

Iowa Department of Transportation
Purchasing Section
Contract

Contract #:5897

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 BOB BROWN CHEVROLET of 4224 MERLE HAY RD. DES MOINES, IA 50310 (hereinafter "Supplier").

1. In consideration of Five Hundred Sixty Nine Thousand One Hundred Eighty Nine and 23/100 dollars (\$569,189.23) 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	34	EACH	16,156.3800	0.00	549,316.92
12 A03c: Pickup, Compact Extended Cab - orange AS PER ITEM 1CPU 2.1-DOT OF PROPOSAL 5887 CHEVROLET COLORADO WT (CS15653-1WT) 9W4 TANGIER ORANGE WITH 19J EBONY INTERIOR Part or Model Number: CS15653-1 WT					
0002	1	EACH	19,872.3100	0.00	19,872.31
12 A03H: PICKUP, COMPACT EXTENDED CAB 4X4 ORANGE AS PER ITEM 1CPU 3.2-DOT OF PROPOSAL 5887 CHEVROLET COLORADO LT (CT15653-1LT) 9W4 TANGIER ORANGE WITH 19J EBONY INTERIOR Part or Model Number: CT15653-1 LT					

800 LINCOLN WAY, AMES

2. The parties agree that the following documents shall be considered part of this contract:
- Agency's notice and instruction to bidders dated SEPTEMBER 28, 2011;
 - 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
-
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 11/18/11

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

BOB BROWN CHEVROLET
(Supplier)

By *Patricia Harmeyer*

By *Rianne Schultz*

Date 11/28/11

Date 11/18/11

Contract #:5897



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,

Dianne Schiltz
Signature

Dianne Schiltz
Print Name

11/18/11
Date

Bob Brown Chevrolet
Contractor/Supplier Company Name

4224 Merle Hay Road
Address

Des Moines, IA 50310
City, State ZIP