STATE OF IOWA
MASTER AGREEMENT

EFFECTIVE BEGIN DATE: 10-14-2004
EXPIRATION DATE: 12-31-2005

BUYER :

PAYMENT TERMS (%): DAYS:

VENDOR:

Mid-States Ford
1450 E Hwy 6
PO Box 940
Waukee, IA 50263
USA

VENDOR CONTACT:

GARY TONEY
PHONE: 515-987-3697 **EXT:**
EMAIL:
VENDOR #: 42102266500

DESCRIPTION OF ITEMS CONTRACTED

VEHICLES, 2005 MODEL TRUCK, VANS & SUVS
Contract To Provide Pickups, Light Trucks, Vans And Sport Utility Vehicles Pursuant To The Specifications, Terms And Conditions Of Proposal No. 2424 Dated October 15, 2003, That Is On File With The Department Of Administrative Services, General Services Enterprie - Purchasing, Hoover Building, Level A, Des Moines, Iowa 50319-0105. Prices On This Contract Are Only Available As Long As The Vehicle Is Being Built By The Manufacturer.
FOB - Destination - Des Moines, Direct Factory Delivery Contract End Date Is Determined By Factory Notification Of Order Acceptance Deadlines. Successful Vendor Will Know The Ordering Dates For Each Vehicle.

CT2766-EXTX is the extension of terms and conditions from CT2766 (2004 model year vehicles) into the 2005 model year, except for those models that are discontinued or no longer available in the 2005 model year. All contract terms (options, terms and conditions, price, etc.) of CT2766 apply to CT2766-EXTX, except for the pricing on line item 3 which has been re-negotiated to $16,868.00.
See Attachments.

Vendor Contact:
Craig McAdams
Mid-States Ford
1450 Hwy 6
Waukee, IA 50263
Phone: 515-987-3697 ext. 1114
FAX: 515-987-0163
E-mail:
craigmcadams@mid-statesford.com

RENEWAL PERIODS REMAINING

THRESHOLDS
MINIMUM ORDER AMOUNT:
MAXIMUM ORDER AMOUNT:
NOT TO EXCEED AMOUNT:

AUTHORIZED DEPARTMENT
005 Administrative Services, Dept
SUB Political Sub-divisions
ALL

TOTAL **$0.00**

VENDOR: _____

APPROVED BY: _____

THIS MA IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO. PLEASE SEE ATTACHMENTS FOR FURTHER DESCRIPTIONS.

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST
3	0.00000		07203 Class 3 Trucks (10,001 - 14,000 lb. GVWR) Large Standard Cab/Chassis Pickup W/Dual Rear Wheels, 11,000 Lb. Gvwr Minimum, V-8 Or V-10 Engine, Automatic Transmission. Item #22 Make: Ford Model: F350 640a Xl (F36) Base Bid Price: $16,868.00 Price May Change Due To Additions And Deletions On Options As Required.	$0.000000
4	0.00000		07204 Class 4 Trucks (14,001 - 16,000 lb. GVWR) Item # 23 from bid # 2424DAS 10/15/03. Large Cab/Chasis Pickup W/Dual Rear Wheels, 15,000 Lb. Gvwr Minimum, V-8 Or V-10 Engine, Automatic Transmission. Make: Ford Model: F450 650a Xl (F46) Base Bid Price: $20,320.00 Price May Change Due To Additions And Deletions On Options As Required.	$0.000000
5	0.00000		07204 Class 4 Trucks (14,001 - 16,000 lb. GVWR) Item # 25 from bid # 2424DAS 10/15/03. Large Crew Cab/Chassis Pickup W/4-Wheel Drive And Dual Rear Wheels, 15,000 Lb. Gvwr Minimum, V-8 Or V-10 Engine, Automatic Transmission. Make: Ford Model: F450 650a Xl (W47) Base Bid Price: $26, 870.00 Price May Change Due To Additions And Deletions On Options As Required.	$0.000000
6	0.00000		07202 Class 2 Trucks (6,001 - 10,000 lb. GVWR) Item # 26 from bid # 2424DAS 10/15/03. Large Crew Cab Pickup, 9,200 Lb. Gvwr Minimum, 8 Ft. Side Body, V-8 Engine Automatic Transmission. Make: Ford Model: F350 610A Xl (W30) Base Bid Price: $18,315.00 Price May Change Due To Additions And Deletions On Options As Required.	$0.000000
7	0.00000		07202 Class 2 Trucks (6,001 - 10,000 lb. GVWR) Item # 27 from bid # 2424DAS 10/15/03. Large Crew Cab Pickup W/4-Wheel Drive, 9,200 Lb. Gvwr Minimum, 8 Ft. Straight Side Body, V-8 Engine, Automatic Transmission. Make: Ford Model: F350 610a Xl (W31) Base Bid Price: $20,975.00 Price May Change Due To Additions And Deletions On Options As Required.	$0.000000
8	0.00000		07205 Class 5 Trucks (16,001 - 19,500 lb. GVWR) Item # 28 from bid # 2424DAS 10/15/03. Large Standard Cab/Chassis Truck W/Dual Rear Wheels, 19,000 Gvwr Minimum, 120 Inch Ca, V-8 Or V-10 Engine, Automatic Transmission. Make: Ford Model: F550 667a Xlt (F56) Base Bid Price: $23,752.00 Price May Change Due To Additions And Deletions On Options As Required.	$0.000000
9	0.00000		07205 Class 5 Trucks (16,001 - 19,500 lb. GVWR) Item # 29 from bid # 2424DAS 10/15/03. Large Standard Cab/Chassis Truck With 4-Wheel Drive & Dual Rear Wheels, 19,000 Lb. Gvwr Minimum, 120 Inch Ca, V-8 Or V-10 Engine, Automatic Transmission. Make: Ford Model: F550 667a Xl (F57) Base Bid Price: $27,180.00 Price May Change Due To Additions And Deletions On Options As Required.	$0.000000
10	0.00000		07202 Class 2 Trucks (6,001 - 10,000 lb. GVWR) Item # 30 from bid # 2424DAS 10/15/03. Commercial Cutaway Cab/Chassis W/14 Ft. Van Body, 10,000 Lb. GVWR Minimum, V-8 Engine, Automatic Transmission. Make: Ford Model: E350 780a Drw (E35) Base Bid Price: $20,831.00 Price May Change Due To Additions And Deletions On Options As Required.	$0.000000
11	0.00000		0709244 VANS, CARGO, FULL SIZE Item # 35 from bid # 2424DAS 10/15/03. Extended Full Size Cargo Van With 2 Passenger Seating, 7,300 Lb. Gvwr, V-8 Engine, Automatic Transmission. Item #35 Make: Ford Model: E250 750a	$0.000000

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST
			(S24 Cargo) Base Bid Price: $16,030.00 Price May Change Due To Additions And Deletions On Options As Required.	
12	0.00000		07093571508	$0.000000
			15 PASSENGER VAN Item # 36 from bid # 2424DAS 10/15/03. Extended Full Size Window Van With 15 Passenger Seating, 8,600 Lb. GVWR Minimum, V-8 Engine, Automatic Transmission. Make: Ford Model: E350 723a Xlt (S31 Pass) Base Bid Price: $19,735.00 Price May Change Due To Additions And Deletions On Options As Required.	

TERMS AND CONDITIONS

Incorporation
The Request for Proposal no._____ [or bid no. _____] and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State of the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default
In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure-A
Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors
The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation
Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies
The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment
Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment
For good cause and as consideration for executing this purchase order, the vendor, 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 or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance-A
When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.
A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.
B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.
C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance-B
D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.
E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods
The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification
To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination
The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty
The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes

The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District or Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Rentention

The vendor shall maintain books, records, and documents which sufficiently and properly documnet and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representataive of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.

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NET 30 DAYS