

Iowa Department of Transportation  
Office of Procurement & Distribution  
Contract

Contract #:5354

Transit Mini Van Bus W/Wheel Chair Ramp for 5 Passengers

This Agreement Is Between the Iowa Department Of Transportation, Operations & Finance Division, Ames, Iowa (Hereinafter "Agency") and Siebert Mobility Inc of 405 Coolidge Glenwood, IA 51534 (Hereinafter "Supplier").

1. In Consideration Of One Million Four Hundred Forty One Thousand Four Hundred Ten And 00/100 Dollars (\$1,441,410.00) 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 Transit Mini Van Bus W/Wheel Chair Ramp For 5 Passengers, Per Spec. No./Proj. No. Proposal #4261, As Let On April 1, 2009 At The Following Agreed Price(S) Or Rate(S):

Item	Quantity	Unit of Measure	Unit Price	Discount	Total
0001	40	Each	36,049.0000	0.00	1,441,960.00
Transit Mini Van Bus W/Wheel Chair Ramp For 5 Pass As Per Spec. No. 4261-Adamv-0309					

**Floor plan A - Base Vehicle:** Lowered- Floor, Mid-Mounted Manually Deployed, Ramp That Is Stowed Fully Inside The Vehicle's Left Side Door; Capacity For Four (4) Forward Facing Positions For Ambulatory Passengers; Capacity For Two (2) Mobility Aid Users, When The Forward Facing, 2-Passenger Fold Up Seat And One Mau Is Positioned In The Co-Pilot Position To The Left of The Driver. (I.E. Reducing Passenger Capacity To Two (2) Ambulatory Passenger Positions. Note: Option Pricing Is Requested For: 1) Deleting Of The Fold Up Two Passenger Seat; 2) Providing A Quick Release Ambulatory Passenger Co-Pilot Seat To Increase AP Capacity To Five (5).

Make: Bruan Model: 2008 Entervan III Dodge

0002	1	Each	0.0001	0.00	0.00
Free Delivery Anywhere In Iowa					
0003	1	Each	-600.0000	0.00	-600.00
Delete 2-Passenger Cantilever, Fold-Up Seat for Middle Seat Position (Deletion Reduces Ambulatory Capacity From Five (5) To Three (3) Ambulatory Adult Passengers, Plus Driver).					
0004	1	Each	-200.0000	0.00	-200.00
Delete One Securement and Restraint System for One (1) Mobility Aid User (Mau)					

Item	Quantity	Unit Of Measure	Unit Price	Discount	Total
0005	1	Each	250.0000	0.00	250.00
Additional Wheelchair Occupant Restraint and Mobility Aid Securement System.					
0006	1	Each	0.0001	0.00	0.00
Free Substitute Q-Straint 8100 Deluxe Max System ILO Q-Straint Max Q8300-AR-L Securement System (Maur & SS).					
0007	1	Each	0.0001	0.00	0.00
Free Substitute Sur-Lok System ILOG-Straint Q-8300-AR-L Model Mau R&S System.					

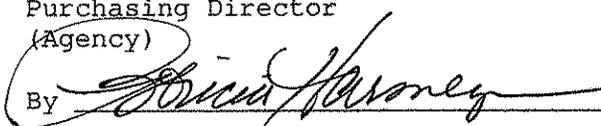
2. The parties agree that the following documents shall be considered part of this contract:
  - a. Agency's notice and instruction to bidders dated APRIL 1, 2009;
  - b. Supplier's proposal, with attachments, if any;
  - c. "Standard Specifications for Highway and Bridge Construction", 1992 series, 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 APRIL 8, 2009 and will furnish all machinery, equipment, materials and supplies or provide all services, or both, on or before JUNE 30, 2010.
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 therefore. 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:  
(3) Award is for a one (1) year contract with an option to renew for three Additional years in twelve (12) month increments. 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.

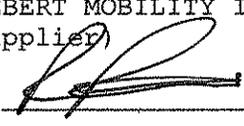
Dated 5-7-09

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

By 

Date 5-12-09

SIEBERT MOBILITY INC  
(Supplier)

By  SALES MANAGER

Date 5-7-09