Iowa Department of Transportation
Purchasing Section
Contract

Contract #:6144

2013 Model Year Vehicles Pickups, Vans and SUVs

This agreement is between the Iowa Department of Transportation, Operations & Finance Division, Ames, Iowa (hereinafter "Agency") and CHARLES GABUS FORD of 4545 MERLE HAY RD DES MOINES, IA 50310 (hereinafter "Supplier").

1. In consideration of Five Hundred Eighty Four Thousand One Hundred Fifty Four and 96/100 dollars ($584,154.96) 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 2013 Model Year Vehicles Pickups, Vans and SUVs, PER SPEC. NO./PROJ. NO. Proposal #8209, as let on OCTOBER 3, 2012 at the following agreed price(s) or rate(s):

Item	Quantity	Unit of Measure	Unit Price	Discount	Total
0001	3	EACH	15,319.1200	0.00	45,957.36
	13|A01C: Sedan, Compact 4-Door FFV FORD FOCUS (P3F-SE/200A)AS PER DAS GROUP C, 3.3-DOT 3-EACH UX INGOT SILVER METALLIC WITH EW CHARCOAL BLACK INTERIOR Part or Model Number: Focus P3F				
0002	8	EACH	19,294.9200	0.00	154,359.36
	13|A03D: Standard Pickup w/Ext Cab, Short Box FORD F150 XL (X1C-100A) FFV AS PER DOT SERIES 2SPU, GROUP-3, ID NO. 3.1 8-EACH W5684E/SP101 ORANGE WITH CS STEEL GRAY INTERIOR Part or Model Number: F150 X1C				
0003	9	EACH	16,930.9200	0.00	152,378.28
	13|A03A: Standard Pickup w/Std. Cab, Long Box FORD F150 XL (F1C-100A) FFV AS PER DOT SERIES 2SPU, GROUP-1, ID NO. 1.1 9-EACH W5684E/SP101 ORANGE WITH CS STEEL GRAY INTERIOR Part or Model Number: F150 XL				
0004	1	EACH	24,463.9200	0.00	24,463.92
	13|A04A: Std. Length, HD Cargo Van FORD E350 (E3E-760A) FFVAS PER DOT SERIES 4FVN, GROUP-2, ID NO. 2.1 1-EACH E4 VERMILLION RED WITH ME MEDIUM FLINT INTERIOR Part or Model Number: E350 E3E				
0005	1	EACH	25,027.9200	0.00	25,027.92
	13|A04A: Std. Length, HD Cargo Van FORD E350 (E3E-760A) FFVAS PER DOT SERIES 4FVN, GROUP-2, ID NO. 2.2 1-EACH E4 VERMILLION RED WITH ME MEDIUM FLINT INTERIOR Part or Model Number: E350 E3E				
0006	2	EACH	25,679.9200	0.00	51,359.84
	13|A04A: Ext. Length, HD Cargo Van FORD ECONLOINE (S3E-760A) FFVAS PER DOT SERIES 4FVN, GROUP-3, ID NO. 3.1 2-EACH E4 VERMILLION RED WITH ME MEDIUM FLINT INTERIOR Part or Model Number: ECONOLINES3S				
0007	3	EACH	20,162.3800	0.00	60,487.14
	13|A05: HD Pickup w/Std. Cab, Long Box FORD F250 XL (F2A-600A) FFVAS PER DOT SERIES 5HPU, GROUP-1, ID NO. 1.1 3-EACH W5684E/SP101 ORANGE WITH CS STEEL GRAY INTERIOR Part or Model Number: F250 XL F2A				

Item	Quantity	Unit of Measure	Unit Price	Discount	Total
0008	1	EACH	21,859.3800	0.00	21,859.38

13|A05F: HD Pickup w/Ext. Cab, Short Box
FORD F250 XL (X2A-600A) FFVAS PER DOT SERIES 5HPU, GROUP-7, ID NO. 7.1
1-EACH Z1 OXFORD WHITE WITH 1S STEEL INTERIOR
Part or Model Number: F250 XL X2A

0009	1	EACH	23,334.3800	0.00	23,334.38

13|A06: Crew Cab Pickup w/Short Box
FORD F250 XL (W2A-600A) FFVAS PER DOT SERIES 5HPU, GROUP-14, ID NO. 14.1
1-EACH W5684E/SP101 ORANGE WITH 1S STEEL INTERIOR
Part or Model Number: F250 XL W2A

0010	1	EACH	24,927.3800	0.00	24,927.38

13|A06A: Crew Cab Pickup w/Long Box
FORD F350 XL (W3A-610A) FFVAS PER DOT SERIES 5HPU, GROUP-15, ID NO. 15.2
1-EACH W5684E/SP101 ORANGE WITH 1S STEEL INTERIOR
Part or Model Number: F350 XL W3A

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 OCTOBER 3, 2012;
   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 JANUARY 18, 2013 and will furnish all machinery, equipment, materials and supplies or provide all services, or both, on or before JULY 31, 2013.

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: Award is for a one (1) year contract. A price adjustment may be allowed on each extension but must not exceed the CPI, PPI, or appropriate index for adjustment. The adjustment must be pre-approved by the Iowa Department of Transportation, Office of Procurement and Distribution, Purchasing Section.

Dated 1-10-2013

Iowa Department of Transportation
Operations & Finance Division
~~Cheryl Williams, Acting Purchasing Director~~ Ronald R. Jacks, Finance Director
(Agency)

By Ronald R. Jacks
Date 1/14/13

CHARLES GABUS FORD
(Supplier)

By Jim Pappe
Date 1-10-2013

Contract #:6144

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Iowa Department of Transportation

800 Lincoln Way, Ames, IA 50010

Phone: 515-239-1310
Fax: 515-239-1538

Ms. Cheryl Williams, Acting 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. Williams

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,

Jim Poppe
Signature

JIM POPPE
Print Name

10-10-2013
Date

Charles Gabus Ford
Contractor/Supplier Company Name

4545 Merle Hay Rd
Address

Des Moines, Ia 50310
City, State ZIP