

DEPARTMENT OF EDUCATION
Division of Vocational Rehabilitation
HOME MODIFICATION VENDOR ACKNOWLEDGMENT

Division of Vocational Rehabilitation, ("DVR") provides Home Modification Services to eligible consumers to enhance access to their home (the "Home Modification Services"). DVR purchases the Home Modification Services from licensed and insured general contractors with experience in providing accessibility for persons with disabilities. All vendors wishing to be considered for providing home modification services must sign, date and return this form to DVR.

The Undersigned Vendor Agrees, Represents and Acknowledges:

1. My firm can be retained by DVR to provide Home Modification 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 Acknowledgment Form. The Authorization, this Acknowledgment Form and my firm's Bid/Proposal shall constitute the full and complete agreement regarding the Home Modification 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 property where the work is being performed, or seek to collect any amounts due under the Authorization from any person or entity other than DVR. No subcontractor or assign shall lien or otherwise encumber the property, and my firm shall be responsible for "bonding off" any such lien or encumbrance filed.
2. The Agreement is between DVR and my firm. Only DVR can agree to a change in the terms of the Agreement. The homeowner and/or DVR client for whose benefit the Home Modification Services are being performed (the "Client") cannot change the terms of the Agreement. If for any reason, including but not limited to site conditions, 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 the homeowner or Client 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 same in writing prior to the time the work is performed.

3. During the term of the Agreement, my firm and all subcontractors shall:
 - a) hold all necessary licenses to perform Home Modification 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) at DVR's request, furnish DVR with written evidence, acceptable to DVR, of the existence of such licenses and insurance coverage.
4. Although DVR may provide some drawings or plans to my firm, they are being provided merely as an aid to my firm. My firm is responsible for preparing all documents, drawings, sketches and plans necessary to obtain all required permits to provide the Home Modification Services consistent with applicable law, and my firm is responsible for pulling all required permits. My firm is to provide DVR with a copy of all required permits and copies of any drawings or sketches used to obtain the permit. DVR will approve in writing the final modification design if it is consistent with any and all drawings and plans provided by DVR (or DVR approves of any inconsistencies in writing) and if it is consistent with all applicable laws, regulations, codes and ordinances.
5. All Home Modification Services performed by my firm shall be compliant with all state and local building codes and ordinances and shall be in compliance with the most current "Florida Accessibility Code for Building Construction, (October 15, 1996 Edition)". Upon completion of the Home Modification Services, no further installation, assembly, painting, finishing or other work shall be required, and the modification shall be ready for use by the Client. My firm shall remove debris from the work site periodically and upon completion of the job. My firm shall be responsible for coordinating any and all required inspections relating to the Home Modification Services, and shall provide DVR with copies of all signed inspections. 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 herein.
6. In performing Home Modification 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.
7. The undersigned is authorized to execute this Acknowledgment Form on behalf of the firm.
8. I understand that if the services are not complete on the Final Inspection date that I select, I will be fined \$50.00 per calendar day until the Final Inspection is complete. The total amount of the fine will be determined by the Vocational Rehabilitation Counselor and deducted from the total bid amount at the completion of the work.

I have carefully read this acknowledgment form and agree to comply fully with its terms.

Company:

Signature:

Print Name:

Title:

Date:

TOTAL COST
HOME MODIFICATION

CONSUMER/OWNER:

, FL

CONSIDERING ALL OF THE ATTACHED SPECIFICATION AND DRAWINGS, THE PROJECT
CAN BE STARTED WITHIN _____ DAYS AFTER AWARD OF CONTRACT, AND
COMPLETED WITHIN _____ DAYS OF START, WEATHER PERMITTING. INCLUDING
ALL OF THE ABOVE, MY PRICE IS \$ _____ • _____.

Authorized Contractor's Signature

Date

RETURN THE COMPLETED FORM BY CLOSE OF BUSINESS ON:

Mail To: