



STATE OF NORTH CAROLINA

Department of Health and Human Services

Division of Vocational Rehabilitation Services

Invitation for Bid #: 30-24041-01-DVR

Braunability Dropped Floor Conversion Package

Date Issued: September 7, 2023

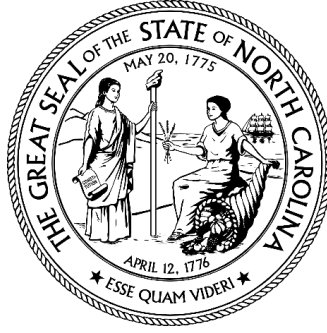
Bid Opening Date: October 05, 2023 @ 2:00 PM ET

Direct all inquiries concerning this IFB to:

Amanda Kerstetter

Procurement Specialist II

Email: Amanda.Kerstetter@dhhs.nc.gov



STATE OF NORTH CAROLINA

Invitation for Bids

30-24041-01-DVR

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

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

Vendor Name

Vendor eVP#

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

STATE OF NORTH CAROLINA
Department of Health and Human Services

Refer <u>ALL</u> Inquiries regarding this IFB to: Amanda Kerstetter through the Message Board in the Sourcing Tool. See section 2.6 for details:	Invitation for Bids # 30-24041-01-DVR
	Bids will be publicly opened: October 05, 2023 @ 2:00 PM ET
Using Agency: Division of Vocational Rehabilitation	Commodity No. and Description: 78180000 – Transportation repair or maintenance services
Requisition No.: 077941	

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),
- that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

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

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

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

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

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public 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 below**. These documents can be accessed from the Ariba Sourcing Tool.

Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids 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

Offer shall be valid for at least sixty 60 days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement in writing 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
on the attached certification, by _____
(Authorized Representative of the Division of Vocational Rehabilitation Services)

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1.0 PURPOSE AND BACKGROUND

The intent of this solicitation is to establish a certified vehicle modification vendor, for the purpose of obtaining a Braunability 14" dropped floor conversion package, already installed for a 2021 or newer Chrysler Pacifica/Voyager, per the attached specifications. Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

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

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

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

2.2 E-PROCUREMENT FEE

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

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

What is the Ariba Network?

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

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

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

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this IFB and comply with all requirements and specifications herein. Vendors also are 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. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period.

Other than through the process of negotiations 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 to during negotiations and incorporated by way of Best

and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as 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	September 7, 2023
Submit Written Questions	Vendor	September 18, 2023 @ 5:00 PM ET
Provide Responses to Questions	State	September 20, 2023
Submit Bids	Vendor	<p>October 05, 2023 @ 2:00 PM ET</p> <p>Microsoft Teams Meeting</p> <p>Join on your computer, mobile app or room device</p> <p>Click here to join the meeting</p> <p>Meeting ID: 299 587 796 305</p> <p>Passcode: gLSkRH</p> <p>Download Teams Join on the web</p> <p>Join with a video conferencing device</p> <p>ncgov@m.webex.com</p> <p>Video Conference ID: 114 273 057 8</p> <p>Alternate VTC instructions</p> <p>Or call in (audio only)</p> <p>+1 984-204-1487,,82395749# United States, Raleigh</p> <p>Phone Conference ID: 823 957 49#</p> <p>Find a local number Reset PIN</p> <p>Learn More Meeting options</p>
Contract Award	State	TBD

2.5 PRE-SALE CONDITIONS

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

2.6 BID QUESTIONS

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

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter "**IFB #30-24041-01-DVR – Questions**" as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

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

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

2.7 BID SUBMITTAL

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

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

2.8 BID CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this IFB that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the

Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's bid, in the State's sole discretion.

Vendors shall upload the following items and attachments in the Sourcing Tool:

- a) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.
- b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- c) Vendor Response 4.1,4.4,4.5,4.6, 4.8 and 4.12
- d) Completed version of Part 1: Pricing Tab Sheet
- e) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- g) Completed and signed version of ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING, if applicable

2.9 ALTERNATE BIDS

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

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

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

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

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 G.S. 143-59 (for more information, please refer to ATTACHMENT H: VENDOR REQUEST FOR EXECUTIVE ORDER #50 PRICE MATCHING. If such bid(s) are identified, the State will then determine whether any such bid falls 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 the Paragraph of the Instructions To Vendors entitled 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 Governor's office); or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

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

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

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

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

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

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

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to **the electronic Vendor Portal (eVP)**, <https://evp.nc.gov>, under the IFB number for this solicitation. Award of a Contract to one

Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

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

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

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

- a) Total cost to the State
- 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 or specification 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 the Bid Questions Section 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 and 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 any resulting Contract.

4.2 PRODUCT IDENTIFICATION

MAKE AND MODEL

Manufacturer's name and model/catalog numbers 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 and comparable products of other manufacturers 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 show 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

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

For completion by Vendor: 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.

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 offer, 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

Vendor warrants that all equipment furnished under this IFB will be newly manufactured, of good material and workmanship. The warranty will apply from 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. 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 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.

Vendor is authorized by manufacturer to repair equipment offered during the warranty period? ☐ YES ☐ NO

Will the Vendor provide warranty service? ☐ YES ☐ NO, a manufacturer-authorized third party will perform warranty service.

Contact information for warranty service provider:

Company Name: _____

Company Address: _____

Contact Person (name): _____

Contact Person (phone number): _____

Contact Person (email): _____

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. Bidder is factory authorized to repair equipment offered during warranty period. Yes ☐ No ☐

B. Is your vendor facility located outside of the 2014 NMEDA QAP Rules 100 mile/2 hr. service area?

Yes ☐ No ☐

If yes, state: • In accordance with NMEDA QAP Servicing Agreement Form Part A, which vendor agrees to service the conversion vehicle: Yes ☐ No ☐

OR • If none of the accredited facilities contacted agrees to service the mobility equipment installed, state "none" above.

4.9 DEMONSTRATION

The State reserves the right to require a demonstration of the exact model of equipment offered in order to assess suitability of the offered equipment for the intended use. Such demonstration shall be performed at Agency's facility or virtually by Vendor or his authorized representative before award of contract, upon request by and without charge to the State. Failure of Vendor or his authorized representative to perform a satisfactory demonstration (if requested) in accordance with these requirements shall be a sufficient basis for rejection of the bid. The results of such demonstration will be considered in the evaluation and award of a contract.

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 Vendor's bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and

included within the scope of the contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.12 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:

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

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

5.0 PRODUCT SPECIFICATIONS

5.1 SPECIFICATIONS

The specific items and any specifications that the Purchasing Agency is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications.

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PART I Pricing Tab Sheet

**PART II Description of Vehicle to be Purchased
Description of Client/Wheelchair (for reference only)**

PART III Bid Requirements

PART IV Specifications

<u>Section</u>	<u>DESCRIPTION</u>
1.	Transportation
2.	Wheelchair Tiedown and Occupant Restraint System
	Final Delivery Checklist
	Training Certificate
	Certificate of Compliance

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

Part I: Pricing Tab Sheet

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	MANUFACTURER / MODEL	PARTS COST	LABOR COST
1	PART II - 1 CHASSIS (The consumer will be responsible for this portion of the package upon delivery of vehicle.)	MAKE _____ MODEL _____ TRIM _____ YEAR _____ Exterior Color _____ Odometer reading _____ VIN# _____ This vehicle includes all other specifications requested in Part II that are not detailed here. (The consumer is responsible for this amount, and it is used to inform the client of their total costs. NOT INCLUDED IN DVRS TOTAL)		
2	(The consumer will be responsible for this portion of the package upon delivery of vehicle.)	Cost of taxes, tags, and fees \$ _____ (The consumer is responsible for this amount, and it is used to inform the client of their total costs. NOT INCLUDED IN DVRS TOTAL)		
3	PART II - 2 DROPPED-FLOOR SIDE ENTRY CONVERSION already installed in this MINIVAN	Manufacturer: BRAUNABILITY FOLD OUT RAMP w/Manual Emergency Back-Up Model: Side Entry, Full Cut XT 14" drop conv. My price includes the following WARRANTY TERMS on the conversion: Mfr's Warranty _____ years OR... No Mfr's Warranty _____		
4	PART IV 1-1 Transportation			
5	PART IV 1-2 Transportation for Warranty			
6	PART IV 2 Wheelchair Tiedown & Occupant Restraint System			
TOTAL CONSUMER COST for #1 + #2 =				
TOTAL DVRS PARTS for #3 + #6 =				
TOTAL DVRS LABOR for #4 + #5 + #6 =				
TOTAL DVRS COST				

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

Part II: Description of Vehicle to be Purchased

1. CHASSIS DESCRIPTION:

- 1-1 Make:** Chrysler **Model:** Pacifica **Trim Level:** Touring (or better)
- 1-2 Year:** Used 2021 (approx.)
Odometer miles: Prefer less than 12,000 miles (***Bid anything close for consideration.***)
- 1-3 Engine:** 6 cyl standard size
- 1-4 Transmission:** Auto
- 1-5 Electrical system:** Standard battery
- 1-6 Power:** Steering, Brakes, Windows, Door locks, Mirrors
- 1-7 Cruise control:** Yes
- 1-8 Tilt wheel:** Yes
- 1-9 Heating/Air conditioning:** Front, Rear
- 1-10 Exterior color:** In all cases, if client's preference is not available, vendor can provide a quote for other available colors. Preferences are:
 Choice 1: Grey metallic
 Choice 2: Grey
 Choice 3: Silver
 Choice 4: Burgundy ("Velvet Red") metallic
- 1-11 Interior color:** Black fabric preferred
- 1-12 Other requirements:** Power Windows
 Pushbutton Start
 Bluetooth
 No sunroof
 Prefer No leather seats

2. DROPPED-FLOOR SIDE ENTRY CONVERSION installed in a MINIVAN:

- 2-1 Dropped floor package:** Braun XT (14" drop)
Conversion must include full floor drop (cargo area, driver, and front passenger)
Conversion must include interior finish
- 2-2 Sliding door(s):** Power
- 2-3 Ramp:** Fold-Out
- 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 2 wireless keychain remotes

Description of Client/Wheelchair (For reference only)

1. WHEELCHAIR DESCRIPTION:

- 1-1 Make:** Quantum **Model:** Edge 3
Model #: Edge 3 **Serial #:** JE707720091020
- 1-2 Power Chair**
 1-2-1 **Drive:** mid-wheel
 1-2-2 **WC-19 compliant:** wheelchair base only
- 1-3 Wheelchair armrests:** cantilevered (supported at rear only)
- 1-4 Total reported weight of client:** 200 lbs.
- 1-5 Weight of wheelchair:** 375 lbs. (estimate)

2. DIMENSIONS - CHAIR ONLY (inches):

- 2-1 Height**
 2-1-1 **Floor to:** Top of armrest 31 ½" Bottom of battery 3" Lowest part of footrest 3"
- 2-2 Length**
 2-2-1 Back of rearmost wheel/caster/anti-tipper to front of forwardmost wheel/caster/anti-tipper 39"
 2-2-2 Overall (*front of footrest to back of rearmost wheel/caster/anti-tipper*) 43"
NOTE: Casters must be oriented so as to produce maximum dimension
- 2-3 Width**
 2-3-1 Overall chair (*including any projection*) 25 ½"
 2-3-2 Outside rear wheels (*at bottom of wheels*) 24 ½"
 2-3-3 Outside of forwardmost wheels/casters/anti-tippers 25 ½"
 2-3-4 Outside footrests 21"
 2-3-5 Caster tire thickness 3"
- 2-4 Rear tire (*complete designation*):** Diameter 13" Width 3"

3. DIMENSIONS - CLIENT AND CHAIR (inches):

- 3-1** Floor to top of head (*erect*) 56"
- 3-2** Floor to top of head (*ducked/tilted to lowest height that chair can be safely operated*) 55"
- 3-3** Floor to eye level 52"
- 3-4** Floor to top of knee 30"
- 3-5** Tip of toes to back of rear wheel 51"

PART III: Bid Requirements

DEALER GENERAL RESPONSIBILITIES

- 1) Dealer must notify the Counselor, Engineer and State Purchasing promptly about any issue that may arise during the course of the vehicle modification process, including but not limited to delivery delays, equipment problems, and product clarification. Any deviations to the specifications after the purchase order is issued must be approved by State Purchasing. Client and/or Engineer are not authorized to make changes.
- 2) The Dealer must not discuss, recommend, or suggest alternatives to these specifications or the policies, procedures, and actions of the NCDVRS with the client. Dealer must contact the Counselor with any questions or suggestions.
- 3) Vehicle must have a current NC State emissions and safety inspection at delivery.
- 4) Used vehicles must provide satisfactory results from Certified Mechanic's inspection as per DVR-7001 (required for private party sales) or Dealer provides a used vehicle certification prior to finalization of purchase.
- 5) If the cost of the project is being shared by the NCDVRS and the Client, the Dealer is responsible for invoicing the Client separately for their portion of the cost.
- 6) Receiving the final inspection approval from the Rehabilitation Engineer does not relieve the Dealer from meeting all conditions and requirements specified in the specifications, the purchase order, and any other document included as part of the contract.
- 7) The Dealer is not responsible for providing transportation for the Client to attend delivery. Please direct the Client to contact their Counselor.
- 8) Vehicles must be certified to meet all of the NHTSA Federal Motor Vehicle Safety Standards with the exception of the portion of those standards for which the 49CFR595 Make Inoperative Exemption applies. When the vehicle requires an allowed 49CFR595 FMVSS exemption (see Section 3), the vehicle must be labeled by the Vendor 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." The modifier must review the status of the vehicle's compliance with the vehicle modifications and demonstrate when applicable that the vehicle remains compliant.
- 9) **Warranty, Repairs and Mandatory Service/Preventive Maintenance.**

New conversions and adaptive equipment are subject to the following conditions:

- The Vendor shall provide a minimum of one-year parts and labor for repairs starting from the date of final delivery except for those necessitated by neglect, misuse, unauthorized repair, modifications or alterations, accidental damage, or failure to operate equipment within manufacturer's guidelines provided to the Client. This requirement is regardless of the manufacturer's stated or lack of a stated warranty. However, if the manufacturer states a longer period of warranty for parts and/or labor, the Vendor will honor the longer period.
- The Vendor shall provide a minimum of one-year parts and labor for mandatory service/preventive maintenance starting from the date of final delivery.

Used conversions and adaptive equipment are subject to the following conditions:

- The Vendor shall provide a minimum of one-year parts and labor for mandatory service/preventive maintenance starting from the date of final delivery. The remaining (if any) Product Warranty as stated in the Equipment Owner's Manual will be in effect for the conversion and all installed adaptive equipment.

For all cases involving repairs:

- The Vendor is to instruct the Client at delivery to contact the Vendor directly for all vehicle performance issues. The Vendor shall provide their contact information including phone number at the delivery. The Vendor will first attempt to correct any issues over the phone with the Client.
 - If the fault is due to the conversion or adaptive equipment, the Vendor will initiate repairs following the requirements of this section. If the Client is required to pay for parts, labor, or transporting charges, the Vendor will give the Client a quote and is responsible for securing payment prior to initiating any work.
 - If the fault is not due to the conversion or adaptive equipment but lies with the vehicle chassis, the Client will be provided with the contact information of a nearby chassis dealer that they can work with if they so choose.
- Unless stated otherwise in **Section 1, TRANSPORTATION**, the Client is responsible for transporting the vehicle to the Vendor's facility or subcontractor's facility for warranty repairs and mandatory service/preventive maintenance.
- If a factory authorized and trained vendor 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.

- 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.
- 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:
 - The mandatory 1-year NCDVRS warranty no longer applies to the affected equipment but remains in effect for all non-affected equipment.
 - The **Section 1, TRANSPORTATION**, no longer applies to the affected equipment but remains in effect for all non-affected equipment.
 - The Vendor shall contact the Client and is responsible for securing any necessary payment/reimbursement for parts/labor/transportation.

Note: The vehicle chassis is subject to warranty terms and conditions provided by the original manufacturer. If the original manufacturer has imposed any disclaimers on the conversion with regards to the chassis warranty, the disclaimer must be provided to the Client at delivery prior to final acceptance.

DEALER SHOP REQUIREMENTS

- 1) Shop facility is protected from weather and secured from vandalism where vehicle modifications are performed.
- 2) Facility has a handicapped accessible entrance and rest room.
- 3) Facility has a designated waiting area for customers.
- 4) Have employee(s) who is trained by the manufacturer of the conversion and adaptive equipment and who is certified to service and repair the equipment.
- 5) Have a method to allow modified vehicle to be raised a minimum 24" for inspections. Standing inspection height (6'-0") is preferred.
- 6) Dealer must be a certified dealer of the conversion vehicle and any installed adaptive equipment.
- 7) Liability insurance. Each Dealer shall maintain "product/completed operations" liability insurance that covers the Dealer's work or the work/products of his/her suppliers and provides minimum coverage of one million dollars. In addition, each Dealer 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) Dealer must maintain registration as a modifier with NHTSA.

REQUIREMENTS FOR LOWERED FLOOR VEHICLES

- 1) Conversion company is to be a certified NMEDA QAP Structural Vehicle Modifier or has in place an equivalent Quality Assurance Program. The conversion company must be able to provide supporting documents to NCDVRS upon request and must allow NCDVRS to audit the facility and records.
- 2) For conversions:
 - a. The conversion company is to be currently registered with NHTSA as an alterer and will label the vehicle in accordance with 49CFR567.7 with the statement "This vehicle was altered by (individual or corporate name) in (month and year in which alteration was completed) and as altered it conforms to all applicable Federal Motor Vehicle Safety, Bumper, and Theft Prevention standards affected by the alteration and in effect in (month, year)."
 - b. Conversion vehicle is certified to meet all of the NHTSA Federal Motor Vehicle Safety Standards. The conversion company must review the status of the vehicle's compliance and demonstrate when applicable that the vehicle remains compliant. The following are required to be recertified by actual testing from a recognized independent testing facility, not self-certification:
 - FMVSS 301 Fuel System Integrity
 - FMVSS 208 Occupant Crash Protection
 - FMVSS 214 Side Impact Protection
 For other Federal Motor Safety Standards, compliance can be determined by engineering analysis or actual testing at the discretion of the NCDVRS. The conversion company must be able to provide supporting documents to NCDVRS upon request. The delivered product does not differ from the vehicle tested and approved under the requirements in this paragraph.
 - c. If the conversion company converts used vehicles, it must also convert new vehicles as an alterer. Other than where required by law, the conversion company must follow the same process for converting a used chassis as they use for a new chassis.
- 3) Insurance requirements. The conversion company shall provide proof of liability insurance coverage that provides a minimum of two million dollars for each claim, with a minimum aggregate for a one-year policy period of four million dollars. Proof of insurance shall be provided to NCDVRS upon request.

- 4) For the conversion company, years in business, financial stability, and dealership network (number and location) will all be factors in assessing the submitted bid.

DEALER RESPONSIBILITIES AT DELIVERY

- 1) **No vehicle is to be delivered without the Client and Engineer present unless the Engineer has informed the Vendor otherwise.** The Counselor must be notified prior to the delivery but their attendance is not required unless they choose to be present.
- 2) **Dealer shall perform all items of the Final Delivery Checklist inspections that do not require the presence of the client prior to the delivery so that any items can be corrected, or the delivery postponed.**
- 3) **No vehicle is to be delivered without confirmation from the Counselor or Engineer that the client has obtained the NCDVRS mandated insurance for the vehicle.**
- 4) The Dealer shall explain and demonstrate the proper use and maintenance of the conversion, and all installed adaptive equipment including the wheelchair tiedown and occupant restraint system. The Client/Operator must demonstrate the ability to safely operate this equipment.
- 5) Dealer shall register all warranties with equipment manufacturers.
- 6) The Dealer shall provide the Client/Operator with the following:
 - a) The original owner's manuals for the provided vehicle and equipment. The owner's manual must detail the manufacturer's Product Warranty.
 - b) A preventative maintenance schedule detailing required maintenance for the conversion, and all installed adaptive equipment.
 - c) Dealer's contact information for warranty, repairs, and maintenance.
 - d) A list of the Federal Motor Vehicle Safety Standards (FMVSS) with which the vehicle may no longer be in compliance.
 - e) Any tools, spare parts, unused parts, and accessories provided by the equipment manufacturer.
 - f) "Ride Safe" brochure. (Available at www.travelsafer.org/RideSafe_Web.pdf).
- 7) The following shall be provided the inspecting Engineer:
 - a) "Vehicle Certificate of Compliance", signed and notarized.
 - b) "Training Certificate for Wheelchair Tiedowns and Occupant Restraint System", signed by vendor, client, and operator(s) (if any).
 - c) A copy of the PURCHASESPEC with a completed and signed "Final Delivery Checklist".
 - d) Original, signed invoice on company letterhead.

PART IV: Specifications

1. TRANSPORTATION

1-1 The Dealer must provide transportation of the vehicle to the client's home in Charlotte, North Carolina.

1-1-1 Client's vehicle may be driven or transported via rollback or similar. Dealer is to ensure the gas tank is full at delivery when vehicle is driven.

1-2 Cost of transportation for warranty work and mandatory service/preventive maintenance. For a period of one (1) year from the date of final delivery, the Client shall not be required to travel a one-way travel distance of greater than **eighty-five (85)** miles from the Client's home to obtain warranty service and mandatory service/preventive maintenance on the conversion and adaptive equipment.

1-2-1 When the Client's home is outside a one-way travel distance of **eighty-five (85)** miles from the Vendor's facility, the Vendor is responsible for transporting the vehicle from the Client's home (using the method of Section 1-1-1), 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.

1-2-2 When the Client's home is within a one-way travel distance of **eighty-five (85)** miles from the Vendor's or subcontractor's facility, the Client is responsible for the cost of transporting the vehicle between the Client's home and the Vendor's or subcontractor's facility and back to their home.

1-2-3 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 conversion, WTORS, 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.

2. WHEELCHAIR TIEDOWN AND OCCUPANT RESTRAINT SYSTEM (WTORS)

Note: FMVSS 202 – HEAD RESTRAINT, FMVSS 207–SEATING SYSTEMS, and FMVSS 214 - SIDE-IMPACT PROTECTION Exemptions are required.

2-1 Vendor shall provide and install a “Q-Straint” QRT Deluxe OR Sure-Lock Titan crash tested four-point wheelchair tiedown system for client chair, in cargo area of van.

2-2 Vendor shall provide and install an integrated combination OR separate lap and shoulder belt wheelchair occupant restraint system, in cargo area of van, suitable for use by client. A combination lap and shoulder belt shall be provided whenever the wheelchair allows.

2-3 Vendor shall provide and install a vehicle mounted pouch to neatly store tiedowns and belts in vehicle when not in use and a belt cutter.

2-4 Vendor shall provide and install Sure-Lok FE200750 “Quick Strap” OR Q'Straint Q5-7580 “Webbing Loop” auxiliary straps if required by the wheelchair.

2-5 The complete WTORS shall be manufactured by the same company. The system shall accommodate the clients' wheelchair in a forward-facing position and be located to suit client and wheelchair so that the requirements specified by SAE J2249 are achieved including restraint angles and distances. Restraints shall not be held away from the body by wheelchair components.

2-6 System shall utilize anchorages that are installed according to manufacturer's specifications.

Final Delivery Checklist (Dealer to complete prior to Engineer. Engineer to complete at delivery.)

Dealer **Engineer**

General

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

Wheelchair Tiedown and Occupant Restraint System

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

Labels

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

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

Inspecting engineer has been presented with the following:

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

_____	_____
Dealer	Date

_____	_____
Engineer	Date

TRAINING CERTIFICATE

(FOR USE BY THE DEALER AT DELIVERY)
FOR WHEELCHAIR RESTRAINTS & WHEELCHAIR PASSENGER SECUREMENTS

I HAVE EXPLAINED SAFE AND PROPER USE OF THE WHEELCHAIR RESTRAINTS AND WHEELCHAIR PASSENGER SECUREMENTS TO THE PERSON(S) LISTED BELOW:

Dealer Signature: _____ Date: _____

- I HAVE HAD THE SAFE AND PROPER USE OF THE WHEELCHAIR RESTRAINTS AND WHEELCHAIR PASSENGER SECUREMENTS CLEARLY EXPLAINED TO ME.
- I UNDERSTAND WHAT IS REQUIRED OF ME TO PROPERLY USE THE WHEELCHAIR RESTRAINTS AND WHEELCHAIR PASSENGER SECUREMENTS.
- I HAVE RECEIVED A "RIDE-SAFE" BROCHURE OR EQUIVALENT.

Client Signature: _____ Date: _____

Operator Signature: _____ Date: _____

Operator Signature: _____ Date: _____

VEHICLE CERTIFICATE OF COMPLIANCE

(FOR USE BY THE DEALER AT DELIVERY)

Dealer to fill in:

Vehicle Make _____ Model/Trim _____ Year _____

VIN _____

Wheelchair Tiedown and Occupant Restraint System (WTORS)

When installed by the Dealer:

- The WTORS is installed in accordance with manufacturer's specifications.
- No alterations were made to, or substitutions to, any parts or components of the WTORS.
- 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 protection. All mounting hardware is tightened to manufacturer's recommended torque specifications.

Miscellaneous

- All interior materials used by Dealer 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.

Date _____ Signature _____

Title _____ Company (Dealer) _____

(Owner, President, or Vice President)

State of _____ County of _____

Subscribed and sworn to before me this ____ day of _____, ____.

Notary Public _____

My Appointment expires _____

5.2 CERTIFICATION AND SAFETY LABELS

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 below or 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 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:

1. Inspection by the Division of Vocational Rehabilitation Services, Engineer in charge of the project.

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

6.3 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed line item information to allow Purchasing Agency to verify pricing at 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, and 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 60 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.

6.8 ATTACHMENTS

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

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