

DEPARTMENT OF EDUCATION  
Division of Vocational Rehabilitation  
VEHICLE MODIFICATION VENDOR ACKNOWLEDGEMENT

Division of Vocational Rehabilitation ("DVR") provides vehicle modification services to eligible consumers to help meet Client transportation needs (the "Services"). DVR purchases the Vehicle Modification Service from qualified vendors with experience in providing such services. All vendors wishing to be considered for providing Vehicle Modification Services must sign, and return this form to DVR.

The Undersigned Vendor Agrees, Represents and Acknowledges:

1. My firm can be retained by DVR to provide Services only by DVR sending my firm a signed Authorization to purchase (the "Authorization"). Upon receipt of an Authorization, my firm will perform the work detailed in the Authorization and the Bid/Proposal submitted by my firm, consistent with the terms and conditions of this Acknowledgement Form. The Authorization, this Acknowledgement Form and my firm's Bid/Proposal shall constitute the full and complete agreement regarding the Services my firm is being retained to provide (the "Agreement"). In no event shall my firm be entitled to receive payment for greater than the amount stated in the Authorization. DVR is the sole party responsible for payment under the Authorization. Under no circumstances shall my firm lien or in any way encumber the vehicle, or seek to collect any amounts due under the Authorization from any person or entity other than DVR. My firm may not subcontract or assign any work under the Agreement without DVR's prior written consent. If my firm subcontracts or assigns any work under the Agreement, my firm shall remain responsible for the supervision and quality of such work, and my firm shall ensure that all subcontractors and assigns comply with all applicable terms hereof.
2. The Agreement is between DVR and my firm. Only DVR can agree to a change in the terms of the Agreement. The vehicle owner and/or DVR consumer for whose benefit the Services are being performed (the "Consumer") cannot change the terms of the Agreement. If for any reason changes to the terms of the Agreement are required, my firm must seek approval for such change(s) from DVR. Unless my firm receives written approval for the change from DVR, my firm will perform the Agreement consistent with its terms. If my firm violates this performance obligation, DVR shall not be responsible to pay my firm any amount, and my firm shall pay to restore the vehicle to the condition it was in prior to the commencement of any work. Additionally, if my firm modifies any vehicle in a manner not consistent with the Agreement (without the written approval of DVR), and DVR believes, in its sole discretion, that such change may impact the safety of the vehicle. My firm shall reimburse DVR for all sums expended by DVR on engineering and other tests performed to test the safety of the vehicle.
3. If the vehicle owner or Consumer desires additional work done or desires to upgrade any materials used. My firm shall not perform the additional work/upgrades until the work required under the Agreement is finished (including any and all required inspections, certificates and approvals) unless DVR, in its sole discretion, agrees in writing to such additional work/upgrades. Under no circumstances shall DVR be responsible to pay for such additional work/upgrades unless DVR expressly agrees to pay for it in writing prior to the time the work is performed.

4. During the term of the Agreement, my firm shall:
  - a) hold all necessary licenses to perform Services in the area those services are being performed;
  - b) maintain adequate liability insurance coverage on a comprehensive basis;
  - c) maintain workers' compensation insurance coverage if required by law; and
  - d) secure and maintain Completed Operations Insurance in an amount of not less than \$300,000.00; and
  - e) at DVR.'S request furnish DVR with written evidence, acceptable to DVR, of the existence of all such licenses and insurance coverage.
5. My firm shall ensure that the work performed is consistent with all specifications and drawings provided by DVR. Prior to the time the Agreement is entered into, my firm shall have compared such specifications and drawings with DVR.'S Vehicle Modification Standards and prudent practices and shall have either:
  - a) concluded that the specifications and drawings are consistent with current standards and practices; or
  - b) Revealed to DVR any inconsistency (ies) between the specifications/drawings and current standards and practices and agreed with DVR in writing to a modification of such specifications/drawings within ten (10) days of DVR.'S request for bid.
6. If after work is commenced, prudent practice dictates any variation from such specifications and drawings, my firm shall notify DVR thereof in writing and shall not proceed with work until DVR responds to such notice. DVR may consent to a change in the work to the extent DVR believes any changes are prudent. If DVR consents in writing to any change(s) and, as a result, costs are reduced (as determined by DVR) the Agreement amount shall be reduced by the full amount of the cost savings. If DVR consents in writing to any change(s) and, as a result, costs are increased, the Agreement amount shall not be changed, and vendor shall pay for such increased costs. If DVR does not consent in writing to any change(s), vendor shall complete the work without such change(s).
7. Upon completion of the Services, no further installation, assembly, painting, finishing or other work shall be required, and the modification shall be available for final fitting and inspection. DVR shall not be deemed to have finally approved the work unless and until DVR indicates such final approval in writing. If all Services are not properly performed by the final inspection date stated in the Authorization, \$50.00 per day shall be deducted from amounts payable to my firm for each day until a final inspection reveals the proper completion of all services. My firm agrees that this amount is the best estimate of actual damages that will be incurred as a result of any such delay.
8. My firm shall warrant the work, including parts and labor, for a period of one year after the vehicle is returned to the owner/client. My firm shall repair any problems relating to the work provided such problems are reported during the warranty period. If my firm refuses to make required repairs reported during the warranty period, and DVR pays for such repairs made by another vendor, my firm shall reimburse DVR for all funds expended for such repairs.

9. DVR is merely a payer for Services. DVR shall not be responsible for any defects or damages resulting from such work. My firm agrees to indemnify DVR for any damages suffered or expenses incurred by DVR (including reasonable attorney's fees and costs) resulting from any defective work performed.
10. In performing Services pursuant to any Authorization, my firm is an independent contractor and not an employee of DVR. My firm has no authority to bind DVR to any obligation, contractual or otherwise.
11. My firm shall use its best and reasonable efforts to resolve any and all disputes relating to the Agreement directly with the DVR counselor, and agrees to maintain all written documentation of such efforts.
12. The undersigned is authorized to execute this Acknowledgement Form on behalf of the firm.

I Have Carefully Read This Acknowledgment Form And Agree to Comply Fully with Its Terms.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

NAME OF FIRM: \_\_\_\_\_

*ATTACH ITEMIZED QUOTE TO THIS FORM*