

Iowa Department of Transportation
Purchasing Section
Contract

Contract #:5894

2012 Model Year Vehicles Pickups, Vans and SUVs

This agreement is between the Iowa Department of Transportation, Operations & Finance Division, Ames, Iowa (hereinafter "Agency") and STEW HANSENS DODGE CITY, INC. of 12103 HICKMAN RD DES MOINES, IA 50323 (hereinafter "Supplier").

1. In consideration of Fifty One Thousand Seven Hundred Six and 50/100 dollars (\$51,706.50) 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 2012 Model Year Vehicles Pickups, Vans and SUVs, PER SPEC. NO./PROJ. NO. Proposal #5887, as let on SEPTEMBER 28, 2011 at the following agreed price(s) or rate(s):

Item	Quantity	Unit of Measure	Unit Price	Discount	Total
0001	3	EACH	17,235.5000	0.00	51,706.50
12 A01e: Station Wagon or Compact SUV A01e compact SUV Station wagon AS PER ITEM 7SUV 1.1-DOT OF PROPOSAL 5887 JEEP COMPASS LATITUDE (MKT49-28B) 2 EACH PRP DEEP CHERRY RED WITH C7DV DARK SLATE GRAY INTERIOR. 1 EACH PDM MINERAL GRAY WITH C7DV DARK SLATE GRAY INTERIOR. Part or Model Number: MKT49-28B					

800 LINCOLN WAY, AMES

2. The parties agree that the following documents shall be considered part of this contract:
 - a. Agency's notice and instruction to bidders dated SEPTEMBER 28, 2011;
 - 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

3. Supplier agrees 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 OCTOBER 12, 2011 and will furnish all machinery, equipment, materials and supplies or provide all services, or both, on or before JULY 31, 2012.

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 to the extent such causes of action relate to and affect the price of 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 shall be a complete defense to any action to recover any consideration due or earned under the contract at the time of its termination.
8. Supplier certifies that it is an Equal Opportunity Employer and that it will, in 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 that if Supplier fails to comply with the terms of this contract, Supplier shall pay Agency as liquidated damages and not as a penalty, the amount specified in the proposal instructions.
11. Additional terms:

Dated _____

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

STEW HANSENS DODGE CITY, INC.
(Supplier)

By



By



Date

11-28-11

Date

11/18/2011

Contract #:5894



Iowa Department of Transportation

800 Lincoln Way, Ames, IA 50010

Phone: 515-239-1310

Fax: 515-239-1538

Ms. Patricia Harmeyer, Purchasing Director
Iowa Department of Transportation
Operations and Finance Division
Purchasing Section
800 Lincoln Way
Ames, Iowa 50010

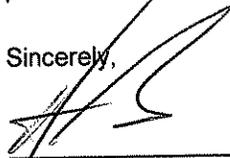
Re: CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
ELIGIBILITY, AND VOLUNTARY EXCLUSION

Dear Ms. Harmeyer:

I certify that, to the best of my knowledge, **Contractor/Supplier Company Name** (entered below) and all of its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal or State Agency or Department; (b) have not within a three year period preceding today's date (entered below) been convicted of, or had a civil judgment rendered against them for commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for or other criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in this certification; and (d) have not within a three year period preceding today's date (entered below) had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Department has relied upon when this transaction was entered into. If it is later determined that the undersigned knowingly rendered an erroneous certification, in addition to other remedies available, the Department may pursue available remedies including suspension, debarment, or termination of the contract.

Sincerely,



Signature
Harry Bolger

Print Name
11/20/14

Date

STEW HANSON DODGE

Contractor/Supplier Company Name
12103 Hickman Rd

Address
VANDALA IA 50323

City, State ZIP



CERTIFICATE OF LIABILITY INSURANCE

OP ID: CV

DATE (MM/DD/YYYY)

11/18/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Presidio Group, Inc. 5295 South 300 West #550 Salt Lake City, UT 84107 John D. Schlichte CIC, CRM	801-924-1400	CONTACT NAME:	
	801-924-1441	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	GAREN3
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Ken Garff Automotive Group 405 South Main Street, Suite 1200 Salt Lake City, UT 84111	INSURER A : Hartford Fire Insurance Co.		19682
	INSURER B : St. Paul Fire & Marine Insur.Co		
	INSURER C : Liberty Mutual Insurance Co.		
	INSURER D : Lexington Insurance Company		
	INSURER E : Great American Insurance Co		16691
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR RS9973 12-08 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			COVERAGE PROVIDED IN GARAGE LIABILITY	07/01/11	07/01/12	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			COVERAGE PROVIDED IN GARAGE LIABILITY	07/01/11	07/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000			QK08300996	07/01/11	07/01/12	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	34 WE OH1164	07/01/11	07/01/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Auto Inventory Phy			DAMAGE - 3976394	07/01/11	07/01/12	Blanket 34,000,000
D	Excess DOL			INVEN PHYS DAM -020412873	07/01/11	07/01/12	Blanket 170,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

GL Dodge City, LLC- Stew Hansen Dodge City 12103 Hickman Rd, Des Moines, IA

50327.

Iowa Department of Transportation are shown as additional insured per attached form RS9973 12/08 as their interest may appear.

CERTIFICATE HOLDER IOWADE1 Iowa Department of Transportation 800 Lincoln Way Ames, IA 50010	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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NOTEPAD

INSURED'S NAME Ken Garff Automotive Group

-GAREN3
OP ID: CV

PAGE 2
DATE 11/18/11

Coverage: Garage Liability
Any Auto
Company: Hartford Fire Insurance
Effective/Expiration 7-1-11/7-1-12
Policy #: 34UENOH1218
Limit: \$1,000,000 Occurrence/ \$2,000,000 Aggregate
Deductible: None

Excess Liability
Company: Great American Insurance Company
Effective/Expiration 7-1-11/7-1-12
Policy #: TUE0241146
Limit: \$20,000,000 Occurrence / \$20,000,000 Aggregate
Deductible: None



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM
- GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

Endorsement Effective: 7/1/11	Countersigned By:
Named Insured: Garff Enterprises, Inc. ETAL	(Authorized Representative)

SCHEDULE

<p>Name of Person(s) or Organization(s):</p> <p>Any person or organization whom you are required by written contract to name as an additional insured under this policy</p>
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

A. Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

Section II A. 1. Who Is An Insured is amended to include as an additional insured the person or organization shown in the Schedule above with whom you agreed to provide insurance afforded by this policy in writing prior to a loss. However, the person or organization named above is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions of;

1. You;
2. Any of your agents or employees; or
3. Any person, except employees or agents of the person or organization named above, operating a covered "auto" with your permission or the permission of any of your agents or employees.

B. The insurance afforded by this policy to these additional insureds applies only:

1. If the accident takes place subsequent to the execution of such written agreement; and
2. While such written agreement is in force, or until the policy expires, whichever is earlier.

C. Only with respect to insurance provided to the additional insured shown in the Schedule of this endorsement, paragraph a. in the Other Insurance Condition in the Business Auto, Garage and Truckers Coverage Forms and paragraphs a. and b. in the Motor Carrier Coverage Form, are amended by the following:

- (a) If you have agreed in writing prior to a loss that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance for that loss.

This endorsement does not alter coverage provided in the Coverage Form. This endorsement changes the policy effective on the inception date of the policy unless another date is indicated above.