



## **STATE OF NORTH CAROLINA**

**DHHS, Office of Procurement, Contracts, and Grants**

**Invitation for Bid #: 30-25101-EIPD**

**Vehicle Conversion and Modifications Package**

**Date Issued: November 20, 2024**

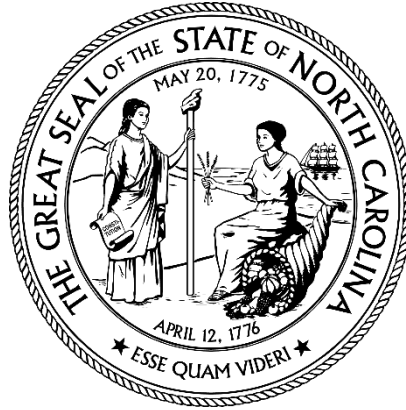
**Bid Opening Date: December 4, 2024**

**At 2:00 PM ET**

**Direct all inquiries concerning this IFB to:**

Jace Bounds

**Email: [jace.bounds@dhhs.nc.gov](mailto:jace.bounds@dhhs.nc.gov)**



## STATE OF NORTH CAROLINA

### Invitation for Bids #30-25101-EIPD

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For internal State agency processing, including tabulation of bids, provide your company's Electronic Vendor Portal (eVP) 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 shall be sufficient cause to reject your bid.**

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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 the Electronic Vendor Portal (eVP). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

**STATE OF NORTH CAROLINA**  
**Department of Health and Human Services**  
**Office of Procurement, Contracts, & Grants**

Refer <u>ALL</u> Inquiries regarding this IFB to: The Procurement Lead through the Message Board in the Sourcing Tool. See Section 2.6 for details	Invitation for Bids No.: 30-25101-EIPD
	Bids will be publicly opened: December 4, 2024 at 2:00 PM ET
Using Agency: Division of Vocational Rehabilitation Requisition No.:	Commodity Code – Description: 78180000 – Transportation repair or maintenance services

**EXECUTION**

In compliance with this Invitation for Bids (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).
- It's 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 (resulting from 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 Contract; 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 bid response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor's 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 ATTACHMENTS page within this document.

**Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids cannot 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:	FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

**VALIDITY PERIOD**

Offers 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. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

**BID ACCEPTANCE**

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 per the attached certification, by \_\_\_\_\_  
**(Authorized Representative of Division 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 purchase and modify a 2023 or 2024 Chrysler Pacifica Touring L

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

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## 2.0 GENERAL INFORMATION

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### 2.1 INVITATION FOR BID DOCUMENT

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

### 2.2 E-PROCUREMENT FEE

**ATTENTION: This solicitation is NOT subject to the E-Procurement Transaction Fee.**

Per ATTACHMENT C: NORTH CAROLINA GENERAL TERMS AND CONDITIONS, Paragraph 17 - ELECTRONIC PROCUREMENT (G.S. 143-48.3) of this solicitation, an E-Procurement Transaction Fee may apply to solicitations facilitated by the Ariba Network. Applicable solicitations will be those associated with Goods and Commodities. Solicitations for Services are exempt from these E-Procurement Transaction Fees.

General information regarding 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 into 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 Ariba Network's Sourcing Tool, with respect to viewing solicitations, submitting questions, developing responses, uploading documents, and submitting offers, Vendors are asked to go to the following website:

<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 within this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS, Section 2.6 herein. If the State determines that any changes will be made because 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 contact award.

Other than through this 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. 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 through negotiations.

Said negotiations shall be incorporated by way of a Best and Final Offer (BAFO). Noncompliance with this paragraph, or any attempt to alter or delete this paragraph, shall constitute sufficient grounds to reject Vendor’s bid as nonresponsive.

**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.

Event	Responsibility	Date and Time
Issue IFB	State	<b>November 20, 2024</b>
Deadline for Submission of Written Questions	Vendor	<b>November 27, 2024</b>
Provide Responses to Questions	State	<b>December 2, 2024</b>
Deadline for Submission of Bids	Vendor	<b>December 4, 2024 @ 2pm ET</b>
Scheduled Bid Opening	State	<p><b>Microsoft Teams</b>  <a href="#">Need help?</a>  <b>Join the meeting now</b>                      Meeting ID: 260 158 878 584                      Passcode: tT7By9Jk</p>
Contract Award	State	<b>December 11, 2024</b>

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## 2.6 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB, said questions may be necessary for them 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 Section 2.4 IFB SCHEDULE above, unless modified by Addendum.

Questions related to the content of this 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, no later than the date and time specified in Section 2.4 IFB SCHEDULE above. Vendors will enter “**IFB 30-25101-EIPD – QUESTIONS**” as the subject of the message. Questions submitted must include a “Reference” to the applicable IFB Section and page number, as noted in the Sample Question Format below. This format will be the only manner questions will be received.

Sample Questions Format

Reference	Vendor Question
IFB Section, Page Number	Vendor question ...?

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 this IFB or any subsequent written 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. All such bids will be considered Non-Responsive. Vendors shall bear the risk of late submission due to unintended or unanticipated delays. 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 the instructions provided shall constitute sufficient cause to reject/disqualify a Vendor’s bid(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

- 2.7.1 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.
- 2.7.2 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.
- 2.7.3 Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required and shall be necessary 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 a response is submitted.
- 2.7.4 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.

## 2.8 BID CONTENTS

Vendors shall provide responses to all questions and complete all attachments of this IFB, which requires the Vendor to provide information and update them to the Sourcing Event in the Sourcing Tool. Vendors may not be able to submit their 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/disqualifying Vendor's bid, in the State's sole discretion.

Vendor IFB responses shall include the following items and attachments in the Sourcing Tool:

- 2.8.1 Title Page: Include the company name, address, phone number, and authorized representative along with the Bid Number.
- 2.8.2 Completed and signed version of EXECUTION PAGES, along with the body of the IFB.
- 2.8.3 Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- 2.8.4 Vendor Response. (Including Sections 4.4, 4.5, 4.6, 4.8, and ALL forms, certificates, specifications, and checklists within Section 5.0 Product Specifications, etc)
- 2.8.5 Completed version of ATTACHMENT A: PRICING
- 2.8.6 Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- 2.8.7 Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- 2.8.8 Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- 2.8.9 Completed and signed version of ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCH
- 2.8.10 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

## 2.9 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable goods, various methods and/or levels of service(s), or that propose different options. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: "**Alternate Bid 30-25101-EIPD – [for 'name of Vendor']**". Each bid must be for a specific set of Goods and Services and must include specific pricing. Each bid must be complete and independent of other bids offered. If a Vendor chooses to respond with various offerings, the Vendor shall follow the specific instructions for uploading Alternate Bids in the Sourcing Tool.

## 2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for all State IFB solicitations are provided in 01 NCAC 05A .0112 and in the **Instructions to Vendors**, hereby incorporated into this document per the referenced attachments.

In addition, the following are offered specifically for this Solicitation:

- 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 Organization of Standardization*
- l. *NCAC – North Carolina Administrative Code*
- m. *NCGS – North Carolina General Statute*
- n. *NCDVRS – North Carolina Division of Vocational Rehabilitation Services*
- o. *NHTWA – National Highway Traffic Safety Administration*
- p. *NMEDA – National Mobility Equipment Dealer Association*
- q. *NMEDA QAP – Quality Assurance Program*
- r. *SAE – Society of Automotive Engineers*

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

#### **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 award(s) will be based on the responsive bid(s) offering the lowest price that meets the specifications, to include any required verifications set out herein (such as, but not limited to past performance, references, and financial documents).

If a Vendor selected for award is determined by the State to be a non-resident of North Carolina, all responsive bids will be reviewed to determine if any of them were submitted by a North Carolina resident Vendor who requested an opportunity to match the price of the winning bid, pursuant to Executive Order #50 and N.C.G.S. 143-59. For more information regarding Executive Order #50, please refer to ATTACHMENT H of this solicitation. If such bid(s) are identified, the State will then determine whether any such bid(s) fall within the price-match range, and if so, make a Contract award in accordance with the process that implements G.S. 143-59 and Executive Order #50.

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 ATTACHMENT B: INSTRUCTIONS TO VENDORS, Part VI, Paragraph 28. COMMUNICATIONS 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 purchaser named above, any department secretary, agency head, members of the General Assembly, and the Governor’s office), or private entity if the communication refers to the content of the 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 engages 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 regarding this solicitation (IFB) or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to bid submission) or the status of the award (after bid submission) are excepted from this provision.

### 3.3 BID EVALUATION PROCESS

Only **responsive** submissions will be considered and evaluated.

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

Bids will be received according to the method stated in Section 2.7 BID SUBMITTAL above.

All bids must be received by the issuing agency not later than the date and time specified in Section 2.4 IFB SCHEDULE above, unless otherwise 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 or 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 Section 2.4 IFB SCHEDULE, unless otherwise 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) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids are 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. If negotiation is anticipated, 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 State's **Electronic Vendor Portal (eVP) website** <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 rather 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. In either case, the State may require Vendor(s) 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
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture

- g) Particular risk factors such as the security of the State’s information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

### **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, specifications, or believes a change in a requirement would allow for the State to receive a better bid, the Vendor is encouraged to submit these items in the form of a question during the Question-and-Answer period in accordance with Section 2.6 Bid Questions above.

### **4.1 PRICING**

Bid price shall constitute the total cost to the State for delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, administrative fees, and any other similar fees. Complete the pricing line-item table included in this document. The pricing provided in this document, or resulting from any negotiations, is incorporated herein and shall become part of the resulting Contract.

### **4.2 PRODUCT IDENTIFICATION**

#### **MAKE AND MODEL**

Manufacturer’s product name, make, model, and trim used in this IFB are for the sole purpose of identification and to establish general quality level desired. Such references are not intended to be restrictive. Like and Functionally Equivalent/comparable products (such as: other manufacturers, higher mileage, different colors, higher trim packages, etc.) will be considered. However, Vendors are cautioned that any deviation from the specifications of the identified item are required to be pointed out in its bid. Vendor shall include with its bid sufficient documentary evidence to demonstrate the qualitative, functional, operational, organizational, and conformational equivalence of the bid item to the identified item.

### **4.3 TRANSPORTATION AND IDENTIFICATION**

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the State of North Carolina with all transportation costs and fees included in the total bid price.

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer’s name shall be shown on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

### **4.4 DELIVERY AND INSTALLATION**

The Vendor shall deliver Free-On-Board (FOB) Destination to the following location(s): **Charlotte, North Carolina**

<b>For completion by Vendor:</b>
<b>Delivery will be made from _____ (city, state) within _____ consecutive calendar days after receipt of purchase order. Promptness of delivery may be used as a factor in the award criteria.</b>

Delivery shall not be considered to have occurred until installation has been completed. Upon completion of the installation, the Vendor shall remove and properly dispose of all waste and debris from the installation site. The Vendor shall be responsible for leaving the installation area clean and ready to use.

**4.5 AUTHORIZED RESELLER**

The Vendor shall be authorized by the manufacturer to distribute or resell the products and/or maintenance offered in this IFB. The Vendor shall provide a signed statement from the manufacturer confirming authorization upon request from the agency. Failure to provide this statement shall constitute sufficient grounds for rejection of Vendor’s bid, at the discretion of the State.

Vendor is the:     Manufacturer         Dealer         Reseller         Distributor

Authorized:         Yes  No

Attached Manufacturer’s Authority:     Yes  No

**4.6 WARRANTY**

The Vendor warrants that all equipment furnished under this IFB will be newly manufactured, of good material and workmanship. The warranty will apply from the date equipment is put into operation for a minimum period of twelve (12) months or the length of the manufacturer’s warranty, whichever is longer. Such warranty shall cover the cost of all defective parts replacement, labor, freight, and technicians’ travel at no additional cost to the State, or as specified by the Purchasing Agency herein. To the extent not superseded by the terms of this paragraph, manufacturer’s warranty terms shall apply. A vendor’s warranty shall be at least the level of coverage provided for its comparable customers.

The report of a problem does not presuppose that every call must result in an “on-site” visit for service/repair. The Vendor and/or service sub-contractor shall utilize their best efforts to resolve problems in a timely fashion by using acceptable servicing methods to include, but not limited to, verbal problem analysis and remote diagnosis. The warranty requirement does not impose any additional duty on the State to make other than normal and good faith problem resolution efforts or expenditures of time. Vendor shall be responsible for compliance with warranty terms by any third-party service provider. Vendor shall provide contact information for warranty service provider, below.

A. Is the Vendor authorized by manufacturer to repair equipment offered during the warranty period?     YES  NO

B. Will the Vendor provide warranty service?     YES  NO

If NO, then a manufacturer-authorized third-party service provider will perform warranty service.

**Contact information for warranty service provider:**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person (name): \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**4.7 MAINTENANCE OPTION**

Following expiration of the above warranty, Vendor, or its third-party service provider, shall maintain the system specifications and performance level in accordance with the manufacturer’s published specifications and those of this IFB. Maintenance shall include all parts, remedial maintenance labor, travel and living expenses incurred. Except as specifically provided for elsewhere herein, coverage shall be at least for 8:00 am ET to 5:00 pm ET, Monday through Friday, except State recognized holidays and shall include a minimum of two (2) preventive and safety maintenance inspections per year. The State shall have the option to accept the maintenance coverage in this paragraph at the price offered in ATTACHMENT A: PRICING of this IFB, if applicable.

**4.8 SERVICE**

- A. Is the Bidder factory authorized to repair equipment offered during warranty period? Yes  No
- B. Is the Bidder’s facility located outside of the 2014 NMEDA QAP Rules 100 mile/2 hr. service area? Yes  No

**IF YES** – the Bidder states: “In accordance with NMEDA QAP Servicing Agreement Form Part A, of which the vendor agrees to service the conversion vehicle.”: Yes  No

**OR** – If none of the accredited facilities contacted agrees to servicing the mobility equipment installed, then the Bidder states: “none” above.

**4.9 DEMONSTRATION**

Upon request from the State, Vendors shall be capable of demonstrating proposed equipment within ten (10) consecutive calendar days after notification, at no additional cost to the State. If requested, this will be a comprehensive demonstration at a site designated by the State with hands-on participation by agency operator(s), if necessary or appropriate. The failure of a Vendor to perform a satisfactory demonstration (if requested), shall constitute sufficient basis for rejection of the bid. The results of such a demonstration will be considered in the evaluation and award of a contract.

Demonstration of the equipment shall include showing the client and engineer how the specialized equipment operates in conjunction with the client’s disabilities at a site chosen by the State.

**4.10 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 ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

**4.11 VENDOR’S REPRESENTATIONS**

If the 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 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.

### 4.12 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:

- They shall abide by the above restriction.
- They shall disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for.
- They shall include all such certification requirements 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.

## 5.0 PRODUCT SPECIFICATIONS

### 5.1 SPECIFICATIONS

The specific items and any specifications that the State’s Purchasing Agency is seeking are listed below. Items offered by the Vendor must meet, exceed, or per Section 4.2 Product Identification provide a Like or Functionally Equivalent product to the listed Specifications.

The Specifications, as herein exhibited and numbered, are distinctly in reference to **NCDVRS Template MODSPEC 03-12-19**.

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- PART I            DESCRIPTIONS**
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**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:** Chrysler
- 1.2 **Model:** Pacifica
- 1.3 **Trim:** Touring L (or better)
- 1.4 **Year:** 2023 or 2024  
**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.  
**Client’s Preferences are:**  
Choice 1: Fathom Blue  
Choice 2: Baltic Grey  
Choice 3: Silver Mist
- 1.13 **Interior color:** Interior color to coordinate with exterior color.

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

- 2.1 **Dropped floor package:** BraunAbility 14” drop only  
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** 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:** Ti-Lite with SmartDrive assistance

- 1.2 Model: Aero T
- 1.3 Model #: Aero T
- 1.4 Serial #: 1221341022
- 1.5 Type: Manual Wheelchair
- 1.6 WC-19 compliant: NO
- 1.7 Total reported weight of client: 285 lbs.
- 1.8 Weight of wheelchair: 25 lbs.
- 1.9 Comments: \_\_\_\_\_

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

**2-1 Height**

2-1-1 Floor to: Top of armrest 27"      Lowest part of footrest 2.5"

**2-2 Length**

2-2-1 Back of rearmost wheel/caster/anti-tipper to front of forwardmost wheel/caster/anti-tipper 32"

2-2-2 Overall (*front of footrest to back of rearmost wheel/caster/anti-tipper*) 33"

**2-3 Width**

2-3-1 Overall chair (*including any projection*) 28"

2-3-2 Outside rear wheels (*at bottom of wheels*) 25"

2-3-3 Outside of forwardmost wheels/casters/anti-tippers 21"

2-3-4 Outside footrests 16"

2-3-5 Caster tire thickness 1.5"

**2-4 Rear tire (*complete designation*):** Diameter 24"      Width 1.25"

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

3-1 Floor to top of head (*erect*) 51"

3-2 Floor to top of head (*ducked/tilted to lowest height that chair can be safely operated*) 50"

3-3 Floor to eye level 48"

3-4 Floor to top of knee 27"

3-5 Tip of toes to back of rear wheel 40"

**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.
  - a) 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.
  - b) If the specified equipment is installed correctly but doesn’t 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:
  - a) 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.
    - i. 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.
    - ii. 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.
    - iii. 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.
    - iv. 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.
    - v. 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:**

- a) 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.
  - i. 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.
  - ii. 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.
  - iii. The Client is responsible for transporting the vehicle to the Vendor’s facility for mandatory service/preventive maintenance.
  - iv. 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.
  - v. 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’re 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:
  - a) 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:
  - i. 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.
  - ii. 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.
  - iii. Transportation responsibility for warranty repairs and mandatory service/preventive maintenance.
  - iv. Any manufacturer's warranty that exceeds one year.
  - v. Vendor's contact information for warranty, repairs, and maintenance.
- d) A list of the FMVSS with which the vehicle may no longer be in compliance with. Vendor retains a copy for 5 years.
- e) 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.
- f) "Vehicle Loading Certificate"
- g) "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.**



**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
0-1	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.		
0-1-1	<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.		
0-2	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.		
0-2-1	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.		
0-2-2	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.		
0-2-3	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.		
0-2-4	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.		
0-2-5	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.		
1-3	<b>ONE FINAL</b> Fitting Estimated duration of FINAL Fitting (hrs.): <u>approx. 3-4 hrs.</u> Attendees: Engineer, Evaluator, Client		
1-3-1	<u>Prior</u> to Fitting: a) Install 6-way power seat base. b) Install Sure Grip FeatherLite Push/Pull Hand Control for RIGHT hand use to include City Mode and a brake lock. c) Install spinner knob steering aid mounted at the 10:00 position on the steering wheel. d) Obtain female stanchion and male receiver for wheelchair securement e) Pedal guard installed. f) Hercules Auxiliary mirrors installed. g) Install parking brake extension. h) Install Training Brake i) <u>Obtain leg strap and cushion for right-sided arm rest and customize to secure to OEM seat armrest.</u>		
1-3-2	<u>At</u> Fitting, determine or complete: a) Final adjustments to hand control position. b) Drive for a minimum of 30 minutes in the vicinity of the vendor to assure proper and safe interface with all controls. c) Make adjustments as needed.		

**2. HAND CONTROLS**

**Note: FMVSS 208 – OCCUPANT CRASH PROTECTION Exemption is required.**

Section	Requirement	Vendor Checks	
		YES	NO
2-1	<b>Vendor shall</b> provide a Sure Grip push / pull with manual AutoLock mounted hand control for right hand use <u>and extended/built up handle</u> to include mechanical brake latch.		
2-1-1	<b>Vendor shall</b> mount hand control for <b>RIGHT</b> hand use.		
2-1-2	<b>Vendor shall include City Mode and brake lock.</b>		
2-1-3	<b>Vendor shall</b> include standard grip.		
2-1-4	N/A		
2-1-5	<b>Vendor shall</b> mount and adjust hand controls to operate properly, clearing client’s knees and vehicle interior. Hand controls cannot be attached directly to pedals, must not interfere with an able-bodied driver operating the OEM gas and brake pedals. Final mounting location to be determined <b>at client fitting.</b>		
2-2	<b>Vendor shall</b> perform all the Manufacturer’s Final Check-Out Requirements including a vehicle test drive with speeds up to 55 mph prior to allowing the client to drive the vehicle.		
2-3	For vehicles equipped with OEM powered adjustable gas/brake pedals, the <b>Vendor shall</b> have the powered pedal mechanism disabled prior to the installation of manual hand controls. At the location where the pedals have been disabled, the <b>Vendor shall</b> attach a permanent tag that states the reason why the system has been rendered inoperative.		

2-4	<b>Vendor shall</b> install appropriate permanent warning labels in the interior visible to the driver, such as the following available from Mobility Products and Design: <b><i>“WARNING: Adjustment of the tilt steering wheel may cause interference with the normal operation of the hand controls. Use extreme care when changing the steering wheel tilt adjustment.”</i></b>		
2-5	On vehicles equipped with knee bolster air bags, when required by the installation of the hand controls, <b>Vendor shall</b> remove and shunt the knee bolster air bag.		
2-5-1	<b>Vendor shall</b> place an insert into the vehicle owner's manual stating that the airbag has been permanently disabled.		
2-5-2	<b>Vendor shall</b> install a permanent warning label on the knee bolster panel stating: <b><i>“WARNING-Driver Knee Bolster Air Bag is Permanently Disabled.”</i></b>		
2-6	<b>Vendor shall</b> instruct Client to return to Vendor’s facility within one week of delivery for final check-out of hand controls. Include any anticipated costs in this quote. <b>NOTE:</b> Engineer and Driving Evaluator do not need to be present for this check.		

**HAND CONTROLS (Section #2) Final Inspection**

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

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

_____	_____	With engine off, <u>apply full brake then full acceleration</u> . Hand controls operate smoothly through the entire range of motion and return to neutral position. There is adequate clearance with the door, steering wheel (and spinner knob), the dash, arm rests, turn signal lever, and gear shifter through entire range of motion.
_____	_____	Controls do not interfere with OEM gas and brake pedals when used by able-bodied drivers.
_____	_____	With engine idling, transmission in park, parking brake applied. Using hand control, apply full brakes and allow control to return to neutral. Verify brake light is on/off when hand control goes from braking to a neutral position.
_____	_____	All secondary functions controlled by hand control switches operate properly.
_____	_____	For secondary functions that are operated by the hand control, OEM control switches are operable as well.

**3. PEDAL GUARDS**

Section	Requirement	Vendor Check	
		YES	NO
3-1	<b>Vendor shall provide and install</b> a Veigel accelerator/brake pedal guard. The pedal guard must be capable of being removed without tools for use by an able-bodied driver. Veigel guard required for maximum foot space and clearance with 6-way power seat. <a href="https://www.mobilityinnovators.com/products/primary-controls/pedal-guards/">https://www.mobilityinnovators.com/products/primary-controls/pedal-guards/</a>		
3-1-1	<b>Vendor shall</b> fit the parts per manufacturer’s guidelines to install the guard as close to the pedals as possible with a minimum ½” gap between the two.		
3-1-2	<b>Vendor shall</b> install the following Veigel Warning label <b><i>“This vehicle has been modified with an Adaptive Driving Device-to be used by trained and licensed operators only!”</i></b> (Veigel P/N 90051-000) in the interior visible to the driver.		

**PEDAL GUARDS (Section #3) Final Inspection**

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

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

\_\_\_\_\_      \_\_\_\_\_      Verify the guard latching mechanism works properly by removing and attaching the mechanism two or more times.

\_\_\_\_\_      \_\_\_\_\_      Press on the guard lightly with the engine idling in park and parking brake set. Verify the guard does not contact the OEM gas pedal.

**SECTIONS 4 THROUGH 7 OMITTED**

**8. DRIVER'S TRAINING BRAKE**

Section	Requirement	Vendor Check	
		YES	NO
8-1	<b>Vendor shall provide and install a</b> passenger side, cable type training brake. It is permissible for the brake assembly to have been used previously (except cable), providing all parts are in normal working order.		
8-1-1	This is a temporary fixture(s) that is installed and removed by the modifier at no additional charge upon completion of customer's driver training and upon customer's request at their residence.		
8-1-2	<b>Vendor shall install a new cable – must not have been previously used.</b>		
8-1-3	<b>Vendor shall</b> route the cable via the most direct path to the brake pedal. If the design features a pulley, <b>Vendor shall</b> initially route the cable inline for a minimum of 4" with the training brake pulley.		
8-1-4	<b>Vendor shall install</b> a flexible housing to protect the cable.		

**DRIVER'S TRAINING BRAKE (Section #8) Final Inspection** (Vendor to complete prior to Engineer. Engineer to complete at delivery)

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

\_\_\_\_\_      \_\_\_\_\_      With engine on, vehicle in park, fully depress the training brake. Training brake does not interfere with any part of vehicle through full range of motion and returns to neutral position without binding. Verify brake light is on/off when training brake goes from braking to a neutral position.

**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 Spinner Knob 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.		

**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.

**SECTIONS 10 THROUGH 13 OMITTED**

**14. TURN SIGNAL EXTENSION**

Section	Requirement	Vendor Check	
		YES	NO
14-1	Vendor shall provide and install a Johnson turn signal extension for LEFT hand operation		
14-1-1	Approximately 5" - Exact length of extension to be <b>determined at client fitting</b> .		
14-1-2	Vendor shall securely fasten. Must allow for continued operation of smart stick controls.		
14-1-3	Vendor shall install so that turn signal extension does not rotate.		

**TURN SIGNAL MODIFICATION (Section #14) Final Inspection**

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



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

\_\_\_\_\_      \_\_\_\_\_      Control is type specified and is operable by client.  
 \_\_\_\_\_      \_\_\_\_\_      Control is fastened securely and does not rotate.  
 \_\_\_\_\_      \_\_\_\_\_      Control does not interfere with functions on master control switch, if applicable.  
 \_\_\_\_\_      \_\_\_\_\_      Steering wheel can fully rotate without rubbing or interference from the extension.

**SECTIONS 15 THROUGH 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. 		
17-2	Vendor shall provide and install a Heads up speedometer display: Heads-up speedometer display to aid with large numerical numbers to aid with speed regulation and to avoid glances to the digital speedometer which can result in loss of lane position for a novice driver. Wired to "ignition on". An example is: ACECAR Upgrade T800 Universal Car HUD Head Up Display. <a href="https://www.amazon.com/ACECAR-Upgrade-Universal-Speedomete">https://www.amazon.com/ACECAR-Upgrade-Universal-Speedomete</a> This will require a means to mount the Heads-up display such as the Magkit Magic Mount Universal Magnetic Holder – 2pk. 		

**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 ARE OMITTED**

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

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

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

**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**

Section	Requirement	Vendor Check	
		YES	NO
<b>33-3</b>	<b>CARGO AREA UNOCCUPIED MOBILITY DEVICE (Wheelchair) RESTRAINTS FOR CLIENT WHO TRANSFERS</b>		
33-3-1	<b>Vendor shall provide and install</b> a CUSTOM FABRICATED <u>single-Point Wheelchair Tiedown System for an unoccupied lightweight wheelchair.</u>		
33-3-2	<b>Vendor shall provide and install</b> an anchor point as necessary, located to allow client to secure the wheelchair.		
33-3-3	<b>Vendor shall provide and install</b> a stiffened female receptacle such as <b>Safe Haven</b> Buckle Mast OR <u>Q'Straint</u> Lap Cable Extension or <u>Sure-Lok</u> Flexible Seatbelt Stalk Conversion Kit stiffened using external methods. Vendor shall locate the female seatbelt receptacle <b>at client fitting</b> to the track tie downs so that the restraint angles and fit specified by SAE J2249 can be achieved.		
33-3-4	<b>Vendor shall provide and install</b> a male seatbelt tongue onto an appropriate frame member of the wheelchair. The male seatbelt tongue will be securely clamped to the frame to prevent rotation or movement. Permanent attachment methods such as drilling into the wheelchair frame shall not be used without prior approval of the client.		
33-3-5	<b>Vendor shall provide and install</b> a permanent label, clearly visible mounted on the side wall of van near the securement that states " <i>For Unoccupied Wheelchair Only</i> ". Use a clear label overlaminated 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.)

Vendor                      Engineer (initial to show completion)

\_\_\_\_\_                      \_\_\_\_\_ Location allows client to transfer to driver's seat.  
 \_\_\_\_\_                      \_\_\_\_\_ Release of restraint easily operable by client.

**34. POSITIONING EQUIPMENT**

Section	Requirement	Vendor Check	
		YES	NO
<b>34-1</b>	<b>Vendor shall provide and install a legstrap by NuTec™ to aid with lower extremity control in the driving compartment. The client will require a 4" strap with a type 2 closure. The client will need a strap 42" long to tighten between 35" – 38".</b> Sara@nutecseating.com, phone 916-476-6740 OR orders.nutec@permobil.com, phone 888-448-0093		
<b>34-2</b>	<b>Vendor shall provide and install a RIGHT-sided arm rest cushion to aid in better body alignment and access to the right-sided hand controls. CUSTOM fabricated to secure / stabilize to the OEM seat armrest.</b>		

**SECTIONS 35 THROUGH 40 OMITTED**

**41. ELECTRICAL REQUIREMENTS**

Section	Requirement	Vendor Check	
		YES	NO
41-1	<b>Vendor shall provide</b> 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.		
41-2	<b>Vendor shall label</b> 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.		
41-3	<b>Vendor shall</b> 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 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.		

**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 on 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="http://www.travelsafer.org/RideSafe_Web.pdf">www.travelsafer.org/RideSafe_Web.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. <b>N/A</b>		
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**

- 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 sworn 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: \_\_\_\_\_

All manufactured items and/or fabricated assemblies 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 state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; 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. 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.

## 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 CONTINUOUS IMPROVEMENT

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

### 6.2 ACCEPTANCE OF WORK

Performance of the work and 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 DVRS Engineer

Acceptance of work products 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 all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

### 6.3 INVOICES

Vendor shall invoice(s) to the Division’s designated Engineer. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Engineer with an invoice for each order. Invoices shall include detailed line-item information, enabling the Engineer to verify pricing at the point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

* 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	* Unit of Measure	

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

#### **6.4 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.

#### **6.5 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.

#### **6.6 PRICE ADJUSTMENTS**

Prices proposed by the Vendor shall be firm against any increase for 90 days from the effective date of the Contract.

Price increase requests shall be submitted in writing to the Contract Lead, which shall include the reason(s) for the request and contain supporting documentation for the need. Price increases will be negotiated and agreed to by both the State and Vendor in advance of any price increase going into effect. The State is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the State at any time.

It is understood and agreed that orders will be shipped at the established Contract prices in effect on the date an order is placed. Invoicing that deviates from this provision may result in Contract to cancellation.

#### **6.7 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 made through the contract administrator.

**7.0 ATTACHMENTS**

**\*\*IMPORTANT NOTICE\*\***

**RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE**  
 FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

**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>VIN:</b> _____  Note: The client will be responsible for the cost of this portion of the package upon delivery of the vehicle. (NOT INCLUDED IN NCEIPD TOTAL COST)		
2	<b>ACCOMPANIED COSTS</b>		
	<b>Taxes, Tags, and Fees</b> \$ _____  Note: The client will be responsible for the cost of this portion of the package upon delivery of the vehicle. (NOT INCLUDED IN NCEIPD TOTAL COST)		
Note: Costs from Lines 1 & 2 above will be used to inform the client of their total costs.			
3	<b>PART I – A.2.0 DROPPED-FLOOR SIDE ENTRY CONVERSION</b> installed in a minivan		
	<b>Manufacturer: BRAUNABILITY 14" DROP</b> <b>b) Sliding Side Door</b> <b>c) IN FLOOR Ramp with Manual Emergency Back-Up</b> <b>d) Removable Seats</b> <b>e) Rubberized Flooring – No Carpet</b> <b>f) Kneeling System</b> <b>g) Door/Ramp Controls</b>  Price includes the following WARRANTY TERMS on the conversion: Manufacturer's Warranty _____ years		
4	<b>PART III 0-1 TRANSPORTATION - for Transport</b>		
5	<b>PART III 0-2 TRANSPORTATION - for Warranty</b>		
6	<b>PART III 1. FITTINGS</b>		

**ATTACHMENT A: PRICING**

Item	DESCRIPTION	PARTS	LABOR COST
7	PART III 2. HAND CONTROLS		
8	PART III 3. PEDAL GUARD		
9	PART III 8. TRAINING BRAKE		
10	PART III 9. STEERING WHEEL DEVICE		
11	PART III 14. TURN SIGNAL EXTENSION		
12	PART III 17. MIRRORS AND DISPLAY		
13	PART III 32. SIX-WAY TRANSFER SEAT BASE		
14	PART III 33. WHEELCHAIR TIEDOWN AND OCCUPANT RESTRAINT SYSTEMS		
15	PART III 34. POSITIONING EQUIPMENT		
16	PART III 41. ELECTRICAL REQUIREMENTS		
17	PART III 42. INSTALLATION GENERAL REQUIREMENTS		
18	PART III 43. VEHICLE WEIGHT RATINGS		
19	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 19</b>			
<b>NCEIPD'S TOTAL <u>LABOR</u> COST from Lines 4 through 19</b>			
<b>NCEIPD'S TOTAL (PARTS AND LABOR) COST</b>			

**ATTACHMENT B: INSTRUCTIONS TO VENDORS**

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The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

<https://ncadmin.nc.gov/formnorth-carolina-instructions-vendors032023/download?attachment>

**ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS**

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The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

<https://www.doa.nc.gov/form-north-carolina-general-terms-and-conditions-11-2023/open>

**ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**

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Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link:

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_HUB-Supplemental-Vendor-Information\\_9.2021.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_HUB-Supplemental-Vendor-Information_9.2021.pdf)

**ATTACHMENT E: CUSTOMER REFERENCE FORM**

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Complete and return the Customer Reference Form, which can be found at the following link:

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_Customer\\_Reference\\_Template\\_09.2021.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Customer_Reference_Template_09.2021.pdf)

**ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR**

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Complete and return the Location of Workers Utilized by Vendor, which can be found at the following link:

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_Location-of-Workers\\_09.2021.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Location-of-Workers_09.2021.pdf)

**ATTACHMENT G:** Omitted

**ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING**

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Complete, sign, and return the Vendor Request for EO50 Price-Matching, which can be found at the following link:

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_Vendor-Price-Matching-Opportunity\\_09.2021.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Vendor-Price-Matching-Opportunity_09.2021.pdf)

**LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS**

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The Certification for Contracts, Grants, Loans, and Cooperative Agreements and the OMB Standard Form LLL are separate documents that can be found at the following link:

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

**\*\*\* Failure to Return the Required Attachments  
May Eliminate Your Response from Further Consideration \*\*\***