

Iowa Department of Transportation
Purchasing Section
Contract

Model Year 2016 Trucks, Vans and SUVs

Contract # 6870

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 Twenty Six Thousand Eight Hundred Nineteen and 38/100 (\$26,819.38) payable as set forth in the bid specifications. Supplier hereby agrees to furnish goods or services or both as herein specified, per bid proposal # 15008, as let on OCTOBER 9, 2015 at the following agreed upon price(s) or rate(s)

Item	Quantity	Unit of Measure	Unit Price	Total
HDPU-E	1	EACH	26,819.38	26,819.38
Crew Cab, 4x2, Short Box, Auto Transmission, 9000 GVWR Min Ford F-250				

2. The parties agree that the following documents shall be considered part of this contract:
 - a. Agency's bid proposal dated OCTOBER 9, 2015;
 - b. Supplier's bid response with attachments, if any;
 - c. Agency's Standard Terms and Conditions
 - d. Certificate of Insurance listing the Iowa Department of Transportation as additional insured, if required.
3. Contract period
Begin Date NOVEMBER 9, 2015
End Date NOVEMBER 8, 2016
4. Contract renewal options Yes No
5. 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.
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. By executing this Contract the Supplier certifies it is either (a) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 423; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code Section 423.1. The Supplier also acknowledges that the Agency may declare the contract void if the above certification is false. The Supplier also understands that fraudulent certification may

result in the Agency or its representative filing for damages for breach of contract.

8. 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.

9. Additional terms: Quantities are estimated.

Supplier Contact Information

Contact person: Noah Wolter
Email: noah@charlesgabus.com
Phone: 515-270-0707
Fax: 515-270-2166



Agency Internal Coding - Cost Center: 755000 OBJ. 701 FUNC. 044

CHARLES GABUS FORD

(Supplier)

By 

Date 11/3/15

Iowa Department of Transportation
Operations & Finance Division
Renee R. Shirley, Director of Purchasing
(Agency)

By 

Date 11-6-15

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