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## **DIVISION OF VOCATIONAL REHABILITATION**

### **Contract Agreement**

THIS AGREEMENT IS MADE EFFECTIVE THE 1<sup>st</sup> day of October, 2012 by and between the Division of Vocational Rehabilitation, hereafter "DVR," and Van Conversions Inc., hereinafter "vendor."

#### **TERM**

A. The term of this agreement shall be from October 1<sup>st</sup>, 2012 through March 1st, 2013.

#### **PURPOSE**

B. The purpose of this agreement shall be for DVR to purchase vehicle modifications for a DVR client.

- Van Modification Includes:

1. Rubber/Vinyl Flooring.
2. Wheelchair Tiedown and Occupant Restraint System – Occupied (Driving Position)
3. Wheelchair Tiedown and Occupant Restraint System – Occupied (Non Driving Position) – Manual
4. 10" Lowered Floor.
5. Powered Fold Out Ramp.
6. Automatic Kneeling Feature.
7. Powered Side Entry Doors.
8. Quick Disconnect Driver's Seat Adjusted for Floor Cut.
9. Quick Disconnect Passenger's Seat Adjusted for Floor Cut.
10. Remote Outside Controls (Powered Doors and Lift).
11. Inside Controls (Doors and Lift).
12. Left Side, Column Mounted, Push Right Angle Hand Controls (Incl. Horn Button).
13. Cost of Hand Control Fittings (Include Note stating if Controls are Shipped Out or Done on Premises).
14. Spinner Knob (4 O'Clock)
15. Electric Parking Brake.
16. Low Effort Brakes with Back-Up.
17. Console with (toggle switches or touchpad) for: wheelchair tiedown (central) and parking brake (central)
18. Custom insert with electric base lock to raise driver up for better vision at driver's station.
19. Fire Extinguisher.
20. 1 Year Warrantee on Parts and Labor.

#### **Performance Requirements:**

A. Vehicle modifications are completed within 90 days of receiving the vehicle.

- B. Final payment to vendor is contingent on the acceptance of the work by the client, DVR Counselor, and Moss Rehabilitation as a satisfactory vehicle modification.
- C. All work completed follows the contract specifications and submitted bid.
- D. Contract is contingent on the DVR client purchasing the vehicle prior to modifications being conducted.
- E. Vendor will provide a guarantee on parts and labor for minimum of one year, or according to the parts guarantee of the manufacture if it is longer.
- F. Vendor has liability insurance of one million dollars and provides evidence prior to starting vehicle modifications.

### **APPLICABLE PROVISIONS**

Vendor represents that it is in compliance with all applicable federal laws, rules, regulations, licensing standards, and specifically represents that it complies with the Drug-Free Workplace Act of 1988.

Vendor agrees that it will conduct its business as an employer and service provider in compliance with all federal and state anti-discrimination acts, laws, rules, and regulations, including Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and The Americans with Disabilities Act. Vendor agrees that it will not discriminate as an employer or service provider on the basis of race, color, national origin, religion, sex, marital status, or disability.

Vendor agrees to comply with all Federal and State licensing standards, all applicable accrediting standards which are appropriate to the service provided and are related to quality of service, zoning, fire, health, and safety requirements. Vendor agrees to comply with all DVR regulations related to confidentiality of information regarding clients liable to the same extent as DVR for any breach thereof by Vendor.

### **RECORDS AND REPORTS**

Vendor shall send all bills, work orders and other documentation with requests for payment at the milestones outlined to the DVR counselor.

### **MISCELLANEOUS**

Counterparts: This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same Agreement.

Entire Agreement: This Agreement contains the entire Agreement of the parties hereto and supersedes all prior agreements, contracts and understandings whether written or oral between the parties and related to the subject matter hereof.

Severability: If any part, term or provision of this Agreement is illegal, invalid, and/or unenforceable the remaining portions or provisions of the Agreement and any other application of such part, term, or provision shall not be affected.

Force Majeure: Each party to this Agreement shall not be liable to the others for failure to perform any of its obligations hereunder due to a cause or causes beyond its reasonable control, including, but not limited to, acts of God or public enemy, fires, floods, storms, tornadoes, earthquakes, riots, strikes, blackouts, telephone outage, war or war operations, restraints of government, or other causes which cannot with reasonable diligence be controlled or prevented by such party.

### **PAYMENTS AND CHARGES**

Payment to Vendor: DVR shall pay Thirty Two Thousand Seven Hundred Thirty Eight Dollars and Zero Cents (\$32,738.00) for the vehicle modifications. Payments will be made in two equal payments of Sixteen Thousand Three Hundred Sixty Nine Dollars and Zero Cents (\$16,369.00). The first payment will be due after the agreement is signed; the second payment will be due upon completion of all required specifications.

### **DISPUTE RESOLUTION**

In the event the parties are unable to resolve any dispute which may arise between them by direct negotiation, the parties agree to mediation in an attempt to resolve the dispute. If the parties are unable to resolve the dispute by mediation, the parties agree to submit the dispute to binding arbitration, in accordance with the arbitration rules of the American Arbitration Association. Such arbitration shall be conducted at the DVR location. The decision reached through arbitration shall be final and binding on both parties. Vendor shall continue to provide services under the terms of this Agreement during the arbitration, at the fees then in effect.

### **CANCELLATION**

Either party may cancel this agreement upon 30 days written notice.

VAN MODIFICATION CONTRACT AGREEMENT

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this agreement the year and date written.

STATE OF DELAWARE  
DEPARTMENT OF LABOR  
DIVISION OF VOCATIONAL REHABILITATION, by:

*Original on File*

John J. McMahon, Jr., Secretary of Labor  
Department of Labor

Date: 10/10/12

*Original on File*

Andrea Guest, Director  
Division of Vocational Rehabilitation

Date: 10/15/12

Van Conversions, Inc., by:

*Original on File*

Laurie Scherrer, Manager

Date: 10/11/12

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