees to furnish machinery, equipment, materials and supplies, or to provide services, all as herein specified, to be furnished as provided in the notice and instructions to bidders, and in the plans and specifications for, Multiple Awards Contract (MAC) for Construction Equipment, Grounds Care and Mowing Equipment as let on October 27, 2010, for a Percent off the manufactures' List Price for the following brands listed below:

Proposal No.: 4425

Description

Percent off on the following Brand of Equipment: Toro

Actual quantities purchased under this contract are subject to issuance of a Purchase Order by State of Iowa Agencies and Political Subdivisions. No purchase or minimum quantity is required.

Contact Person: James Stange
Phone No.: 763-592-5640
Fax No.: 763-592-5700

Fed. ID No.: 41-1939333
email: jstange@mtidistributing.com

- 2. The parties agree that the following documents shall be considered part of this contract:
 - a. Agency's notice and instruction to bidders dated October 27, 2010;
 - b. Supplier's proposal, with attachments, if any;
 - c. "Standard Specifications for Highway and Bridge Construction," 2009 series, including special provisions;
 - d. Agency's general and detailed plans, if any; and
 - e. Iowa Department of Transportation Standard Terms and Conditions
 - f. Debarment Certification
- 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 January, 2011**, and will furnish all machinery, equipment, materials and supplies or provide all services, or both, on or before the **31st day of December, 2016**.
- 4. 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.
- 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 any 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, 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. 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 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 in the Proposal instructions**.
- 11. Additional Terms, Contract extension. The parties agree that upon mutual agreement that the contract may be renewed for three (3) years in twelve (12) month increments.

Dated 1-7-11

Dated 1/4/11

Iowa Department of Transportation
Operations & Finance Division
(Agency)
By Patricia Harmeyer
Patricia Harmeyer, Director of Purchasing

MTI Distributing
By James Stange
James Stange
(Type or Print Name)

Iowa Department of Transportation
Purchasing Section
Contract

Contract No. 4425-12

For Sale of Highway Maintenance Mowing and Grounds Care Equipment to all Political Subdivisions of the State of Iowa

THIS AGREEMENT is between the Iowa Department of Transportation, Operations & Finance Division, Ames, Iowa (hereinafter "Agency") and CNH America LLC New Holland Agriculture of 500 Diller Ave. New Holland, PA 17557 (hereinafter "Supplier").

- 1. In consideration of **an estimated one dollar and other valuable consideration (\$1.00)** payable as set forth in the specifications, Supplier hereby agrees to furnish machinery, equipment, materials and supplies, or to provide services, all as herein specified, to be furnished as provided in the notice and instructions to bidders, and in the plans and specifications for Multiple Awards Contract (MAC) for Construction Equipment, Grounds Care and Mowing Equipment as let on October 27, 2010, for a Percent off the manufactures' List Price for the following brands listed below:

Proposal No.: 4425

Description

Percent off on the following Brand of Equipment: New Holland

Actual quantities purchased under this contract are subject to issuance of a Purchase Order by State of Iowa Agencies and Political Subdivisions. No purchase or minimum quantity is required.

Contact Person: Wayne Crow
Phone No.: 717-355-4744
Fax No.: 877-764-1369

Fed. ID No.: 76-0433811
email: wayne.crow@newholland.com

- 2. The parties agree that the following documents shall be considered part of this contract:
 - a. Agency's notice and instruction to bidders dated October 27, 2010;
 - b. Supplier's proposal, with attachments, if any;
 - c. "Standard Specifications for Highway and Bridge Construction," 2009 series, including special provisions;
 - d. Agency's general and detailed plans, if any; and
 - e. Iowa Department of Transportation Standard Terms and Conditions
 - f. Debarment Certification
- 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 January, 2011**, and will furnish all machinery, equipment, materials and supplies or provide all services, or both, on or before the **31st day of December, 2016**.
- 4. 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.
- 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 any 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, 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. 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 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 in the Proposal instructions**.
- 11. Additional Terms, Contract extension. The parties agree that upon mutual agreement that the contract may be renewed for three (3) years in twelve (12) month increments.

Dated 1-5-11

Dated 4 January 2011

Iowa Department of Transportation
Operations & Finance Division
(Agency)

New Holland Agriculture (brand of CNH America LLC)
(Supplier)

By Patricia Harmeyer
Patricia Harmeyer, Director of Purchasing

By Wayne H. Crow
(Signature)
Wayne H. Crow
(Type or Print Name)

Iowa Department of Transportation
Purchasing Section
Contract

Contract No. 4425-13

For Sale of Highway Maintenance Mowing and Grounds Care Equipment to all Political Subdivisions of the State of Iowa

THIS AGREEMENT is between the Iowa Department of Transportation, Operations & Finance Division, Ames, Iowa (hereinafter "Agency") and Prairie Ag Supply of 12372 HWY 163 W, Prairie City, IA 50228 (hereinafter "Supplier").

- 1. In consideration of an **estimated one dollar and other valuable consideration (\$1.00)** payable as set forth in the specifications, Supplier hereby agrees to furnish machinery, equipment, materials and supplies, or to provide services, all as herein specified, to be furnished as provided in the notice and instructions to bidders, and in the plans and specifications for, Multiple Awards Contract (MAC) for Construction Equipment, Grounds Care and Mowing Equipment as let on October 27, 2010, for a Percent off the manufactures' List Price for the following brands listed below:

Proposal No.: 4425

Description

Percent off on the following Brand of Equipment: Echo, Landpride, and Scag

Actual quantities purchased under this contract are subject to issuance of a Purchase Order by State of Iowa Agencies and Political Subdivisions. No purchase or minimum quantity is required.

Contact Person: Kevin Snetselaar
Phone No.: 515-994-3200
Fax No.: 515-994-3272

Fed. ID No.: 90-0105069
email: Kevin@prairieagsupply.com

- 2. The parties agree that the following documents shall be considered part of this contract:
 - a. Agency's notice and instruction to bidders dated October 27, 2010;
 - b. Supplier's proposal, with attachments, if any;
 - c. "Standard Specifications for Highway and Bridge Construction," 2009 series, including special provisions;
 - d. Agency's general and detailed plans, if any; and
 - e. Iowa Department of Transportation Standard Terms and Conditions
 - f. Debarment Certification
- 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 January, 2011**, and will furnish all machinery, equipment, materials and supplies or provide all services, or both, on or before the **31st day of December, 2016**.
- 4. 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.
- 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 any 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, 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. 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 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 in the Proposal instructions**.
- 11. Additional Terms, Contract extension. The parties agree that upon mutual agreement that the contract may be renewed for three (3) years in twelve (12) month increments.

Dated HS 10 1-11-11

Dated 1-5-10

Iowa Department of Transportation
Operations & Finance Division
(Agency)

Prairie Ag Supply
(Supplier)

By Patricia Harmeyer
Patricia Harmeyer, Director of Purchasing

By Kevin Snetselaar
(Signature)
Kevin Snetselaar
(Type or Print Name)

Iowa Department of Transportation
Purchasing Section
Contract

Contract No. 4425-14

For Sale of Highway Maintenance Mowing and Grounds Care Equipment to all Political Subdivisions of the State of Iowa

THIS AGREEMENT is between the Iowa Department of Transportation, Operations & Finance Division, Ames, Iowa (hereinafter "Agency") and Schulte USA Inc. of HWY # 5 Railway Ave Po Box 70 Englefeld, SK S0K 1N0 (hereinafter "Supplier").

- 1. In consideration of an estimated one dollar and other valuable consideration (\$1.00) payable as set forth in the specifications, Supplier hereby agrees to furnish machinery, equipment, materials and supplies, or to provide services, all as herein specified, to be furnished as provided in the notice and instructions to bidders, and in the plans and specifications for, Multiple Awards Contract (MAC) for Construction Equipment, Grounds Care and Mowing Equipment as let on October 27, 2010, for a Percent off the manufactures' List Price for the following brands listed below:

Proposal No.: 4425

Description

Percent off on the following Brand of Equipment: Schulte

Actual quantities purchased under this contract are subject to issuance of a Purchase Order by State of Iowa Agencies and Political Subdivisions. No purchase or minimum quantity is required.

Contact Person: Hal Carnago
Phone No.: 800-404-6044
Fax No.: 306-287-3355

Fed. ID No.: 59-3533989
email: hcarnago@schulte.ca

- 2. The parties agree that the following documents shall be considered part of this contract:
 - a. Agency's notice and instruction to bidders dated October 27, 2010;
 - b. Supplier's proposal, with attachments, if any;
 - c. "Standard Specifications for Highway and Bridge Construction," 2009 series, including special provisions;
 - d. Agency's general and detailed plans, if any; and
 - e. Iowa Department of Transportation Standard Terms and Conditions
 - f. Debarment Certification
- 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 January, 2011**, and will furnish all machinery, equipment, materials and supplies or provide all services, or both, on or before the **31st day of December, 2016**.
- 4. 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.
- 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 any 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, 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. 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 42 3.1 (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 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 in the Proposal instructions.
- 11. Additional Terms, Contract extension. The parties agree that upon mutual agreement that the contract may be renewed for three (3) years in twelve (12) month increments.

Dated 1/26/11

Dated Jan 4 / 2011

Iowa Department of Transportation
Operations & Finance Division
(Agency)

SCHULTE USA INC.
(Supplier)

By Patricia Harmeier
Patricia Harmeier, Director of Purchasing

By Hal Carnago
(Signature)
HAL CARNAGO
(Type or Print Name)

Iowa Department of Transportation
Purchasing Section
Contract

Contract No. 4425-15

For Sale of Highway Maintenance Mowing and Grounds Care Equipment to all Political Subdivisions of the State of Iowa

THIS AGREEMENT is between the Iowa Department of Transportation, Operations & Finance Division, Ames, Iowa (hereinafter "Agency") and Scott Van Keppel, LLC of 4410 SE Four Mile Drive Ankeny, IA 50021 (hereinafter "Supplier").

- 1. In consideration of an estimated one dollar and other valuable consideration (\$1.00) payable as set forth in the specifications, Supplier hereby agrees to furnish machinery, equipment, materials and supplies, or to provide services, all as herein specified, to be furnished as provided in the notice and instructions to bidders, and in the plans and specifications for, Multiple Awards Contract (MAC) for Construction Equipment, Grounds Care and Mowing Equipment as let on October 27, 2010, for a Percent off the manufactures' List Price for the following brands listed below:

Proposal No.: 4425

Description

Percent off on the following Brand of Equipment: Volvo

Actual quantities purchased under this contract are subject to issuance of a Purchase Order by State of Iowa Agencies and Political Subdivisions. No purchase or minimum quantity is required.

Contact Person: Tom Cervantes
Phone No.: 515-964-2762
Fax No.: 515-964-2865

Fed. ID No.: 42-8472224
email: tcervantes@scottvankeppel.com

- 2. The parties agree that the following documents shall be considered part of this contract:
 - a. Agency's notice and instruction to bidders dated October 27, 2010;
 - b. Supplier's proposal, with attachments, if any;
 - c. "Standard Specifications for Highway and Bridge Construction," 2009 series, including special provisions;
 - d. Agency's general and detailed plans, if any; and
 - e. Iowa Department of Transportation Standard Terms and Conditions
 - f. Debarment Certification
- 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 January, 2011**, and will furnish all machinery, equipment, materials and supplies or provide all services, or both, on or before the **31st day of December, 2016**.
- 4. 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.
- 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 any 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, 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. 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 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 in the Proposal instructions.
- 11. Additional Terms, Contract extension. The parties agree that upon mutual agreement that the contract may be renewed for three (3) years in twelve (12) month increments.

Dated 1-11-11

Dated 1/5/2011

Iowa Department of Transportation
Operations & Finance Division
(Agency)

SCOTT VAN KEPPEL, LLC
(Supplier)

By Patricia Harmeyer
Patricia Harmeyer, Director of Purchasing

By THOMAS P. CERVANTES
(Signature)
(Type or Print Name)

Iowa Department of Transportation
Purchasing Section
Contract

Contract No. 4425-16

For Sale of Highway Maintenance Mowing and Grounds Care Equipment to all Political Subdivisions of the State of Iowa

THIS AGREEMENT is between the Iowa Department of Transportation, Operations & Finance Division, Ames, Iowa (hereinafter "Agency") and Star Equipment, LTD of 1401 2nd Avenue Des Moines, IA 50314 (hereinafter "Supplier").

1. In consideration of an **estimated one dollar and other valuable consideration (\$1.00)** payable as set forth in the specifications, Supplier hereby agrees to furnish machinery, equipment, materials and supplies, or to provide services, all as herein specified, to be furnished as provided in the notice and instructions to bidders, and in the plans and specifications for Multiple Awards Contract (MAC) for Construction Equipment, Grounds Care and Mowing Equipment as let on October 27, 2010, for a Percent off the manufactures' List Price for the following brands listed below:

Proposal No.: 4425

Description

Percent off on the following Brand of Equipment: AGL, Allen Engineering, EZ Drill, Gehl, General, GME, Husqvarna, Mi-T-M, MultiQuip, Mustang, Paladin, Topcon, Takeuchi, Virnig and Wacker

Actual quantities purchased under this contract are subject to issuance of a Purchase Order by State of Iowa Agencies and Political Subdivisions. No purchase or minimum quantity is required.

Contact Person: Alyssa Donegan
Phone No.: 515-283-2215
Fax No.: 515-283-0295

Fed. ID No.: 42-0940231
email: alyssadonegan@starequip.com

2. The parties agree that the following documents shall be considered part of this contract:
 - a. Agency's notice and instruction to bidders dated October 27, 2010;
 - b. Supplier's proposal, with attachments, if any;
 - c. "Standard Specifications for Highway and Bridge Construction," 2009 series, including special provisions;
 - d. Agency's general and detailed plans, if any; and
 - e. Iowa Department of Transportation Standard Terms and Conditions
 - f. Debarment Certification
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 January, 2011**, and will furnish all machinery, equipment, materials and supplies or provide all services, or both, on or before the **31st day of December, 2016**.
4. 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.
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 any 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, 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. 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 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 in the Proposal instructions**.
11. Additional Terms, Contract extension. The parties agree that upon mutual agreement that the contract may be renewed for three (3) years in twelve (12) month increments.

Dated 1-19-11

Dated 1/17/2011

Iowa Department of Transportation
Operations & Finance Division
(Agency)

Star Equipment, Ltd.
(Supplier)

By Patricia Harmeyer
Patricia Harmeyer, Director of Purchasing

By Alyssa Donegan
(Signature)
Alyssa Donegan
(Type or Print Name)

Iowa Department of Transportation
Purchasing Section
Contract

Contract No. 4425-17

For **Sale of Highway Maintenance Mowing and Grounds Care Equipment to all Political Subdivisions of the State of Iowa**

THIS AGREEMENT is between the Iowa Department of Transportation, Operations & Finance Division, Ames, Iowa (hereinafter "Agency") and Tiger Corporation of 3301 N. Louise Ave. Sioux Falls, SD 57107 (hereinafter "Supplier").

- In consideration of an **estimated one dollar and other valuable consideration (\$1.00)** payable as set forth in the specifications, Supplier hereby agrees to furnish machinery, equipment, materials and supplies, or to provide services, all as herein specified, to be furnished as provided in the notice and instructions to bidders, and in the plans and specifications for, Multiple Awards Contract (MAC) for Construction Equipment, Grounds Care and Mowing Equipment as let on October 27, 2010, for a Percent off the manufactures' List Price for the following brands listed below:

Proposal No.: 4425

Description

Percent off on the following Brand of Equipment: Tiger

Actual quantities purchased under this contract are subject to issuance of a Purchase Order by State of Iowa Agencies and Political Subdivisions. No purchase or minimum quantity is required.

Contact Person: Robert Smith
Phone No.: 605-336-7900
Fax No.: 605-338-9702

Fed. ID No.: 88-0329653
email: rsmith@tigermowers.com

- The parties agree that the following documents shall be considered part of this contract:
 - Agency's notice and instruction to bidders dated October 27, 2010;
 - Supplier's proposal, with attachments, if any;
 - "Standard Specifications for Highway and Bridge Construction," 2009 series, including special provisions;
 - Agency's general and detailed plans, if any; and
 - Iowa Department of Transportation Standard Terms and Conditions
 - Debarment Certification
- 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 January, 2011**, and will furnish all machinery, equipment, materials and supplies or provide all services, or both, on or before the **31st day of December, 2016**.
- 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.
- The parties agree that Iowa law shall apply to this contract, and they consent to the jurisdiction of the courts of Iowa to adjudicate any controversy arising under this contract.
- 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.
- 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.
- 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.
- 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.
- 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 in the Proposal instructions**.
- Additional Terms, Contract extension. The parties agree that upon mutual agreement that the contract may be renewed for three (3) years in twelve (12) month increments.

Dated 1-14-11

Dated 10 JANUARY 2011

Iowa Department of Transportation
Operations & Finance Division
(Agency)

Tiger Corporation
(Supplier)

By Patricia Harmeyer
Patricia Harmeyer, Director of Purchasing

By SHAWN CLEARY
(Signature)
(Type or Print Name)

Iowa Department of Transportation
Purchasing Section
Contract

Contract No. 4425-18

For Sale of Highway Maintenance Mowing and Grounds Care Equipment to all Political Subdivisions of the State of Iowa

THIS AGREEMENT is between the Iowa Department of Transportation, Operations & Finance Division, Ames, Iowa (hereinafter "Agency") and Turfwerks of 5225 NW Beaver Dr. Johnston, IA 50131 (hereinafter "Supplier").

- 1. In consideration of an **estimated one dollar and other valuable consideration (\$1.00)** payable as set forth in the specifications, Supplier hereby agrees to furnish machinery, equipment, materials and supplies, or to provide services, all as herein specified, to be furnished as provided in the notice and instructions to bidders, and in the plans and specifications for, Multiple Awards Contract (MAC) for Construction Equipment, Grounds Care and Mowing Equipment as let on October 27, 2010, for a Percent off the manufactures' List Price for the following brands listed below:

Proposal No.: 4425

Description

Percent off on the following Brand of Equipment: B&B, Cushman, Ferris, Jacobsen, Jodale Perry, Lely, M-B Companies, PlanetAire, Redexim-Charterhouse, Ryan Salsco, Smithco and Turbco

Actual quantities purchased under this contract are subject to issuance of a Purchase Order by State of Iowa Agencies and Political Subdivisions. No purchase or minimum quantity is required.

Contact Person: Rob Sirfus
Phone No.: 515-270-8300
Fax No.: 515-270-0117

Fed. ID No.: 42-1262311
email: rsirfus@turfwerks.com

- 2. The parties agree that the following documents shall be considered part of this contract:
 - a. Agency's notice and instruction to bidders dated October 27, 2010;
 - b. Supplier's proposal, with attachments, if any;
 - c. "Standard Specifications for Highway and Bridge Construction," 2009 series, including special provisions;
 - d. Agency's general and detailed plans, if any; and
 - e. Iowa Department of Transportation Standard Terms and Conditions
 - f. Debarment Certification
- 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 January, 2011**, and will furnish all machinery, equipment, materials and supplies or provide all services, or both, on or before the **31st day of December, 2016**.
- 4. 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.
- 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 any 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, 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. 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 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 in the Proposal instructions**.
- 11. Additional Terms, Contract extension. The parties agree that upon mutual agreement that the contract may be renewed for three (3) years in twelve (12) month increments.

Dated 1-5-11

Dated 1-4-2011

Iowa Department of Transportation
Operations & Finance Division
(Agency)

TURFWERKS

By Patricia Harmeyer
Patricia Harmeyer, Director of Purchasing

By Rob Sirfus (Supplier)
Rob Sirfus (Signature)
(Type or Print Name)

Iowa Department of Transportation
Purchasing Section
Contract

Contract No. 4425-19

For Sale of Highway Maintenance Mowing and Grounds Care Equipment to all Political Subdivisions of the State of Iowa

THIS AGREEMENT is between the Iowa Department of Transportation, Operations & Finance Division, Ames, Iowa (hereinafter "Agency") and Van Wall Equipment of 925 Airport Road Ames, IA 50010 (hereinafter "Supplier").

- 1. In consideration of an estimated one dollar and other valuable consideration (\$1.00) payable as set forth in the specifications, Supplier hereby agrees to furnish machinery, equipment, materials and supplies, or to provide services, all as herein specified, to be furnished as provided in the notice and instructions to bidders, and in the plans and specifications for Multiple Awards Contract (MAC) for Construction Equipment, Grounds Care and Mowing Equipment as let on October 27, 2010, for a Percent off the manufactures' List Price for the following brands listed below:

Proposal No.: 4425

Description

Percent off on the following Brand of Equipment: Aerway, Belle, Boxer, Buffalo Blowers, Dakota, Honda, John Deere Ag, Lastec, Marshalltown Tools, Polaris, Stihl, Vantage, Vicon and Yamaha

Actual quantities purchased under this contract are subject to issuance of a Purchase Order by State of Iowa Agencies and Political Subdivisions. No purchase or minimum quantity is required.

Contact Person: Brian Ferneding
Phone No.: 515-292-8873
Fax No.: 515-292-8150

Fed. ID No.: 42-1085712
email: brian.Ferneding@vanwall.com

- 2. The parties agree that the following documents shall be considered part of this contract:
 - a. Agency's notice and instruction to bidders dated October 27, 2010;
 - b. Supplier's proposal, with attachments, if any;
 - c. "Standard Specifications for Highway and Bridge Construction," 2009 series, including special provisions;
 - d. Agency's general and detailed plans, if any; and
 - e. Iowa Department of Transportation Standard Terms and Conditions
 - f. Debarment Certification
- 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 January, 2011**, and will furnish all machinery, equipment, materials and supplies or provide all services, or both, on or before the **31st day of December, 2016**.
- 4. 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.
- 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 any 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, 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. 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 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 in the Proposal instructions**.
- 11. Additional Terms, Contract extension. The parties agree that upon mutual agreement that the contract may be renewed for three (3) years in twelve (12) month increments.

Dated 1-11-11

Dated 1/4/11

Iowa Department of Transportation
Operations & Finance Division
(Agency)

Van Wall Equipment
(Supplier)

By Patricia Harmeayer
Patricia Harmeayer, Director of Purchasing

By Brian Ferneding
(Signature)
Brian Ferneding
(Type or Print Name)

Iowa Department of Transportation
Purchasing Section
Contract

Contract No. 4425-20

For Sale of Highway Maintenance Mowing and Grounds Care Equipment to all Political Subdivisions of the State of Iowa

THIS AGREEMENT is between the Iowa Department of Transportation, Operations & Finance Division, Ames, Iowa (hereinafter "Agency") and Vermeer Sales and Service of 661 Hwy T-14 Pella, IA 50219 (hereinafter "Supplier").

- 1. In consideration of an estimated one dollar and other valuable consideration (\$1.00) payable as set forth in the specifications, Supplier hereby agrees to furnish machinery, equipment, materials and supplies, or to provide services, all as herein specified, to be furnished as provided in the notice and instructions to bidders, and in the plans and specifications for, Multiple Awards Contract (MAC) for Construction Equipment, Grounds Care and Mowing Equipment as let on October 27, 2010, for a Percent off the manufactures' List Price for the following brands listed below:

Proposal No.: 4425

Description

Percent off on the following Brand of Equipment: Vermeer and Yanmar

Actual quantities purchased under this contract are subject to issuance of a Purchase Order by State of Iowa Agencies and Political Subdivisions. No purchase or minimum quantity is required.

Contact Person: Brad ~~Croat~~ **Croat** *BC*
Phone No.: 641-628-2000
Fax No.: 641-628-4283

Fed. ID No.: 42-0842589
email: brad.croat@vermeerdtr.com *BC*
VermeerIowa.com

- 2. The parties agree that the following documents shall be considered part of this contract:
 - a. Agency's notice and instruction to bidders dated October 27, 2010;
 - b. Supplier's proposal, with attachments, if any;
 - c. "Standard Specifications for Highway and Bridge Construction," 2009 series, including special provisions;
 - d. Agency's general and detailed plans, if any; and
 - e. Iowa Department of Transportation Standard Terms and Conditions
 - f. Debarment Certification
- 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 January, 2011**, and will furnish all machinery, equipment, materials and supplies or provide all services, or both, on or before the **31st day of December, 2016**.
- 4. 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.
- 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 any 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, 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. 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 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 in the Proposal instructions**.
- 11. Additional Terms, Contract extension. The parties agree that upon mutual agreement that the contract may be renewed for three (3) years in twelve (12) month increments.

Dated 2-1-11

Dated 1-28-11

Iowa Department of Transportation
Operations & Finance Division
(Agency)
By *Patricia Harmeyer*
Patricia Harmeyer, Director of Purchasing

VERMEER SALES & SERVICE
(Supplier)
By *BC*
(Signature)
BRAD CROAT
(Type or Print Name)

Iowa Department of Transportation
Purchasing Section
Contract

Contract No. 4425-21

For Sale of Highway Maintenance Mowing and Grounds Care Equipment to all Political Subdivisions of the State of Iowa

THIS AGREEMENT is between the Iowa Department of Transportation, Operations & Finance Division, Ames, Iowa (hereinafter "Agency") and Ziegler Cat of 1500 Ziegler Drive Altoona, IA 50009 (hereinafter "Supplier").

- 1. In consideration of an estimated one dollar and other valuable consideration (\$1.00) payable as set forth in the specifications, Supplier hereby agrees to furnish machinery, equipment, materials and supplies, or to provide services, all as herein specified, to be furnished as provided in the notice and instructions to bidders, and in the plans and specifications for Multiple Awards Contract (MAC) for Construction Equipment, Grounds Care and Mowing Equipment as let on October 27, 2010, for a Percent off the manufactures' List Price for the following brands listed below:

Proposal No.: 4425

Description

Percent off on the following Brand of Equipment: Allmand, Caterpillar, Challenger, Snow Wolf and Sullair

Actual quantities purchased under this contract are subject to issuance of a Purchase Order by State of Iowa Agencies and Political Subdivisions. No purchase or minimum quantity is required.

Contact Person: Josh Olson
Phone No.: 515-957-3910
Fax No.: 515-957-3912

Fed. ID No.: 41-0624660
email: josh.olson@zieglercat.com

- 2. The parties agree that the following documents shall be considered part of this contract:
 - a. Agency's notice and instruction to bidders dated October 27, 2010;
 - b. Supplier's proposal, with attachments, if any;
 - c. "Standard Specifications for Highway and Bridge Construction," 2009 series, including special provisions;
 - d. Agency's general and detailed plans, if any; and
 - e. Iowa Department of Transportation Standard Terms and Conditions
 - f. Debarment Certification
- 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 January, 2011, and will furnish all machinery, equipment, materials and supplies or provide all services, or both, on or before the 31st day of December, 2016.
- 4. 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.
- 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 any 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, 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. 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 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 in the Proposal instructions.
- 11. Additional Terms, Contract extension. The parties agree that upon mutual agreement that the contract may be renewed for three (3) years in twelve (12) month increments.

Dated 2-1-11

Dated 1/27/11

Iowa Department of Transportation
Operations & Finance Division
(Agency)

Ziegler Inc
(Supplier)
By [Signature]
(Signature)

BY [Signature]
Patricia Harmeyer, Director of Purchasing

[Signature]
(Type or Print Name)