

# STATE OF NORTH CAROLINA

Department of Health and Human Services

Division of Employment and Independence for People with Disabilities

(EIPD)

Invitation for Bid : IFB30-26285-EIPD

Vehicle Conversion & Driving Modification Package –

**New 2025 / 2026 Toyota Sienna lowered floor conversion minivan**

**AND driving modifications / equipment installation**

Date of Issue: 04/28/2026

Bid Opening Date: 05/11/2026

At 2:00 PM ET

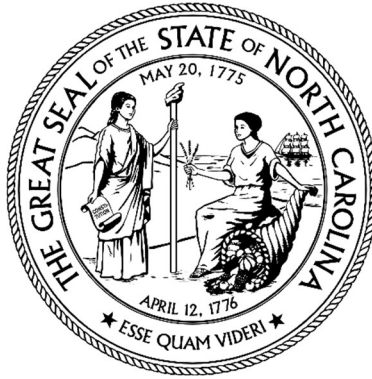
Direct all inquiries concerning this IFB to:

Sidahmed Salih

Procurement Specialist II

Email: [sidahmed.salih@dhhs.nc.gov](mailto:sidahmed.salih@dhhs.nc.gov)

Phone: 919-537-6376



## STATE OF NORTH CAROLINA

### Invitation for Bid # IFB 30-26285-EIPD

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For internal State agency processing, including tabulation of bids, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your bid.  
Failure to do so may subject your bid to rejection.**

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Vendor Name

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Vendor eVP#

**Note:** For a contract to be awarded to you, your company (you) must be a North Carolina registered Vendor in good standing. You must enter the Vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a Vendor number, register at <https://evp.nc.gov/SignIn>

**STATE OF NORTH CAROLINA**  
**Department of Health and Human Services**

Refer <u>ALL</u> Inquiries regarding this IFB to <b>Sidahmed Salih</b> <b>Sidahmed.salih@dhhs.nc.gov</b>	<b>Invitation for Bid No: IFB 30-26285-EIPD</b>
	<b>Bids will be publicly opened: 05/11/2026</b>
<b>Using Agency: EIPD</b>	<b>Commodity No. and Description: 781815 – Vehicle maintenance and repair services</b>
<b>Requisition No.: 432456</b>	

**EXECUTION**

In compliance with this Invitation for Bid (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this bid, the undersigned certifies to the best of Vendor’s knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its Sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned Vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the IFB, the undersigned certifies, for Vendor’s entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS** incorporated herein. These documents can be accessed from the Ariba Sourcing Tool.

**Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids shall not be accepted.**

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		
VENDOR’S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

Bid Number: IFB 30-26285-EIPD

Vendor: \_\_\_\_\_

**VALIDITY PERIOD**

Offer shall be valid for at least sixty (60) days from date of bid opening, unless otherwise stated here: \_\_\_\_\_ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

**ACCEPTANCE OF BIDS**

If your bid is accepted, all provisions of this IFB, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as indicated on

The attached certification, by \_\_\_\_\_.

**(Authorized Representative of Employment and Independence for People with Disabilities)**

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## 1.0 PURPOSE AND BACKGROUND

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The intent of this solicitation is to Identify a single vendor and award an Agency Specific Contract to provide a 2023 or newer Toyota Sienna LE or better, dropped floor conversion with additional modifications, per the attached specifications.

**Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.**

The intent of this solicitation is to award an Agency Specific Contract.

### 1.1 CONTRACT TERM

The Contract shall have an initial term of *twelve months (1) year*, beginning on the date of final Contract execution (the “Effective Date”).

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

## 2.0 GENERAL INFORMATION

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### 2.1 INVITATION FOR BID DOCUMENT

This IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

### 2.2 E-PROCUREMENT FEE

**ATTENTION: This is not an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.**

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

#### **What is the Ariba Network?**

The Ariba Network is a web-based platform that serves as a connection point for buyers and Vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

<http://eprocurement.nc.gov/training/Vendor-training>.

### 2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor’s responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this IFB and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions or issues regarding any component of this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s bid or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor’s bid that purports to vary any terms and conditions or Vendors’ instructions herein or to render the bid non-binding or subject to further negotiation. Vendor’s bid shall constitute a firm offer that shall be held open for the period required herein (“Validity Period” above).

**The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s bid as non-responsive.**

**2.4 IFB SCHEDULE**

The table below shows the *intended* schedule for this IFB. The State will make every effort to adhere to this schedule.

The table below shows the *intended* schedule for this IFB. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue IFB	State	04/28/2026
Deadline for Submission of Written Questions	Vendor	05/01/2026
Provide Responses to Questions	State	05/06/2026
Scheduled Bid Opening	State	<p><b>05/11/2026</b></p> <hr/> <p><b>Microsoft Teams meeting</b>  <b>Join:</b>  <a href="https://teams.microsoft.com/meet/295862676467827?p=0LzWQFoCvjRXeHNaGC">https://teams.microsoft.com/meet/295862676467827?p=0LzWQFoCvjRXeHNaGC</a>                      Meeting ID: 295 862 676 467 827                      Passcode: Gv3GV2LD</p> <hr/> <p><a href="#">Need help?   System reference</a>  <b>Dial in by phone</b>                      +1 984-204-1487,812986115# United States, Raleigh  <a href="#">Find a local number</a>                      Phone conference ID: 812 986 115#  <b>Join on a video conferencing device</b>                      Tenant key: ncgov@m.webex.com                      Video ID: 113 453 155 0  <a href="#">More info</a>                      For organizers: <a href="#">Meeting options</a>   <a href="#">Reset dial-in PIN</a></p>
Contract Award	State	TBD
Contract Effective Date	State	TBD

**2.5 PRE-SALE CONDITIONS**

**NOTE: Prior to finalizing the sale, the vendor must do a free product demonstration with the proposed vehicle at the client’s residence to ensure a proper wheelchair/client fit.**

## 2.6 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the “Submit Written Questions” date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter “**IFB#30-26285-EIPD – Questions**” as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the IFB and an addendum to this IFB.

## 2.7 BID SUBMITTAL

**IMPORTANT NOTE: This is an absolute requirement.** Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor’s bids(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor’s bids for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

### Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.
5. **Only Bids submitted through the Content Section of the Ariba Sourcing Event will be considered. Bids submitted through the Message Board will not be accepted or considered for award.**

If confidential and proprietary information is included in the bid, also submit one (1) signed, REDACTED copy of the bid. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services, or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the bid with its bid submission, the Department may release an unredacted version if a record request is received.

## 2.8 BID CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this IFB that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's bid, in the State's sole discretion.

- a) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- b) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- c) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- d) Vendor's Response.
- e) Completed version of ATTACHMENT A: PRICING
- f) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- j) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

## 2.9 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bid must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Each bid must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Bids in the Sourcing Tool.

## 2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this IFB are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found in the Sourcing Tool, which are incorporated herein by this reference.

The following definitions, acronyms, and abbreviations are also relevant to this IFB:

- a. *49CFR565 – Code of Federal Regulations – Title 49/Subtitle B/Chapter 5/Part 595: Make Inoperative Exemptions*
- b. AWS – American Welding Society
- c. *Client – An individual who is receiving services from the NCDVRS*
- d. *FMVSS – Federal Motor Vehicle Safety Standards*

- e. *FMVSS 110 – Tire Loading Information*
- f. *FMVSS 209 – Seat Belt Assemblies*
- g. *FMVSS 214 – Side Impact Protection*
- h. *FMVSS 302 – Flammability of Interior Materials*
- i. *GWAR – Gross Weight of Axle Rating*
- j. *GWVR – Gross Weight of Vehicle Rating*
- k. *ISO – International Standards Organization*
- l. *NCAC – North Carolina Administrative Code*
- m. *NCGS – North Carolina General Statute*
- n. *NCEIPD – North Carolina Employment and Independence for People with Disabilities  
(Division name change - formerly NCDVRS – North Carolina Division of Vocational Rehabilitation Services)*
- o. *NHTSA – National Highway Traffic Safety Administration*
- p. *NMEDA – National Mobility Equipment Dealer Association*
- q. *NMEDA QAP – Quality Assurance Program*
- r. *SAE – Society of Automotive Engineers*

### **3.0 METHOD OF AWARD AND BID EVALUATION PROCESS**

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#### **3.1 METHOD OF AWARD**

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State’s best interest.

All responsive bids will be reviewed, and an award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein, to include any required verifications set out here in such as but not limited to past performance, references, and financial documents.

The intent of this IFB is to award a Contract(s) to a single Vendor, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items, or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in bids received.

#### **3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

While this IFB is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 29. of the Instructions to Vendors entitled COMMUNICATOINS BY VENDORS

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the procurement lead named above, any department secretary, agency head, members of the General Assembly and Governor’s office); or private entity, if the communication refers to the content of Vendor’s bid or qualifications, the content of another Vendor’s proposal, another Vendor’s qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or inquiries directed to the procurement lead named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

### 3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

#### **The State will conduct an evaluation of responsive Bids, as follows:**

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. Cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested Goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to the *electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more Vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

### 3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

a) Total cost to the State	f) Relations with citizens and employees
b) Ability to understand the State’s business requirements and internal operational culture	g) Protection of the State’s information and intellectual property
c) Level of quality provided by the Vendor	h) Contract enforcement jurisdictional issues
d) Particular risk factors such as the security of the State’s information technology	i) Availability of pertinent skills
e) Process and performance capability across multiple jurisdictions	

**3.5 INTERPRETATION OF TERMS AND PHRASES**

This IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State’s needs as described in the IFB. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a bid in its entirety.

**4.0 REQUIREMENTS**

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better bid, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Bid Questions Section above.

**4.1 PRICING**

Bid price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

***INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.***

**4.1.1 Import Tariff Temporary Surcharge**

Pricing shall be exclusive of any pending tariffs or temporary tariff surcharge. Vendor may request a temporary tariff surcharge in ATTACHMENT A: PRICING SUBMITTAL WORKBOOK as a charge separate from the contract price. Any temporary tariff surcharge(s) associated with purchases shall be provided by way of a percentage tariff surcharge. All tariff surcharges proposed are intended to be temporary and based on current tariff implications specific to related commodities with evidence of submitted documentation of affected MSRP products. Vendor understands that the agency may request additional justification. Any temporary tariff surcharge percentage will be negotiated and mutually agreed upon. The state is not obligated to accept any proposed import tariff surcharge. Proposed tariff surcharges may be used as a factor for evaluation and award.

**4.2 HUB PARTICIPATION**

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this IFB will serve to identify those Vendors that are minority owned or have a strategic plan to support the State’s Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete

**4.2.1 GENERAL INFORMATION**

It is the policy of the State to provide a safe environment for State Government employees to work. Due to the Contract requirements, the State requires criminal background checks of awarded Vendors, including but not limited to owners, employees, agents, representatives, subcontractors, and all personnel of their respective companies. All costs and expenses associated with criminal background checks are the responsibility of the Vendor.

The following requirements must be met:

- a) Criminal background checks shall be current and completed within ninety (90) days of the Contract effective date.
- b) The criminal background check shall include a social security verification/check, felonies, misdemeanors, and traffic records covering a minimum of the last seven (7) years for all states and countries where the individual has resided. The criminal background check information shall be first thoroughly reviewed by the Vendor and then sent to the Contract Administrator for review and approval. Out of state searches shall be required for persons living in the state of NC for fewer than seven (7) years. Fingerprint background checks may be required in some instances depending on the facility requirements.
- c) A criminal background check on the awarded Vendor and its employees shall be provided by the Vendor prior to Contract effective date. Copies of the original criminal background check shall be sent to the Contract Administrator for evaluation. In some cases, badging cannot take place until after the evaluation and approval of the Vendor’s criminal checks.
- d) When a new employee or individual is identified to perform Services on this Contract, the Vendor shall provide the Contract Administrator with a criminal background check before the individual can be approved for work. Persons without approved criminal background checks shall not be allowed to work in the relevant buildings until proper documentation is submitted and approved.
- e) The State may require the Vendor to exclude the Vendor’s employees, agents, representatives, or subcontractors based on the background check results. Discovery that one or more employees have convictions does not disqualify the Vendor from award.
- f) Additionally, the State may use The North Carolina Department of Public Safety Offender Public Information or similar Services to conduct additional background checks on the Vendor’s proposed employees.

**4.2.2 BACKGROUND CHECK REQUIREMENTS**

As part of Vendor’s criminal background checks, the details below must be provided to the State:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including but not limited to fraud, misappropriation or deception, of Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project of which Vendor has knowledge, or provide a statement that Vendor is aware of none.
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none.
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term “regulatory sanctions” includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings.
- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or provide a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its bid herein, or provide a statement that there are none.

**4.2.3 BACKGROUND CHECK LIMITATIONS**

Any individual representing the Vendor, who:

- a) In his/her lifetime, has been adjudicated as a habitual felon as defined by GS 14-7.1 or a violent habitual felon as defined by GS 14-7.7, shall not be allowed to work in buildings occupied by State Government employees.
- b) During the last seven (7) years has been convicted of any criminal felony or misdemeanor sexual offense or a crime of violence who shall not be allowed to work in buildings occupied by State Government employees.
- c) At any time has an outstanding warrant or a criminal charge for a crime described in (b) above shall not be allowed to work on State property.
- d) The Vendor must ensure that all employees have a responsibility to self-report to the Vendor within twenty-four (24) hours any arrest for any disqualifying offense. The Vendor must notify the Contract Administrator within twenty-four (24) hours of all details concerning any reported arrest.
- e) Upon the request of the Contract Administrator, the Vendor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.
- f) Vendor's responses to these background check requests shall be considered a continuing representation, and Vendor's failure to notify the State within thirty (30) days of any criminal charge, investigation, or proceeding involving Vendor or its then-current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.
- g) If there are problems or delays with performance associated with the completion and compliance with this background check requirements, any Vendor's performance bond could be used to complete these Services.

**4.2.4 DOCUMENT REQUIREMENTS**

Required documentation to be submitted prior to date Contract is effective and for performing any Services on State property shall include:

- a) A cover letter by the Vendor on company letterhead with a list of the full names matching a required government issued photo ID, addresses, and birth dates of each person representing the contracting company.
- b) Vendor shall also provide a photocopy of the required State or Federal government issued picture ID or Driver License.
- c) A letter on company letterhead is not acceptable proof in itself but can be used to further clarify information on the criminal background check submitted. All documentation shall be submitted at the same time. Submit documents which are clear and legible.
- d) Background checks consisting of:
  - 1. Original unaltered criminal background check from the organization providing the background check.
  - 2. The background check provider's company name, company mailing address, and contact phone numbers.
  - 3. The full name of the individual, which matches the government issued photo ID.
  - 4. The current address of individual being checked.
  - 5. The date the criminal background check search was conducted.

**4.2.5 VENDOR BACKGROUND CHECK AGREEMENT**

Vendor agrees to conduct a criminal background check per the specifications above in this section on all employees proposed to work under this Contract, at its expense, and provide the required documentation to the State in order to perform Services under this Contract:

YES  NO

**4.3 PERSONNEL**

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor's bid result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

**4.4 VENDOR'S REPRESENTATIONS**

If Vendor's bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

**4.5 AGENCY INSURANCE REQUIREMENTS MODIFICATION**

1. *Potential for damage to State property or property of a third party,*
2. *Potential for bodily injury to State employees or third parties,*
3. *Whether Vendor will transport State property, clients, or employees,*
4. *Use of a vehicle to accomplish the work or to travel to or from State locations,*
5. *Anticipated physical contacts of the Vendor with the State,*
6. *Anticipated number and activity of Vendor personnel within the State, and*
7. *Any other unique considerations that could result in harm, bodily injury, or property damage.*

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

X Small Purchases

Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00

Contract value in excess of \$1,000,000.00

a) **Employer's Liability** \$ \_\_\_\_\_

b) **Commercial General Liability** \$ \_\_\_\_\_ Combined Single Limit

c) **Automobile**

\$ \_\_\_\_\_ Bodily injury and property damage  
\$ \_\_\_\_\_ Uninsured/under insured motorist  
\$ \_\_\_\_\_ Medical payment

**4.6 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS**

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- that they abide by the above restriction.
- that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
- that such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit the CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL when responding to this solicitation.

**4.7 SUBCONTRACTORS**

No portion of the work shall be subcontracted without prior written consent of the State. In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish with their bid the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain solely and fully liable and responsible for the work done by its subcontractor(s) and shall assure compliance with all the requirements and specifications of the contract.

**4.8 SECRETARY OF STATE REGISTRATION**

Prior to entering into a contract with the State, the awarded Vendor(s) must complete registration with the NC Secretary of State. Upon notification of award, the selected Vendor(s) must furnish evidence of filing within 10 business days. Failure to provide this documentation may result in the disqualification of the Vendor(s) bid from further consideration for the award. **No purchase orders shall be issued prior to confirmation of completed registration with the Secretary of State.**

A contract award under the above-referenced solicitation, and the resulting purchase orders, will produce repeated orders and transactions in North Carolina and will constitute "transacting business" in the State, which requires a certificate of authority from the North Carolina Secretary of State as provided in G.S. §55-15-01 (corporations) or §57D-7-01 (LLCs). Please go to: <https://www.sosnc.gov/> to register.

. Vendor has registered with the North Carolina Secretary of State: Yes  No

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**5.0 SPECIFICATIONS AND SCOPE OF WORK**

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**5.1 TASKS/DELIVERABLES**

INDEX

- I PART I DESCRIPTIONS**
  - A. Description of Vehicle to be Purchased
  - A. Description of Wheelchair/Scooter (for reference only)

**PART II BID REQUIREMENTS**

**PART III MODIFICATION SPECIFICATIONS**

**Section MODIFICATION REQUIREMENTS**

- 0. TRANSPORTATON
- 1. FITTINGS
- 4. LEFT FOOT ACCELERATOR
- 9. STEERING WHEEL DEVICE
- 17. MIRRORS AND DISPLAY
- 32. SIX-WAY TRANSFER SEAT BASE
- 33. WHEELCHAIR TIEDOWN AND OCCUPANT RESTRAINT SYSTEMS
- 41. ELECTRICAL REQUIREMENTS
- 42. INSTALLATION GENERAL REQUIREMENTS
- 43. VEHICLE WEIGHT RATINGS
- 44. TRAINING REQUIREMENTS

- DRIVING MODIFICATIONS DELIVERY CHECKLIST
- VEHICLE MODIFICATION CERTIFICATE OF COMPLIANCE
- TRAINING CERTIFICATE FOR INSTALLED ADAPTIVE EQUIPMENT
- VEHICLE LOADING CERTIFICATE

**NOTE: THIS IS FOR COMBINED PURCHASE OF A DROPPED-FLOOR MINIVAN and DRIVING MODIFICATIONS.**

**Part I – DESCRIPTIONS**

**A. Description of Vehicle to be Purchased**

**1.0 CHASSIS DESCRIPTION (Like or Functionally Equivalent):**

- 1.1 **Make:** Toyota
- 1.2 **Model:** Sienna
- 1.3 **Trim:** XSE SPORT (or better), WITH SUNROOF AND ROOF RACK
- 1.4 **Year:** 2025 -OR- 2026  
**New - Odometer miles:** Preferred to be less than 1,000 miles.
- 1.5 **Engine:** 6-cylinder standard size
- 1.6 **Transmission:** Auto
- 1.7 **Electrical system:** Standard battery
- 1.8 **Power:** Steering, Brakes, Windows, Door locks, Mirrors
- 1.9 **Cruise control:** Yes
- 1.10 **Tilt wheel:** Yes
- 1.11 **Heating/Air conditioning:** Front, Rear
- 1.12 **Exterior color:** In all cases where Client’s Preferences are not available, vendor can provide a quote for other available colors.  
**Clients’ Preferences are:**  
Choice 1: Blue  
Choice 2: Red  
Choice 3: Silver
- 1.13 **Interior color:** Interior color to coordinate with exterior color.

**\*\* VENDOR MAY BID / OFFER ALTERNATIVES regarding mileage, trim, availability, etc. for consideration.**

**2.0 DROPPED-FLOOR SIDE RAMP ENTRY CONVERSION installed in a MINIVAN:**

- 2.1 **Dropped floor package:** BraunAbility conversion (in-floor ramp)  
Conversion must include full floor drop (cargo area, driver, and front passenger).  
Conversion must include interior finish.
- 2.2 **Sliding side door(s):** Power
- 2.3 **Ramp: IN FLOOR ramp** with Manual Emergency Back-Up
- 2.4 **Removable seats:** Driver, Front passenger
- 2.5 **Flooring: Wheelchair rubberized flooring – NO CARPET**
- 2.6 **Kneeling system:** Yes
- 2.7 **Door/ramp controls:** Provide two (2) wireless keychain remotes.

**B. DESCRIPTION OF WHEELCHAIR/SCOOTER**

**1.0 WHEELCHAIR**

- 1.1 **Make:** Permobil
- 1.2 **Model:** F3
- 1.3 **Model :** F3

- 1.4 Serial:**
- 1.5 Type: powered chair, front wheel drive**
- 1.6 WC-19 compliant: yes**
- 1.7 Total reported weight of client:**
- 1.8 Weight of wheelchair: 405**
- 1.9 Comments: WEIGHT AND MEASUREMENTS TAKEN FROM STANDARD FOR THIS CHAIR. CLIENT'S SPECIFIC CHAIR NOT MEASURED.**

**2.0 DIMENSIONS - CHAIR ONLY (inches):**

**2-1 Height**

2-1-1 Floor to: Top of armrest 29 ½"      Lowest part of footrest 4"

**2-2 Length**

2-2-1 Back of rearmost wheel/caster/anti-tipper to front of forwardmost wheel/caster/anti-tipper 40"

2-2-2 Overall (*front of footrest to back of rearmost wheel/caster/anti-tipper*) 48"

**2-3 Width**

2-3-1 Overall chair (*including any projection*) 25"

2-3-2 Outside rear wheels (*at bottom of wheels*) 19"

2-3-3 Outside of forwardmost wheels/casters/anti-tippers 23 ½"

2-3-4 Outside footrests 17"

2-3-5 Caster tire thickness 2 ½"

**2-4 Rear tire (*complete designation*):** Diameter 13"    Width 2 ½"    **3.00 - 8**

**3. DIMENSIONS - CLIENT AND CHAIR (inches):**

**3-1** Floor to top of head (*erect*) 55"

**3-2** Floor to top of head (*ducked/tilted to lowest height that chair can be safely operated*) 53"

**3-3** Floor to eye level 50 ½"

**3-4** Floor to top of knee 27"

**3-5** Tip of toes to back of rear wheel 50"

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## **Part II - BID REQUIREMENTS**

### **A. VENDOR GENERAL RESPONSIBILITIES**

1. The Vendor is contracted to provide and properly install the adaptive equipment specified by the **North Carolina Division of Vocational Rehabilitation Services (NCEIPD)**. All equipment must be installed in a manner that meets the client's needs, protects vehicle occupants, and that protects and secures all installed equipment.
  - The Vendor is responsible for ensuring that the installation is in accordance with applicable state and federal laws, manufacturer's guidelines, industry standards and other requirements contained in the purchase order so that the client can safely operate the equipment.
  - If the specified equipment is installed correctly but does not meet the functional needs of the client, NCDVRS can authorize additional equipment and labor. Such authorization must be obtained prior to the Vendor commencing rework and ordering additional materials. Authorization will be in the form of a revised purchase order or a unit office authorization.
2. To bid and be awarded the contract, the Vendor must be a certified vendor with the NCDVRS Vehicle Modification Program, which includes an on-site inspection of the Vendor's facility and a review of training and certification records, quality assurance records, and the NHTSA compliance reports.
3. Vendors must notify the Counselor, Engineer, and State Purchasing Representative promptly about any issues that adversely affect their ability to meet the contract requirements, including but not limited to delivery delays, equipment problems, and product clarification. Any deviations to the contracted specifications after the purchase order is issued must be approved by the State Purchasing Office. Neither the Client nor the Engineer are authorized to make changes.
4. Any custom equipment, when authorized, will be detailed in the specifications. General or non-product specific equipment specifications do not imply custom equipment. This requirement is not intended to preclude modifications to products that take place in the normal fitting process.
5. The Vendor must not discuss, recommend, or suggest alternatives to these specifications or the policies, procedures, and actions of the NCDVRS with the client. Vendors can contact the Counselor or Engineer with any questions or suggestions.
6. Vendor may subcontract any work, but Vendor shall retain fitting, warranty and repair responsibility for all subcontracted work and Vendor must have on staff an employee certified by the manufacturer to install, service, and repair the subcontracted equipment.
7. For liability reasons, Vendor must document/photograph the condition of the vehicle exterior, interior, and accessories prior to modifications and return the vehicle to the Client in same condition.
8. If the cost of the project is being shared by the NCDVRS and the Client, the Vendor will be responsible for invoicing the Client separately for their portion of the cost.
9. Receiving the final inspection approval from the Rehabilitation Engineer does not relieve the Vendor from meeting all conditions and requirements specified in the purchase order, and any other document included as part of the contract.
10. The Vendor is not responsible for providing transportation for the Client to attend fittings and delivery. Please direct the Client to contact their Counselor.
11. Warranty work. Unless NCDVRS has specified for the Vendor to install previously used equipment, the installed equipment will be new under full manufacturer's warranty and is subject to the following conditions:
  - The Vendor is to provide a minimum of one-year parts and labor for warranty repairs and mandatory service/preventive maintenance. The delivery of the completed modified vehicle will be the start date for the one-year requirement. If the manufacturer states a longer warranty period for parts and/or labor, the Vendor will honor the longer period. The Product Warranty, as stated in the Equipment Owner's Manual, will be in effect for all installed equipment (excluding the above one-year requirements), provided the Warranty does not conflict with North Carolina law.
    - The Vendor is to instruct the client to contact the Vendor directly and will provide contact information and phone number at delivery. The Vendor will first attempt to correct any issues over the phone.
    - Unless stated otherwise in Section 0 - TRANSPORTATION, the Product Warranty contained in the Manufacturer's written Equipment Owner's Manual provided to the Client at time of delivery will contain the terms covering transportation responsibility for warranty repairs.
    - Unless stated otherwise in Section 0 - TRANSPORTATION, the Client is responsible for transporting the vehicle to the Vendor's facility for mandatory service/preventive maintenance.
    - Warranty work and mandatory service/preventive maintenance is required to be done at the Vendor's facility unless the Vendor agrees to perform it at another location.

- The Vendor will contact the Counselor prior to commencing work if the repair work is not covered by the warranty such as neglect, misuse, unauthorized repair, modifications or alterations, accidental damage, or failure to operate equipment within manufacturer’s guidelines provided to the Client. A written authorization must be received from the Counselor prior to commencing work for any material and/or labor charges if NCDVRS is to be the funding source. Such stipulations as to what is covered under the Product Warranty will be contained in the Manufacturer’s written Equipment Owner’s Manual provided to the Client at time of delivery.
- 12. Used equipment is subject to the following conditions:**
- The Vendor is to warrant the installation for a period of one year. The Vendor is to provide a minimum of one-year parts and labor for repairs that arise due to the improper installation of the equipment. The remaining (if any) Product Warranty as stated in the Equipment Owner’s Manual will be in effect for all installed equipment provided the Warranty does not conflict with North Carolina law. The Vendor is to provide a minimum of one-year parts and labor for mandatory service/preventive maintenance.
    - The Vendor is to instruct the client to contact the Vendor directly and will provide contact information and phone number at delivery. The Vendor will first attempt to correct any issues over the phone.
    - The Product Warranty contained in the Manufacturer’s written Equipment Owner’s Manual provided to the Client at time of delivery will contain the terms covering transportation responsibility for warranty repairs.
    - The Client is responsible for transporting the vehicle to the Vendor’s facility for mandatory service/preventive maintenance.
    - Warranty work and mandatory service/preventive maintenance is required to be done at the Vendor’s facility unless the Vendor agrees to perform it at another location.
    - The Vendor will contact the Counselor prior to commencing work if the repair work is not covered by the warranty such as neglect, misuse, unauthorized repair, modifications or alterations, accidental damage, or failure to operate equipment within manufacturer’s guidelines provided to the Client. A written authorization must be received from the Counselor prior to commencing work for any material and/or labor charges if NCDVRS is to be the funding source. Such stipulations as to what is covered under the Product Warranty will be contained in the Manufacturer’s written Equipment Owner’s Manual provided to the Client at time of delivery.
- 13. Within one week of receiving the purchase order, the Vendor will make a courtesy call to the client.**
- 14. The Vendor can contact the Driving Evaluator for a copy of the driving evaluation report.**

**B. VENDOR SHOP REQUIREMENTS**

1. The Vendor’s facility, where vehicle modifications are performed, shall be protected from weather and secured from vandalism.
2. The Vendor’s facility shall have handicapped accessible entrances and restrooms.
3. The Vendor’s facility shall have a designated waiting area for customers.
4. The Vendor’s facility shall have employee(s) who are trained by the equipment manufacturer and certified to install, service, and repair the equipment.
5. Vendors must maintain registration as a modifier with NHTSA. The following certifications are required to be in place to work on specific types of modifications:
  - a) A NMEDA QAP Structural Vehicle Modifier certification is required for work in:
    - Section 36, “Raised Fiberglass Top” and Section 37, “Extended Doors” of the specifications.
  - b) A NMEDA QAP High Tech Driving Systems Installer certification is required for work in:
    - Section 6, “Reduced Effort Braking Modifications”
    - Section 10, “Steering Column Extension and Alternate Steering Wheel”
    - Section 11, “Reduced Effort Steering Modifications”
  - c) EMC Certified Dealer holding a current certification. The installer must be an EMC Certified Technician holding a current biennial certification from EMC:
    - Section 40, “EMC High Tech Electronic Controls for Gas, Brake, Steering and Secondary Control Consoles”

In lieu of a NMEDA QAP certification, the modifier may have in place an equivalent Quality Assurance Program. The modifier must be able to provide supporting documents to NCDVRS and allow NCDVRS to audit the facility and records upon request.

6. The Vendor’s facility shall have a method to allow modified vehicles to be raised to a minimum 24” for inspections. Standing inspection height (6’-0”) is preferred.
7. **Liability insurance:** Each Vendor shall maintain “product/completed operations” liability insurance that covers the Vendor’s work or the work/products of their suppliers and provides minimum coverage of one million dollars. In addition, each Vendor will maintain “garage-keeper’s” liability insurance and “premises” liability insurance as well. Proof of insurance will be provided to NCDVRS upon request and will be resubmitted on an annual basis.
8. The Vendor’s facility shall have a four-corner scale to obtain vehicle weights.

**C. GENERAL CONDITIONS FOR PROJECT WORK**

1. All work shall adhere to the recommended practices as detailed in the current NMEDA “Guidelines” unless superseded by federal and/or state laws.
2. Modified vehicles must be certified to meet all the NHTSA FMVSS, except for the portion of those standards for which the 49CFR595 Make Inoperative Exemption applies. When the vehicle modification requires an allowed 49CFR595 FMVSS exemption, the vehicle must be labeled per 49CFR595 with vendor’s name, physical address, and the statement: ***“This vehicle has been modified in accordance with 49CFR595.6 and may no longer be in compliance with all FMVSS in effect at the time of its original manufacture.”*** The modifier must review the status of the vehicle’s compliance with the vehicle modifications and demonstrate when applicable that the vehicle remains compliant. The Vendor must be able to provide supporting documents to NCDVRS upon request. The following is required to be recertified by actual testing from a recognized independent testing facility, not self-certification:
  - FMVSS 301 Fuel System Integrity

**D. VENDOR RESPONSIBILITIES AT CLIENT FITTINGS**

1. A Client fitting is part of the equipment installation process. Intermediate fitting(s) allows the Vendor to properly order, place, modify, or install the prescribed adaptive equipment. Also at this fitting, the Client may operate the adaptive equipment and the Vendor may adjust based upon the Client’s abilities to safely operate the adaptive equipment. A final fitting occurs at delivery. At the final fitting, the Vendor makes final adjustments or positioning of the adaptive equipment, in most cases with a Driving Evaluator present. Generally, these adjustments should be minor in nature.
2. The NCDVRS Vehicle Modification Program relies on the professional judgments of qualified Driving Evaluators. When required, Driving Evaluators will attend fittings to verify that the recommended equipment is properly located, modified, and installed. The Driving Evaluator is responsible for verifying that all their recommended adaptive equipment meets the Client’s needs.
3. The Vendor must coordinate all fittings (see Section 1-3 for mandatory attendees) with the Engineer, Counselor, Client, and Driving Evaluator (if applicable) via telephone prior to the fitting date. Fittings cannot occur without all scheduled attendees present and all equipment installed or ready to be installed at the fitting as applicable. The pickup or delivery of the client’s vehicle should be based in part on the projected fitting requirements. The Vendor must include any cost for the fitting(s) under Section 0 -TRANSPORTATION and Section 1 - FITTINGS.
4. The Vendor will provide all materials required to reasonably complete the fittings with any accompanying costs included in the “Parts” cost section of the specified item.
5. All fittings will occur at the Vendor’s facility unless otherwise specified in the specifications, Section 1.

**E. VENDOR RESPONSIBILITIES AT DELIVERY**

1. Delivery includes a final inspection by the Engineer, Client training, and arranging physical delivery of the vehicle to the Client.
2. No vehicle is to be delivered without the Client, Engineer, and Driving Evaluator (if attending final fitting) present. The Counselor must be notified prior to the delivery but their attendance is not required unless they choose to be present.
3. Final inspection by the Engineer and Client training will normally occur at the Vendor’s facility unless otherwise specified in the specifications/purchase order.
4. A certified technician completes all Equipment Checks/Final Testing Procedures called for in the Equipment Manufacturer’s Installation Manual prior to delivery. The Vendor is required to complete the sectional equipment Final Inspections and **“Driving Modification Delivery Checklist”** prior to the inspecting Engineer except for items where the inspection is called to be performed at the same time as the Engineer’s inspection.
5. The Vendor must explain and demonstrate the proper use and maintenance of all installed adaptive equipment. Client/Operator must demonstrate the ability to safely operate this equipment.
6. The Vendor is to provide the Client/Operator with the following:

- a) The original operation/owner's/warranty manuals for each installed item that has a manual. The equipment Owner's Manual must detail the Product Warranty.  
**Vendors shall be required to register all warranties with equipment manufacturers.**
  - b) A preventative maintenance schedule detailing required maintenance for all installed equipment.
  - c) A written warranty to include:
    - For new equipment, a minimum of one-year parts and labor for repairs and any mandatory service/preventive maintenance scheduled to occur within the first year.
    - For used equipment, a minimum of a one-year warranty for the installation. Any remaining Product Warranties in effect on the used equipment. A minimum of one-year parts and labor for any mandatory service/preventive maintenance scheduled to occur within the first year.
    - Transportation responsibility for warranty repairs and mandatory service/preventive maintenance.
    - Any manufacturer's warranty that exceeds one year.
    - Vendor's contact information for warranty, repairs, and maintenance.
  - e) A list of the FMVSS with which the vehicle may no longer be in compliance with. Vendor retains a copy for 5 years.
  - f) Any usable equipment removed from the vehicle in the process of making the modification. Any tools, spare parts, unused parts, and accessories provided by the equipment manufacturer.
  - g) "Vehicle Loading Certificate"
  - h) "Ride Safe" brochure or equivalent, if applicable.  
(Available at <http://wc-transportation-safety.umtri.umich.edu/ridesafe-brochure>).
7. Vendor shall register all warranties with equipment manufacturers.
8. The following shall be provided to the inspecting Engineer:
- a) A copy of the above detailed written warranties (see "6.c)" above)
  - b) A list containing each piece of installed equipment with its serial number included, when applicable.
  - c) "Vehicle Modification Certificate of Compliance," signed and notarized.
  - d) "Training Certificate for Wheelchair Tiedowns and Occupant Restraint System," signed by vendor, client, and operator(s) (if any).
  - e) A copy of the "Vehicle Loading Certificate" (if applicable)
  - f) A copy of the MODSPEC with sectional equipment Final Inspections completed and a signed "Delivery Checklist for Van Before Driving Modifications Installed" (see below).

**The remainder of this page is intentionally left blank.**

**DELIVERY CHECKLIST FOR VAN BEFORE INSTALLATION OF DRIVING MODIFICATIONS**

(Dealer to complete prior to Engineer. Engineer to complete at delivery.)

**Dealer**                      **Engineer**                      **(initial to show completion)**

**General**

_____	_____	Make, model, year, and odometer reading are as specified and bid.
_____	_____	Interior and exterior are clean.
_____	_____	No major scratches or dents.
_____	_____	Power door and ramp operates properly from all switch locations (common switch locations include driver dash, passenger dash, B and C-pillars, wireless remote controls)
_____	_____	Kneeling system operates properly. If equipped with a system on/off switch, the system does not work when turned off.
_____	_____	Manual override system for door and ramp is operational.
_____	_____	Electrical override system for ramp is operational.
_____	_____	Removable seat(s) – verify operation by removing and reinstalling.

**Wheelchair Tiedown and Occupant Restraint System (as applicable prior to driving modifications)**

_____	_____	Tiedown straps and occupant restraint belts easily connect to floor anchoring track, wheelchair restraints, and/or wheelchair anchor points with no interference.
_____	_____	Secured wheelchair does not move more than ½ inch in any direction.
_____	_____	Straps and belt assemblies are located away from sharp edges or corners.
_____	_____	Method for stowing unused straps and belts in vehicle is provided along with web cutter.
_____	_____	Occupant restraint belts fit client.

**Labels**

_____	_____	The vehicle is labeled per 49CFR595 FMVSS exemption, the vehicle must be labeled per 49CFR595 with vendor’s name, physical address, and the statement “This vehicle has been modified in accordance with 49CFR595.6 and may no longer be in compliance with all Federal Motor Vehicle Safety Standards in effect at the time of its original manufacture.”
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**Client has been presented with the following:**

_____	_____	Operation/owner’s/warranty manuals for all installed equipment including preventative maintenance schedule and Dealer contact information.
_____	_____	Any tools, spare parts, unused parts, and accessories provided by the equipment manufacturer.
_____	_____	“Ride Safe” brochure. (Available at: <a href="http://www.travelsafer.org/RideSafe_Web.pdf">www.travelsafer.org/RideSafe_Web.pdf</a> ).
_____	_____	List of FMVSS exemptions.

**Inspecting engineer has been presented with the following:**

_____	_____	“Vehicle Modification Certificate of Compliance,” signed and notarized.
_____	_____	“Training Certificate for Wheelchair Restraints & Wheelchair Passenger Securements,” signed by vendor, client, and operator(s).
_____	_____	A copy of the PURCHASESPEC with a completed and signed “Final Delivery Checklist.”
_____	_____	Original, signed invoice on company letterhead.

_____	_____
Dealer	Date

_____	_____
Engineer	Date

**NOTE: Bidders must check the YES or NO box of the Sectional Requirements below, to acknowledge and confirm the vendor's ability to provide each of the stated requirements for this document.**

**Part III – MODIFICATION SPECIFICATIONS**

The Specifications, as herein exhibited and numbered, are specifically in accordance with the previously established NCDVRS Template MODSPEC 03-12-19.

**0. TRANSPORTATION**

Section	Requirement	Vendor Checks	
		YES	NO
<b>0-1</b>	The Vendor shall pick up the vehicle and drive it to their facility for the installation of the equipment (and return the vehicle once the installation & final inspection is complete), OR – per the client preference – the client’s family will transport the vehicle to and from the vendor’s location.		
<b>0-1-1</b>	<b>Vendor shall</b> perform all work including final inspection of the equipment and instructing the client on use at the vendor’s location, <u>not</u> at the client’s residence.		
<b>0-2</b>	For a period of one (1) year from the date of final delivery, the Client shall not be required to travel a one-way distance of greater than <b>eighty-five (85)</b> miles from the Client’s home to obtain warranty service and mandatory service/preventive maintenance on the new installed adaptive equipment.		
<b>0-2-1</b>	When the Client’s home is outside a one-way travel distance of <b>eighty-five (85)</b> miles from the Vendor’s facility, the Vendor is responsible for transporting the <u>vehicle</u> from the Client’s home, back to the Vendor’s facility for warranty repairs and mandatory service/preventive maintenance as required, and then back to the Client’s home. If a factory authorized and trained vendor is located within the above stated geographic area and will agree to provide the warranty service and mandatory service/preventive maintenance, the Vendor may subcontract with such a local vendor in the Client’s geographic area.		
<b>0-2-2</b>	When the Client’s home is within a one-way travel distance of <b>eighty-five (85)</b> miles from the Vendor’s or subcontractor’s facility, the Client is responsible for the cost of transporting the <u>vehicle</u> between the Client’s home and the Vendor’s or subcontractor’s facility and back to their home.		
<b>0-2-3</b>	In all cases, the Vendor will not be held liable for towing charges, roadside assistance, travel, lodging, or any other expense incurred due to failure of the installed equipment or vehicle. The Vendor is only responsible for transporting the vehicle and is not responsible for transporting the Client, wheelchair, family members or other personnel.		
<b>0-2-4</b>	After this one (1) year period, the Product Warranty contained in the Manufacturer’s written Equipment Owner’s Manual provided to the Client at time of delivery will contain the terms covering transportation responsibility for warranty repairs.		
<b>0-2-5</b>	This shall be explained in the written warranty provided the Client at delivery.		

**1. FITTINGS**

Section	Requirement	Vendor Checks	
		YES	NO
1-1	<u>Fittings</u> (See Part II VENDOR RESPONSIBILITIES AT FITTINGS) <b>Vendor shall</b> coordinate fitting(s) with attendees.		
1-2	ONE FINAL fitting(s): <u>1</u>  Estimated duration of fitting (hrs.): 3-4 hours  Attendees: Vendor, Evaluator, Client		
1-2-1	<u>Prior to FINAL fitting:</u> <ul style="list-style-type: none"> <li>• Install Hercules auxiliary mirrors</li> <li>• Obtain cross-check mirrors, but do not install</li> <li>• Install wheelchair bracket and pin on client’s wheelchair</li> <li>• Wire Q-Straint lockdown but DO NOT mount to floor</li> <li>• Install 6-way power seat on driver’s side</li> <li>• <b>Install LF Accelerator</b></li> <li>• Install single post steering orthotic at 10:00 position</li> <li>• Obtain turn signal extension &amp; parking brake extension (if necessary)</li> </ul>		
1-2-2	<u>At FINAL fitting, determine or complete:</u> <ul style="list-style-type: none"> <li>• Finalize and secure WC lockdown, electronic and manual release. Verify fit and operation of wheelchair lockdown system, manual and electronic release, and transfer to driver’s seat.</li> <li>• Determine signal extension, install mirrors and adjust as needed</li> <li>• Verify LF Accelerator function</li> <li>• Verify steering orthotic operation</li> <li>• Install parking brake extension (if necessary)</li> <li>• Drive for a minimum of 30 minutes to verify fit and correct operation of all equipment and make any final adjustments, as necessary.</li> </ul>		

**SECTION 2 THROUGH 3 OMITTED.**

**4. LEFT FOOT ACCELERATOR**

Section	Requirement	Vendor Check	
		YES	NO
4-1	<b>Vendor shall provide and install a Veigel model 69750 short base or Veigel model 69754 or Howell-Ventures Featherlite 2.0 (electronic intelligent) left foot gas pedal.</b>		
4-1-1	On vvehicles equipped with OEM powered adjustable gas/brake pedals, <b>Vendor shall</b> have the powered pedal mechanism disabled prior to the installation of the left foot gas pedal. At the location where the pedals have been disabled, <b>Vendor shall</b> attach a permanent tag that states the reason the system has been rendered inoperative.		
4-1-2	<b>Vendor shall</b> mount a Warning label “This vehicle has been modified with an Adaptive Driving Device-to be used by trained and licensed operators only!” in visible location.		

**LEFT FOOT ACCELERATOR (Section #4) Final Inspection** (Vendor to complete prior to Engineer. Engineer to complete at delivery)

**Vendor**      **Engineer (initial to show completion)**

- \_\_\_\_\_      \_\_\_\_\_ Control operates smoothly and does not interfere with operation of brake pedal or parking brake.
- \_\_\_\_\_      \_\_\_\_\_ Verify base is rigid to the vehicle floor and all fasteners are secure.
- \_\_\_\_\_      \_\_\_\_\_ Verify the left foot gas pedal latching mechanism works properly by removing and attaching the mechanism.
- \_\_\_\_\_      \_\_\_\_\_ With engine off, completely depress the left foot gas pedal. Verify it does not lock or catch on any part of the vehicle in a partial or fully depressed position.
- \_\_\_\_\_      \_\_\_\_\_ Press on the accelerator guard lightly with the engine idling in park and parking brake set. Verify the guard does not contact the actuator arm.

**SECTIONS 5 THROUGH 8 OMITTED**

**9. STEERING WHEEL DEVICE**

**Note: FMVSS 203 – IMPACT PROTECTION FOR THE DRIVER FROM THE STEERING CONTROL SYSTEM Exemption is required. FMVSS 203 is not applicable to cars with driver side air bags. No exemption is required for those vehicles.**

Section	Requirement	Vendor Check	
		YES	NO
9-1	Vendor shall provide and install a Single Post type device.		
9-1-1	Vendor shall install device on the steering wheel at the 10 o'clock position. Location may be adjusted at fitting.		
9-1-2	Vendor shall provide and install a <u>MPD</u> Tri-Pin Counterbalance #3525 quick release counterweight at opposite side of steering wheel. Counterbalance weight must be similar/equal to weight of the steering device.		

**STEERING WHEEL DEVICE (Section #9) Final Inspection**

(Vendor to complete prior to Engineer. Engineer to complete at delivery.)


**Vendor**      **Engineer (initial to show completion)**

- \_\_\_\_\_      \_\_\_\_\_ Device is located as specified.
- \_\_\_\_\_      \_\_\_\_\_ Quick-release mechanism is functional without the use of tools.

**SECTION 10 - 16 OMITTED**

**17. MIRRORS AND DISPLAY**

**Note: Actual location of all mirrors to be determined at fitting with client.**

Section	Requirement		Vendor Check	
			YES	NO
17-1	Vendor shall provide and install Hercules wide angle view auxiliary mirror located above driver and passenger side mirrors.			

<b>17-3</b>	<p><b>Vendor shall provide and install a (4" tall approx.) convex, cross-check mirror located <u>above or below the outside sideview mirror</u>. Install on driver <b>and passenger</b> side of vehicle with custom made mount. Example: Amazon. Om/square-mirror-ampper-adjustable-</b></p>		
			

**MIRRORS (Section #17 Final Inspection)**  
 (Vendor to complete prior to Engineer. Engineer to complete at delivery.)

**Vendor**      **Engineer (initial to show completion)**

\_\_\_\_\_      \_\_\_\_\_      Mirrors are type specified, are positioned correctly, and operate appropriately.

**SECTIONS 18 THROUGH 31 OMITTED.**

**32. SIX-WAY TRANSFER SEAT BASE**

**Note: FMVSS 214 - SIDE-IMPACT PROTECTION Exemption is required.**

Section	Requirement	Vendor Check	
		YES	NO
<b>32-1</b>	<b>Vendor shall provide and install a B&amp;D Independence 6-way power seat base. <a href="http://bdindependence.com/products/transfer-seat-bases/">http://bdindependence.com/products/transfer-seat-bases/</a></b>		
<b>32-1-1</b>	<b>Vendor shall install</b> seat so that it is centered on the steering wheel.		
<b>32-1-2</b>	<b>Vendor shall install</b> seat base so that it is in the full forward position when the client drives.		
<b>32-1-3</b>	<b>Vendor shall not install</b> pedal guards on the transfer seat base.		
<b>32-1-4</b>	<b>Vendor shall ensure</b> that wiring is supported and located to prevent being caught in moving parts.		
<b>32-1-5</b>	<b>Vendor shall install</b> seat ignition interlocks.		
<b>32-1-6</b>	<b>Vendor shall locate</b> interlock override module under dash in a location to be determined <b>at client fitting</b> .		

**SIX-WAY TRANSFER SEAT BASE (Section #32) Final Inspection**  
 (Vendor to complete prior to Engineer. Engineer to complete at delivery.)

**Vendor**      **Engineer (initial to show completion)**

\_\_\_\_\_      \_\_\_\_\_      Vehicle cannot start unless the transfer seat is in the driving position. Once started, the seat cannot be moved while the vehicle is running.

\_\_\_\_\_      \_\_\_\_\_      Override module works.

**33. WHEELCHAIR TIEDOWN AND OCCUPANT RESTRAINT SYSTEMS**

**Note: FMVSS 202 – HEAD RESTRAINT, FMVSS 207–SEATING SYSTEMS, and FMVSS 214 - SIDE-IMPACT PROTECTION Exemptions are required. Must be installed in accordance with SAE J800 and J2249 as applicable required for those vehicles.**

Section	Requirement	Vendor Check	
		YES	NO
<b>33-3</b>	<b>CARGO AREA UNOCCUPIED WHEELCHAIR RESTRAINT FOR CLIENT WHO TRANSFERS</b>		
33-3-1	Vendor shall provide and install an <u>electric wheelchair restraint system</u> in cargo area for the unoccupied wheelchair of a client who transfers to drive to an OEM seat.		
33-3-2	Vendor shall provide and install a <u>Q'Straint QLK-150 system</u> .		
33-3-3	Vendor shall apply a medium to high strength thread lock to latch bolt on chair.		
33-3-4	Vendor shall provide and install the driver control panel at a location that is accessible to the driver.		
33-3-5	Vendor shall also provide and install an auxiliary switch operable by client and a manual cable emergency release in the mid cargo area. Location of the switch and manual release will be determined at client fitting.		
33-3-6	Vendor shall install the electric restraint base unit in the mid cargo area so that the client can transfer to the driver's seat. Location of the base station will be determined at client fitting.		
33-3-7	Vendor shall provide and install a permanent label, clearly visible mounted on the side wall of van near the securement that states "For Unoccupied Wheelchair Only." Use a clear label overlaminates to protect the label. Modifier must instruct client that system is not intended for passenger use.		

**WHEELCHAIR ELECTRIC RESTRAINT for client who transfers to drive (Section #33-3) Final Inspection** (Vendor to complete prior to Engineer. Engineer to complete at delivery)

<u>Vendor</u>	<u>Engineer (initial to show completion)</u>
_____	_____ Location allows client to transfer to driver's seat.
_____	_____ Release of restraint easily operable by client.

**SECTIONS 34 THROUGH 40 OMITTED**

**41. ELECTRICAL REQUIREMENTS**

Section	Requirement	Vendor Check	
		YES	NO
<b>41-1</b>	Vendor shall provide a circuit protection device within 18" of the power supply for each electrically powered mobility equipment installed. The circuit protection device size will be in accordance with the product manufacturer's specifications. All circuit protection devices located in the engine compartment of the vehicle shall be positioned in a manner to protect against the effects of heat, water, and other environmental elements.		
<b>41-2</b>	Vendor shall label all added circuit protection devices. The label shall clearly identify the specific use of the product. All labels shall be weather resistant and be designed to stay affixed and be legible for the duration of the product's serviceable life.		
<b>41-3</b>	Vendor shall seal all electrically powered mobility equipment engine compartment electrical connections with battery protectant spray - this includes solenoids, circuit breakers and battery terminals.		

41-4	<b>Vendor shall</b> use grommets or feed-through connectors in all panel holes through which wires pass. All wire entries into the passenger compartment shall be sealed using silicone sealant.		
41-5	<b>Vendor shall</b> group together and protect with a wrap/loom all wiring for added equipment.		
41-6	<p><b>Under vehicle and engine compartment wiring:</b></p> <ul style="list-style-type: none"> <li>(a) <b>Vendor shall</b> add wiring supports every 18" (minimum).</li> <li>(b) <b>Vendor shall</b> route wiring so that it does not pass within 3" of mufflers, exhaust pipes/manifolds, or catalytic modifiers.</li> <li>(c) <b>Vendor shall</b> shield/insulate wiring from high temperature components (mufflers, exhaust pipes, manifolds, catalytic converters, etc.</li> <li>(d) <b>Vendors shall</b> not attach wiring to the OEM vehicle fuel, hydraulic or evaporative systems.</li> </ul>		

**42. INSTALLATION GENERAL REQUIREMENTS**

Section	Requirement	Vendor Check	
		YES	NO
42-1	<b>Vendor shall</b> spot coat all new fasteners and metal exposed to the outside (beneath vehicle).		
42-2	<b>Vendor shall only</b> provide interior materials in compliance with FMVSS 302 "Flammability of Interior Materials".		
42-3	<b>Vendor shall</b> ensure all welding is done by an American Welding Society (AWS) Certified Welder using wire feed, "MIG" or "TIG" welder.		
42-4	<b>Vendor shall</b> ensure any bolted in, modified or added equipment must use either a minimum SAE Grade 8 (if metric (ISO), grade 10.9), fastener OR the fasteners provided or specified by the new equipment manufacturer.		
42-5	<b>Vendor shall</b> use 3" diameter x 1/8" thick fender washers (with bolt hole no larger than 1/16" over bolt size) whenever equipment is bolted to body or floor sheet metal of less than 11ga thickness.		

**43. VEHICLE WEIGHT RATINGS**

Section	Requirement	Vendor Check	
		YES	NO
43-1	<b>Vendor shall obtain</b> a vehicle curb weight <u>prior to and following</u> the modification. The only exception is the case where the vehicle is in OEM condition with no existing modifications, and the vendor instead weighs each piece of equipment it will be adding to the vehicle as part of the scope of work.		
43-2	<b>Vendor shall assess</b> that the vehicle's GVWR/GAWR are adequate for the modifications and payload prior to any modifications. Weights and weight ratings provided in these specifications are for reference only.		
43-3	Upon completion of modifications, <b>the Vendor shall ensure</b> that gross vehicle weight rating and gross vehicle axle ratings are not exceeded, and the vehicle has sufficient cargo carrying capacity in accordance with the current NMEDA Guidelines Section 5 VEHICLE WEIGHT RATINGS. Consideration shall consider, client and passenger actual weights, as well as sufficient cargo load given the vehicle's capacity and reasonable use.		
43-4	The removal of any equipment such as seating positions that are intended to affect the final cargo carrying capacity must be contained in the purchase order specifications, Section 39. If additional seat removal is required, <b>the Vendor shall</b> contact VR Purchasing prior to proceeding.		
43-5	Whenever the vehicle's cargo carrying capacity has been reduced by an amount greater than or equal to 50lbs, <b>the Vendor shall</b> label the vehicle with a new revised FMVSS 110 "Tire and Loading Information" placard, placed to obscure the original placard <b>OR</b> a		

	<p>NMEDA Cargo Carrying Capacity warning label in proximity to the original placard or otherwise located on the driver’s “B” pillar. However, if the number of seating positions has been altered, <b>the Vendor shall</b> label the vehicle with a new revised FMVSS 110 “Tire and Loading Information” placard, placed to obscure the original placard.  <b>NOTE:</b> Wheelchair weight is not to be included in the cargo carrying capacity reduction.</p>		
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**44. TRAINING REQUIREMENTS**

Note: All training can be accomplished with the assistance of the driver rehabilitation specialist.

Section	Requirement	Vendor Check	
		YES	NO
44-1	<b>Vendor shall</b> train the client/operator and demonstrate how to safely use all installed equipment. The client will demonstrate competency with all installed equipment.		
44-2	<b>Vendor shall</b> train the client/operator and demonstrate how to safely secure the wheelchair or mobility device. The client/operator will demonstrate competency.		
44-3	When the vehicle is equipped with a designated occupied wheelchair position, <b>the Vendor shall</b> provide the client/operator with a “Ride Safe” brochure (available at <a href="https://wc-transportation-safety.umtri.umich.edu/wp-content/uploads/sites/517/2021/11/RideSafeBrochure2018_English.pdf">https://wc-transportation-safety.umtri.umich.edu/wp-content/uploads/sites/517/2021/11/RideSafeBrochure2018_English.pdf</a> ) <b>The Vendor shall</b> also demonstrate to the client/operator how to safely use the passenger restraint system. The client/operator will demonstrate competency.		
44-4	<b>Vendor shall</b> review with the client how to properly maintain all installed equipment.		

### **Driving Modifications Delivery Checklist**

**(Vendor to complete prior to Engineer. Engineer to complete at delivery.)**

**Vendor (initial to show completion)**

**General**

\_\_\_\_\_ All installation related dirt and stains removed. Vehicle has been thoroughly vacuumed or washed as applicable.

**Labels**

\_\_\_\_\_ When the vehicle modification requires an allowed 49CFR595 FMVSS exemption, the vehicle must be labeled per 49CFR595 with vendor’s name, physical address, and the statement “This vehicle has been modified in accordance with 49CFR595.6 and may no longer be in compliance with all Federal Motor Vehicle Safety Standards in effect at the time of its original manufacture.”

**Client has been presented with the following:**

- \_\_\_\_\_ Operation/owner’s/warranty manuals for all installed equipment including preventative maintenance schedule detailing required maintenance for all installed equipment.
- \_\_\_\_\_ List of FMVSS exemptions taken during the vehicle modification.
- \_\_\_\_\_ The “Vehicle Loading Certificate.”

**Inspecting engineer has been presented with the following:**

- \_\_\_\_\_ List of all installed equipment with serial numbers.
- \_\_\_\_\_ “Vehicle Modification Certificate of Compliance,” signed and notarized.
- \_\_\_\_\_ A copy of this set of SPECS with sectional equipment Requirements initialed by the Vendor, sectional equipment Final Inspections initialed, and a completed and signed “Final Delivery Checklist.”
- \_\_\_\_\_ Vehicle Loading Certificate
- \_\_\_\_\_ Training Certificate for Installed Adaptive Equipment

\_\_\_\_\_

**Vendor**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Engineer**

\_\_\_\_\_

**Date**

## VEHICLE MODIFICATION CERTIFICATE OF COMPLIANCE

(FOR USE BY THE DEALER AT DELIVERY)

**Client:**

**VIN:**

### Hand Controls / Left Foot Accelerator

- All mounting hardware is tightened to manufacturer’s recommended torque specifications and Loctite applied when specified.

### Wheelchair Tiedowns and Occupant Restraint Systems

- All passenger securements used are manufactured in accordance with all relevant standards, including FMVSS 209 and 210 and SAE J800 and J2249.
- No alterations were made to, or substitutions to, any parts or components of the wheelchair tiedown and occupant restraint systems.
- Floor tracks and anchor points are installed into sound vehicle structures following manufacturer’s instructions.
- Manufacturer provided hardware was used or substitute minimum SAE Grade 8 fasteners with corrosion.

### Miscellaneous

- A technician who possesses a current manufacturer certification installed all specified equipment.
- Any bolted in, modified equipment uses either SAE Grade 8 (if metric (ISO), grade 10.9) fasteners (minimum) or fasteners provided or specified by new equipment manufacturer.
- Vehicle has been test driven at least 5 miles with speeds up to 55 mph.
- All electrical equipment is properly grounded, and wiring is routed and secured per NMEDA Guidelines
- All interior materials are in compliance with FMVSS 302

### FMVSS Compliance

- Except for those Federal Motor Vehicle Safety Standards or portions thereof exempted by 49CFR595, the adaptive equipment we installed did not take the vehicle out of compliance with any Federal Motor Vehicle Safety Standards. The path to compliance for any affected Federal Motor Vehicle Safety Standard caused by the vehicle modification for which there is no exemption is documented and can be provided upon request. I (We) are registered with NHTSA as a vehicle modifier. The vehicle has been labeled, proper documentation prepared, retained, and copies provided to the client at the time of delivery as required by 49CFR595 if applicable.

I (We) certify that all work on the above referenced project has been completed as highlighted above, and in accordance with these vehicle modification specifications and approved change orders.

Date \_\_\_\_\_ Signature \_\_\_\_\_

Title \_\_\_\_\_ Company \_\_\_\_\_

(Owner, President, or General Manager)

State of \_\_\_\_\_ County of \_\_\_\_\_

Subscribed and swore to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

Notary Public \_\_\_\_\_

My Appointment expires \_\_\_\_\_

## **TRAINING CERTIFICATE FOR INSTALLED ADAPTIVE EQUIPMENT**

**(FOR USE BY THE DEALER AT DELIVERY)**

I HAVE EXPLAINED THE SAFE AND PROPER USE OF ALL ADAPTIVE EQUIPMENT INSTALLED BY MY SHOP, INCLUDING THE TRAILER OPERATION, WHEELCHAIR TIEDOWNS AND OCCUPANT RESTRAINT SYSTEM, TO THE PERSON(S) LISTED BELOW:

Vendor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

- I HAVE HAD THE SAFE AND PROPER USE OF ALL INSTALLED ADAPTIVE EQUIPMENT, INCLUDING THE WHEELCHAIR TIEDOWN AND OCCUPANT RESTRAINT SYSTEM, CLEARLY EXPLAINED TO ME.
- I UNDERSTAND WHAT IS REQUIRED OF ME TO PROPERLY USE THE EQUIPMENT INCLUDING THE WHEELCHAIR TIEDOWN AND OCCUPANT RESTRAINT SYSTEM.
- I HAVE RECEIVED A "RIDE-SAFE" BROCHURE OR EQUIVALENT.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Operator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Operator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**VEHICLE LOADING CERTIFICATE**  
**(FOR USE BY THE DEALER AT DELIVERY)**

**FOR ALL INSTALLATIONS FOR WHICH THE VEHICLE’S CARGO CARRYING CAPACITY IS REDUCED BY AN AMOUNT GREATER THAN OR EQUAL TO 50 LBS.**

**Please refer to your vehicle Owner’s Manual or vehicle Manufacturer for detailed guidance on safe vehicle loading.**

**It is very dangerous to drive any vehicle whose load carrying capacity has been exceeded. Too much weight in a vehicle can cause substandard handling or performance, engine, transmission and/or structural damage, serious damage to the vehicle, loss of control, and personal injury or death.**

**Loaded vehicles handle differently than unloaded vehicles. Extra precautions, such as slower speeds and increased stopping distances, should be taken when driving a loaded vehicle.**

- The installed equipment reduced the vehicle’s cargo carrying capacity by \_\_\_\_\_ lbs.  
**(Vendor)**
- The weight of your wheelchair was **NOT** included in determining the vehicle’s new reduced cargo carrying capacity.
- The vehicle has either been labeled with a new revised FMVSS 110 “Tire and Loading Information” placard stating the vehicle’s new cargo carrying capacity **OR** the original FMVSS 110 “Tire and Loading Information” placard is still in place but a label stating “Caution-Cargo Carrying Capacity Reduced. Modifications to this vehicle have reduced the original cargo carrying capacity by \_\_\_\_\_pounds” has been added to the vehicle. **Note:** The Vendor will explain which method was used.

**Note:** Be sure that additional load (passengers, wheelchair, cargo, luggage, tongue load, etc.) does not exceed the vehicle’s reduced cargo carrying capacity or cause the vehicle’s weight limits (GVWR or GAWR) to be exceeded. GVWR and GAWR can be found on the vehicle’s *Safety Compliance Certification Label*. **Please refer to your vehicle Owner’s Manual or Manufacturer for detailed guidance on safe vehicle loading.**

I HAVE EXPLAINED THE VEHICLE LOADING, WHERE TO FIND ADDITIONAL INFORMATION, AND PROVIDED A COPY OF THIS CERTIFICATION TO THE PERSON(S) LISTED BELOW:

Vendor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Operator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Operator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**5.2 CERTIFICATION AND SAFETY LABELS**

Any manufactured items and/or fabricated assemblies provided hereunder that are subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization *acceptable to govern inspection where the item is to be located*, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers’ Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

**5.3 DEVIATIONS**

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods and/or services. Deviations shall be explained in detail on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

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**6.0 CONTRACT ADMINISTRATION**

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor’s planning purposes.

**6.1 CONTRACT MANAGER AND CUSTOMER SERVICE**

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State’s point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

<b>Contract Manager Point of Contact</b>	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

Vendor shall invoice the Procurement Entity. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Procurement Entity with an invoice for each order. Invoices shall include detailed information to allow Procurement Entity to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor’s Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer’s Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

## **6.2 CONTINUOUS IMPROVEMENT**

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

## **6.3 ACCEPTANCE OF WORK**

Performance of the work and/or delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the EIPD Engineer.

Acceptance of Vendor's work product shall be based on the following criteria:

- a) Safety
- b) Compatibility with client
- c) Completion of total project base on the bid specifications

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

## **6.4 PRODUCT RECALL**

Vendor expressly assumes full responsibility for prompt notification to the Buyer listed on the face of this IFB of any product recall in accordance with the applicable state or federal regulations. The Vendor shall support the State, as necessary, to promptly replace any such products, at no cost to the State.

## **6.5 DISPUTE RESOLUTION**

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

## **6.6 CONTRACT CHANGES**

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be done through the Contract Administrator.

## **6.7 ATTACHMENTS**

All attachments to this IFB are incorporated herein and shall be submitted by responding in the Sourcing Tool. These attachments can be found at the following Vendor Forms link for reference purposes only:

<https://ncadmin.nc.gov/documents/vendor-forms>

**ATTACHMENT A: PRICING**

Vendor must Complete and Return the Pricing in accordance with this IFB, as shown in the table below:

**NOTE:** All "BLANKS" must be filled in and sum of itemized prices must equal bid total or bid may be rejected. If any item is not applicable, write NA in blank, do not leave empty.

ITEM	DESCRIPTION	PARTS COST	LABOR COST
1	<b>PART I – A.1.0 VEHICLE – CHASSIS DESCRIPTION</b>  (Like or Functionally Equivalent per Section 4.2 Product Identification above.)	<b>YEAR:</b> _____ <b>MAKE:</b> _____ <b>MODEL:</b> _____ <b>TRIM:</b> _____ <b>COLOR:</b> _____ <b>VIN:</b> _____  <b>Note: The client will be responsible for the cost of this portion of the package upon delivery of the vehicle.</b>  (NOT INCLUDED IN NCEIPD TOTAL COST)	
2	<b>ACCOMPANIED COSTS</b>	<b>Taxes, Tags, and Fees</b> \$ _____  <b>Note: The client will be responsible for the cost of this portion of the package upon delivery of the vehicle.</b> (NOT INCLUDED IN NCEIPD TOTAL COST)	
<b>Note: Costs from Lines 1 &amp; 2 above will be used to inform the client of their total costs.</b>			
3	<b>PART I – A.2.0 DROPPED-FLOOR SIDE ENTRY CONVERSION</b> installed in a minivan	<i>Manufacturer: BRAUNABILITY 14" DROP</i> <i>b) Sliding Side Door</i> <i>c) IN-FLOOR Ramp with Manual Emergency Back-Up</i> <i>d) Removable Seats</i> <i>e) Rubberized Flooring – No Carpet</i> <i>f) Kneeling System</i> <i>g) Door/Ramp Controls</i>  Price includes the following <b>WARRANTY TERMS</b> on the conversion: Manufacturer's Warranty _____ years	
4	<b>PART III 0-1 TRANSPORTATION - for Transport</b> LOCATION: <b>Marion, NC</b>		
5	<b>PART III 0-2 TRANSPORTATION - for Warranty</b> LOCATION: <b>Marion, NC</b>		
6	<b>PART III 1. FITTINGS</b>		
7	<b>PART III 4. LEFT-FOOT ACCELERATOR</b>		
8	<b>PART III 9. STEERING WHEEL DEVICE</b>		

ITEM	DESCRIPTION	PARTS COST	LABOR COST
9	PART III 17. MIRRORS AND DISPLAY		
10	PART III 32. SIX-WAY TRANSFER SEAT BASE		
11	PART III 33. WHEELCHAIR TIEDOWN AND OCCUPANT RESTRAINT SYSTEMS		
12	PART III 41. ELECTRICAL REQUIREMENTS		
13	PART III 42. INSTALLATION GENERAL REQUIREMENTS		
14	PART III 43. VEHICLE WEIGHT RATINGS		
15	PART III 44. TRAINING REQUIREMENTS		
<b>CLIENT'S TOTAL COST - from Lines 1 + 2</b>			
<b>NCEIPD's TOTAL <u>PARTS</u> COST from Lines 3 + 6 through 15</b>			
<b>NCEIPD's TOTAL <u>LABOR</u> COST from Lines 3 through 15</b>			
<b>NCEIPD'S TOTAL (PARTS AND LABOR) COST</b>			

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