

Iowa Department of Transportation
Purchasing Section
Contract

Model Year 2016 Trucks, Vans and SUVs

Contract # 6868

This agreement is between the Iowa Department of Transportation,
Operations & Finance Division, Ames, Iowa (hereinafter "Agency") and

STIVERS FORD LINCOLN MERCURY
of 1450 E HICKMAN RD WAUKEE, IA 50263 (hereinafter "Supplier")

1. In consideration of One Million Five Hundred Thirty Two Thousand Eighty Nine and 00/100 (\$1,532,089.00) 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
STDPU-A Regular Cab, 4x2, Long Box, Automatic Transmission Ford F-150	1	EACH	20,171.00	20,171.00
STDPU-A(O) Regular Cab, 4x2, Long Box, Automatic Transmission, Orange Paint Ford F-150	14	EACH	20,658.00	289,212.00
STDPU-C Regular Cab, 4x2, Long Box, Automatic Transmission Ford F-150	2	EACH	20,691.00	41,382.00
STDPU-C(O) Regular Cab, 4x2, Long Box, Automatic Transmission, Orange Paint Ford F-150	2	EACH	21,122.00	42,244.00
STDPU-D Regular Cab, 4x4, Long Box, Automatic Transmission Ford F-150	2	EACH	23,236.00	46,472.00
STDPU-D(O) Regular Cab, 4x4, Long Box, Automatic Transmission, Orange Paint Ford F-150	7	EACH	23,523.00	164,661.00
STDPU-E Extended Cab, 4x2, Short Box, Automatic Transmission Ford F-150	1	EACH	22,125.00	22,125.00
STDPU-F Extended Cab, 4x4, Short Box, Automatic Transmission Ford F-150	2	EACH	24,998.00	49,996.00
STDPU-G Crew Cab, 4x4, Short Box, Automatic Transmission Ford F-150	2	EACH	27,239.00	54,478.00

Item	Quantity	Unit of Measure	Unit Price	Total
HDPU-B(O) <i>205</i> Regular Cab, 4x4, Long Box, Auto Transmission, 9000 GVWR Min Ford F-250	8	EACH	25,664.00	205,312.00
HDPU-B(O) Regular Cab, 4x4, Long Box, Auto Transmission, 9000 GVWR Min, Orange Paint Ford F-250	2	EACH	26,255.00	52,510.00
HDPU-C Regular Cab, 4x4, Long Box, Diesel, HD Auto Transmission, 9000 GVWR Min Ford F-250	2	EACH	32,588.00	65,176.00
HDPU-F Crew Cab, 4x4, Short Box, Auto Transmission, 9000 GVWR Min Ford F-250	1	EACH	29,188.00	29,188.00
HDPU-G Crew Cab, 4x4, Long Box, Auto Transmission, 9000 GVWR Min Ford F-250	2	EACH	29,488.00	58,976.00
SCV-A Small FWD Cargo Van, 2 Passenger, Automatic Transmission Ford Transit Connect	1	EACH	22,348.00	22,348.00
SCV-B Small FWD Cargo Van, 2 Passenger, Automatic Transmission Ford Transit Connect	11	EACH	20,988.00	230,868.00
FSCV-B Full Size Cargo Van, 2 Passenger, Auto Transmission, 8550 GVWR Min Ford Transit	4	EACH	27,998.00	111,992.00
FSPV-A Full Size Window Van, 8 Passenger, Auto Transmission, 8550 GVWR Min Ford Transit	1	EACH	24,978.00	24,978.00

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 X
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

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: Ron Reese
 Email: rreese@stiversfordia.com
 Phone: 515-987-3697
 Fax: 515-987-0163



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

STIVERS FORD LINCOLN MERCURY

(Supplier)

By *Jella*
 Date 11-2-15

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

By *Renee R Shirley*
 Date 11-10-15

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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