

## **DIVISION OF VOCATIONAL REHABILITATION**

### **VEHICLE MODIFICATION AGREEMENT**

THIS AGREEMENT IS MADE EFFECTIVE THE \_\_\_\_ day of December, 2013 by and between the State of Delaware, Department of Labor, Division of Vocational Rehabilitation, hereafter "DVR," and Ride Away, Inc., hereinafter "vendor."

#### **TERM**

The term of this agreement shall be from December 11, 2013 until the completion of the vehicle modification is completed, no later than March 11, 2014.

#### **PURPOSE**

The purpose of this agreement shall be for DVR to purchase and for vendor to provide vehicle modifications to a vehicle provided by DVR client Ellen Woods. The specifications for the vehicle modification are as provided to vendor based upon an evaluation completed by Moss Rehab, and includes:

1. Powered ramp
2. Automatic kneeling feature
3. Powered side entry door
4. Quick disconnect driver's seat
5. Quick disconnect passenger seat
6. Outside controls- remote
7. Inside controls
8. Hand controls: column mounted/left side/ Push right angle- inc. horn button
9. Steering aid- spinner knob 4 O'Clock
10. Electric parking brake
11. Wheelchair tie-down- central
12. Parking brake- door
13. Lift controls- central
14. Entry door controls- central
15. Fire extinguisher- client choice
16. Powered wheelchair tie-down and occupant restraint system- non-driver position
17. Powered wheelchair tie-down and occupant restraint system- driving position
18. Full lowered floor- 10"
19. Checkout by evaluator

#### **Wheelchair specifications:**

1. Invacare TDX SP/ rear wheel drive or technically equivalent and approved equal
2. Conventional power
3. Control box right
4. Height: 52" X Width 25.5" X Length 42"
5. Control box height: 28"
6. Lap height: 24"
20. Hub Box rear wheel: 4"

### **PERFORMANCE**

- 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 modification.
- 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.

### **MISCELLANEOUS**

**This Agreement is awarded pursuant to RFP DOL13101-VRVANMOD, and is awarded pursuant thereto. Vendors RFP proposal is incorporated by reference and shall be considered part of this agreement. A copy of Vendors "Quote/Bid" is attached hereto.**

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

DVR shall pay to vendor the sum of **Twenty-eight Thousand Three Hundred and Seventy-Five Dollars (\$28,375.00)** for a completed vehicle modification. Payments will be made in two equal payments of 50% of the amount of this agreement. The first payment will be due after the agreement is signed; the second payment will be due upon completion of all required modification, according to specifications, and satisfactory inspection of the work.

### 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.

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

Date: 12/17/13

*Original on File*

Andrea Guest, Director  
Division of Vocational Rehabilitation

Date: 9/12/13/13

Ride-Away, Inc., by:

*Original on File*

John Frank, Manager

Date: 9/13/13