



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia Purchase Order

Order Date: 06-03-2022

CORRECT ORDER NUMBER MUST APPEAR
ON ALL PACKAGES, INVOICES, AND
SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CPO 0932 4882 DRS2200000005 1	Procurement Folder:	1035122
Document Name:	2022 Chrysler Pacifica w/ advanced safety features	Reason for Modification:	
Document Description:	2022 Chrysler Pacifica w/ advanced safety features		
Procurement Type:	Central Purchase Order		
Buyer Name:	Toby L Welch		
Telephone:	(304) 558-8802		
Email:	toby.l.welch@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000161498 TOTAL MOBILITY SERVICES INC 5411 YUKON CT STE B FREDERICK MD 21703 US Vendor Contact Phone: 240-490-7840 Extension: 240 Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: Charlyn A Miller Requestor Phone: (304) 356-2103 Requestor Email: charlyn.a.miller@wv.gov 22 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
RANDOLPH SHEPPARD PROGRAM DIVISION OF REHABILITATION SERVICES 10 MCJUNKIN RD NITRO WV 25143 US	RANDOLPH SHEPPARD PROGRAM DIVISION OF REHABILITATION SERVICES 10 MCJUNKIN RD NITRO WV 25143 US

Total Order Amount: \$121,778.49

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION DATE: <i>Linda Harper 6/6/22</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <i>John D. Graw 6/10/22</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <i>6/13/2022</i> ELECTRONIC SIGNATURE ON FILE
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Extended Description:

The Vendor: Total Mobility Services agrees to enter into this one-time purchase of a 2022 Chrysler Pacifica Touring Van with Advanced Safety Features and modification for the Division of Rehabilitation Services per the specifications, terms and conditions, bid requirements, and the Vendor's submitted and accepted bid response dated: 05/11/2022 in the amount of: \$121,778.49 as attached hereto and all incorporated herein by reference and made apart of hereof.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	25101505	1.00000	EA	121778.490000	121778.49
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: 2022 Chrysler Pacifica w/ advanced safety features

Extended Description:

2022 Chrysler Pacifica w/ advanced safety features and modifications.

	Document Phase	Document Description	Page 3
DRS2200000005	Draft	2022 Chrysler Pacifica w/ advanced safety features	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney

General's Office (Attorney General approval is as to form only).

☒ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☒ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

Revised 04/01/2022

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐☐☐☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 - 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 - 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title) Chad Edwards , MANAGER
(Printed Name and Title) Chad Edwards , MANAGER
(Address) 146 STECKLIN RD, HURRLANE, WV 25526
(Phone Number) / (Fax Number) PH: 304-727-9478 / FAX: 304-201-0198
(email address) Chad @ TMSERVICES.COM

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through WV OASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

TOTAL mobility SERVICES
(Company)
Chad Edwards , MANAGER
(Authorized Signature) (Representative Name, Title)
CHAD EDWARDS MANAGER 5-6-22
(Printed Name and Title of Authorized Representative) (Date)
PH: 304-727-9478 FAX: 304-201-0198
(Phone Number) (Fax Number)
Chad @ TMSERVICES.COM
(Email Address)

REQUEST FOR QUOTATION
WHEELCHAIR CONVERSION VAN

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Rehabilitation Services to establish a contract for the one-time purchase of a 2021 or 2022 Chrysler Voyager LXI Conversion Van with Modifications, or equal, for use as a Driving Evaluation Vehicle. This vehicle will be utilized to provide driving evaluations and training for individuals with disabilities.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item”** means 2021 or 2022 Chrysler Voyager LXI Van with Modifications, or equal, as more fully described by these specifications.
 - 2.2 **“Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
3. **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 Vendor shall provide one new 2021 or 2022 Chrysler Voyager LXI Conversion Van, or equal. This version is acceptable due to lower models’ inability to be modified for the type of conversion required for a Driving Evaluation Vehicle. To meet the following requirements:
 - 3.1.1.1 Minimum 3.6L engine, regular unleaded fuel.
 - 3.1.1.2 Minimum 9 speed automatic w/OD transmission.
 - 3.1.1.3 Minimum seating capacity for seven (7).
 - 3.1.1.4 Must include multi-zone air conditioning.
 - 3.1.1.5 Floor mats not required due to converted floor.
 - 3.1.1.6 Minimum wheelbase 121.6”, minimum length 203.8”.
 - 3.1.1.7 Aluminum wheels 17 x 7.
 - 3.1.1.8 Standard warranty, minimum 3 years/36,000 miles Basic, Drivetrain minimum 5 years/60,000 miles, Corrosion minimum 5 years/unlimited miles, Roadside Assistance minimum 5 years, 60,000 miles.
 - 3.1.1.9 Staff to consult with vendor during conversion process and inspect vehicle prior to delivery to confirm fluid levels, full tank of gas, tire pressure, cleanliness (vendor to wash exterior and interior), provide owner’s manual and temporary license plate.

**REQUEST FOR QUOTATION
WHEELCHAIR CONVERSION VAN**

3.1.2 Vehicle must meet minimum ingress and egress dimensions, per verifiable manufacturer literature, as follows:

- Front Headroom 40.1"
- Front Legroom 41.1"
- Front Shoulder Room 63.8"
- Front Hip Room 59"
- Second Row Headroom 39.6"
- Second Row Legroom 39"
- Second Row Shoulder Room 63"
- Second Row Hip Room 64.8"
- Third Row Headroom 38.7"
- Third Row Legroom 36.5"
- Third Row Shoulder Room 61.2"
- Third Row Hip Room 49.5"

3.1.3 New 2021 or 2022 Chrysler Voyager LXI Van, or equal, must be compatible with the below described adaptive equipment. All adaptive equipment must be compatible with itself and the van.

3.1.4 All adaptive equipment shall include a one-year warranty to cover all parts and labor.

3.1.5 Exterior color shall be white and interior color shall be black, brown or dark tan.

3.1.6 Vehicle seats shall be leather or vinyl for easy cleaning.

3.1.7 Vendor shall provide and install the following adaptive equipment on the 2021 or 2022 Chrysler Voyager Van, or equal:

3.1.7.1 Braun XT lowered floor conversion with Power Fold Out Ramp and Power Kneel, or equal, to meet the following requirements:

3.1.7.1.1 Any exposed surfaces after removal of existing seating and interior panels, in preparation of the modification, must be completely covered for protection from damage during the conversion process. Any damage shall be replaced or repaired prior to delivery.

**REQUEST FOR QUOTATION
WHEELCHAIR CONVERSION VAN**

- 3.1.7.1.2** Interior paneling must be installed for a seamless blend between the original vehicle and the wheelchair van conversion.
 - 3.1.7.1.3** Fold-out ramp shall be high-strength metal and installed on passenger slide door area with minimum 1,000lb capacity.
 - 3.1.7.1.4** Upon installation of the ramp, rear bench seat shall be re-installed and driver and front passenger seats shall be mounted on raised platforms, with the power seat base in the driver station. Both seats to be easily removable by staff without tools.
 - 3.1.7.1.5** Entire floor shall be lowered to allow wheelchair use to drive, or ride as a passenger in the front row or mid row seating.
 - 3.1.7.1.6** Usable ramp width must be a minimum 30" wide (does not include "lips" at either side of ramp). Door width to be minimum 31" wide.
 - 3.1.7.1.7** Must meet ADA wheelchair ramp slope requirements.
 - 3.1.7.1.8** Ramp must have automatic power that requires no lifting or bending to deploy. Must include power backup system in the event of a power failure and be able to be opened manually, if needed.
 - 3.1.7.1.9** Must include fold down backseat footrest for passenger comfort.
 - 3.1.7.1.10** Must have minimum 56" usable doorway height at ramp entry. Width of interior at B pillars shall be minimum 62.25"
 - 3.1.7.1.11** Custom molded ground effect panels shall be added to both passenger and driver sides to disguise the lowered floor extension.
 - 3.1.7.1.12** Must include manufacturer's standard warranty.
- 3.1.7.2** Van shall be equipped with the following adaptive equipment:
- 3.1.7.2.1** Tarsus Instructors Electronic Gas & Brake, or equal, installed on the passenger side. Must be low profile design, powder coated metal, brake arm adjusts 70 degrees, self-aligning pulleys, secondary spring on driver's side, safety lock out pin, cable retaining nut, adjustable pedal height, rigid steel construction with aircraft grade cables for brake,

**REQUEST FOR QUOTATION
WHEELCHAIR CONVERSION VAN**

- adjustable cable angle. Dash mounted switch to turn on and off instructor's accelerator pedal. Gas pedal must be electronically integrated with OEM gas pedal.
- 3.1.7.2.2** Red Brake Indicator Light installed in the passenger station visible to the instructor only. Final location to be determined with Division of Rehabilitation Certified Driver Rehabilitation Specialist (CDRS) at time of the vehicle modification.
- 3.1.7.2.3** Instructor's Rear View Mirror installed near to OEM rearview mirror on front windshield. Final location to be determined with CDRS at time of the vehicle modification.
- 3.1.7.2.4** Instructor's Eye Check Mirror, rear view mirror style, installed on lower center of windshield. Final location to be determined with CDRS at time of the vehicle modification.
- 3.1.7.2.5** Suregrip FeatherLite, or equal, quick disconnect Hand Controls with City Mode (City Mode activated by depressing a button to reduce throttle by 50%, orange LED notification of City Mode active status), rounded metal push button for hand control system utilizes OEM vehicle electronic signal to manipulate the throttle; OEM gas pedal no longer functions when the featherlight system is activated. Hand controls to include the following for both left and right-side applications:
- A. Push/Rock
 - B. Push/Right Angle
 - C. Push/Twist
 - D. Push/Pull
- 3.1.7.2.6** Suregrip UH360 Spinner Knob, or equal, to include turn signals, horn, dimmer, washer/wipers. Switch is customizable with a combination of pushbuttons or 5-way joystick, as needed. Spinner knob shall be weighted so that when the knob is released, it will return to vertical position.
- 3.1.7.2.7** Suregrip RF 360 Spinner Knob, or equal, to include turn signals, horn, dimmer, washer/wipers. Knob allows instant access to secondary function needs. Knob shall have rubberized top for sure grip.
- 3.1.7.2.8** Suregrip AVQ System, or equal, with one button to control Turn Signals, Horn, Washer/Wipers, Dimmer. Multicolored LED display provides 1-2 button scanning with audio-visual feedback. When activation button is pressed, system scans

**REQUEST FOR QUOTATION
WHEELCHAIR CONVERSION VAN**

- through programmed functions, additional button press activates currently scanned function. Shall include large external speaker. System shall be fully programmed upon installation but have the ability to be programed by field staff.
- 3.1.7.2.9 Suregrip Remote Button Switch, or equal, with 4 or 5 Buttons in consultation with the CDRS. Must include minimum 1" diameter buttons in a mounted enclosure. Number of buttons and button colors can be customized to meet specific client needs. Must allow secondary activation with a customizable wireless box. Switch to include Turn Signals, Horn, Dimmer, Washer's Wiper, Emergency Flashers**
- 3.1.7.2.10 Suregrip or equal, Steering Wheel Attachments - to include the following:**
- A. Spinner Knob with clamshell base to distribute clamping force with quick release.**
 - B. Single Pin with metal construction and foam/rubber comfort grip.**
 - C. Tri-pin with metal construction and foam/rubber comfort grip.**
 - D. Five Pin with metal construction and foam/rubber comfort grip.**
 - E. Amputee Ring with metal construction and foam/rubber comfort grip.**
 - F. V Grip with metal construction and foam/rubber comfort grip.**
 - G. Palm Grip with metal construction and foam/rubber comfort grip.**
 - H. Counter- Weight with metal construction and foam/rubber comfort grip.**
- 3.1.7.2.11 Suregrip FeatherLite Left Foot Accelerator, or equal. Must be floor mounted pedal with an activation button tied into OEM to default to factory operation to ensure vehicle safety of untrained drivers.**
- 3.1.7.2.12 Suregrip Turn Signal Crossover Lever, or equal, to allow operation of the signal function from the right side of the steering wheel.**
- 3.1.7.2.13 Compatible Pedal Extensions must include 6" - 12" to extend OEM pedals**

**REQUEST FOR QUOTATION
WHEELCHAIR CONVERSION VAN**

- 3.1.7.2.14** BraunAbility B&D 6-Way Transfer Seat Base, or equal, driver station. Must include up, down, forward, backward and rotate positions. Power Seat base must be easily removable by evaluator with no tools to allow access for a driver that uses a wheelchair. Must include a Transfer Seat with minimum 17.5" travel horizontal, minimum 6.25" travel vertical, minimum 100 degrees swivel positions, minimum weight capacity 500 lbs. per occupant. Must include control box to operate. Vehicle must be able to be driven in any up/down seat position. Includes concealment of scissor legs for safety.
- 3.1.7.2.15** Sure Grip Steering Wheel Extension, or equal. Ability to be installed by an evaluator when necessary.
- 3.1.7.2.16** SureGrip V Grip Handle for Suregrip Push/Right Angle and Push/Rock Hand Controls, or equal, to allow people with limited grip to utilize hand controls.
- 3.1.7.2.17** Must include OEM seatbelt extenders in all available sizes.
- 3.1.7.2.18** Must have Rubber Flooring throughout entire lowered floor conversion.
- 3.1.7.2.19** Must include AUTO-BAHN Blind Spot convex mirrors, or equal, installed on or near "A" pillars/dashboard inside of the vehicle, both driver and passenger side. Mirrors must be adjustable. Final location to be determined with CDRS at time of installation.
- 3.1.7.2.20** HERCULES auxiliary wide angle convex side view mirrors, or equal, both driver and passenger side. Final installation to be performed by Agency as needed. Wide angle convex mirror to expand field of view to a minimum 2.5x/li. Mirrors to attach to existing OEM side mirrors using bracket clamps.
- 3.1.7.2.21** Manual Tie Down Anchor Points in driver station to allow a driving evaluator to manually tie down an individual's power chair in the driver station.
- 3.1.7.2.22** Power Parking Brake - If the vehicle does not have an OEM electronic Parking Brake from the factory. Final location to be determined with CDRS at time of the vehicle modification.
- 3.1.7.2.23** IDS Evaluator Steering Tool (EST), or equal, to include firewall harness to protect steering system to allow individuals with reduced strength to safely operate a steering wheel. This system allows the driving evaluator to reduce the

**REQUEST FOR QUOTATION
WHEELCHAIR CONVERSION VAN**

steering from OEM strength and multiple points between to zero effort via an included mobile device.

3.1.7.2.24 Mobility Innovations Rotary Style Gear Selector, or equal, to allows a person with limited hand function to operate a gear selector.

3.1.7.2.25 Mobility Innovations "The Jimmy" Seat Buckle Assist, or equal, for Chrysler Voyager to allow a person with limited hand function to use a seatbelt.

3.1.7.2.26 Johnson Hand Controls for Chrysler Pacifica Shift Extension, or equal, to extend the reach of the rotary style gear selector for individuals with limited reach in hand function (this fits the Voyager also but is labeled by the manufacturer as Chrysler Pacifica)

3.1.7.2.27 This vehicle must include four (4) ignition keys.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Page: Vendor should complete the Pricing Page by inserting the lump sum price on the wvOasis Price pages. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**REQUEST FOR QUOTATION
WHEELCHAIR CONVERSION VAN**

6. DELIVERY AND RETURN:

- 6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within six months after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at 10 McJunkin Road, Nitro, WV 25143.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.
- Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.
- 6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7 VENDOR DEFAULT:

- 7.1** The following shall be considered a vendor default under this Contract.
- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.

**REQUEST FOR QUOTATION
WHEELCHAIR CONVERSION VAN**

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.



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Harrisburg, PA. 17111
717-558-4301
717-558-4303 Fax

5411 Yukon Ct. Ste. B
Frederick, MD. 21703
240-490-7840
240-490-7843

146 Stricklin Rd
Hurricane, WV 25526
304-727-9478
304-201-0198 fax

Estimate

Estimate #

30566

Date

3/21/2022

Division Of Rehab Services
10 McJunkin Rd.
Nitro, WV 25143
304-760-7166

Ship To

Division Of Rehab Services
10 McJunkin Rd.
Nitro, WV 25143
304-760-7166

Terms

Rep

Special Terms

CE

Item	Description	Qty	Total
Misc Truck	2022 Chrysler Pacifica Touring L W/ Advanced Safety Features Exterior Color: White Interior Color: Black / Alloy	1	45,000.00
XT-R	2020-2022 Chrysler Voyager Power Foldout XT - with Rubber Flooring Extra Height (56" Entry Door Height), Lowered Floor, Power Door, Power Folding Ramp, Power Kneeling System, Remote Entry, Cantilevered Step & Roll Driver/Passenger Front Seats	1	34,050.00
FREIGHT OUT	Shipping and Handling	1	1,250.00
MISC SALES TAX P...	SALES TAX PD TO WV MOTOR VEHICLES	1	2,782.80
MISCDP (WV)	WEST VIRGINIA DEALER PROCESSING FEE	1	250.00
MISCTT (WV)	WEST VIRGINIA NEW TAG AND TITLE	1	150.00
C62D-PB-XT-180-HP...	REMOVABLE 6-WAY DRIVERS SIDE TRANSFER SEAT FOR BRAUN CHRYSLER PACIFICA / VOYAGER FOLDING RAMP WITH HAND HELD PENDANT & SWITCH BOX	1	4,065.60
Misc Mobility Vehicle...	FeatherLite 4-Pack: Left Side Usage- Quick Disconnect Hand Controls Push Rock, Right Angle, Push Pull, Twist Grip #FLQD-4PK	1	2,156.00
Misc Mobility Vehicle...	FeatherLite 4-Pack : Right Side Usage- Quick Disconnect Hand Controls Push Rock, Right Angle, Push Pull, Twist Grip #FLQD-4PKRS	1	2,156.00
SCM-CITY-HUR	CITY MODE BUTTON FOR FEATHERLITE	1	195.00
SH103-FDK	AIR BAG SHUNT #SH103	1	123.75
Misc Mobility Vehicle...	Customized Hand Control Storage Rack	1	300.00
Misc Mobility Vehicle...	Sure Grip Electronic Left Foot Accelerator Pedal Kit W/ Quick Disconnect #FLPED-QD	1	460.00
A710-FDK	V-GRIP FOR PUSH /RIGHT ANGLE / ROCK CONTROLS	1	244.00
MISC NON INVENT...	Quad Grip - Wrist Support For Push Right Angle #A712	1	210.00
Misc Mobility Vehicle...	RF360 - Black Kit W/ SSM Includes 6 Function Packs R/L Turn, Wipe/Wash, Horn, Dimmer #	1	1,501.50
Misc Mobility Vehicle...	UH360 Double Button Knob Only	1	644.00
Misc Mobility Vehicle...	UH360 Double Joystick Only	1	644.00
Misc Mobility Vehicle...	S100.AVQ Audio Visual Queue Scan System - Full Assembly	1	1,380.00

ACCEPTANCE SIGNATURE

Subtotal

25% restocking fee on all parts - all freight will be paid in full.

Sales Tax (6.0%)

Website -- www.tmservices.com

Total

Total Mobility Services

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717-558-4301
717-558-4303 Fax

5411 Yukon Ct. Ste. B
Frederick, MD. 21703
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Estimate

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Ship To

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Nitro, WV 25143
304-760-7166

Terms

Rep

Special Terms

CE

Item	Description	Qty	Total
A302-HUR	Turn signal crossover #A302-N	1	258.00
A600-HUR	CUSTOMIZED SPINNER KNOB	1	135.00
A700	PALM GRIP SPINNER	1	202.50
A701-FDK	TRI-PIN SPINNER	1	230.00
A702	Single Post Spinner Knob	1	146.25
A703-FDK	AMPUTEE RING SPINNER	1	146.25
A704-FDK	V-GRIP SPINNER	1	191.25
Misc Mobility Vehicle...	#A719 Counterweight	1	135.00
Misc Mobility Vehicle...	#A720 5- Pin Spinner Knob	1	460.00
A912EK-FDK	MULTI-PACK 10", 12", 14" STEERING WHEELS & 2", 3", 4", 5", 6" EXPANDERS	1	772.80
A211-FDK	"TARSUS" PASSENGER SIDE GAS / BRAKE SYSTEM #A211	1	1,286.16
Misc Mobility Vehicle...	WIRELESS 4-WAY BUTTON KIT #WIRELESS 4 WAY	1	465.00
Misc Mobility Vehicle...	MODIFIED PACIFICA COMBINATION SWITCH ASSEMBLY #S108	1	1,102.16
Misc Truck	AUTOBAHN CONVEX SPOT MIRRORS SET OF 2	1	75.00T
Misc Truck	HERCULES AUX WIDE ANGLE MIRRORS SET OF 2	1	75.00T
Misc Truck	INSTRUCTOR REAR VIEW MIRROR	1	40.00T
Misc Truck	EYE CHECK MIRROR	1	40.00T
Misc Truck	RED LED BRAKE LIGHT INDICATOR KIT	1	50.00T
Misc Mobility Vehicle...	GAS / BRAKE PEDAL EXTENSIONS: FLOOR MOUNTED: FOLDABLE: ADJUSTABLE 6 - 12 INCHES	1	1,354.24
Q5-7571-A-HUR	Oval Floor Pocket "L" Track FOR DRIVERS POSITION	4	120.60
Misc Mobility Vehicle...	IDS EVALUATOR ADJUSTABLE STEERING TOOL #EST-2000	1	8,972.00
	Pricing up Dated 4-23-22		
Mob Install	LABOR TO INSTALL MOBILITY EQUIPMENT	45	5,625.00
FREIGHT OUT	Shipping and Handling	1	500.00
Misc Mobility Vehicle...	" THE JIMMY' SEAT BELT / BUCKLE ASSIST	1	278.63
Misc Truck	OEM / EQUIVALENT SEAT BELT EXTENSIONS 6", 9", 12" KIT	1	100.00T
69482	ROTARY GEAR SELECTOR CHRYSLER PACIFICA	1	215.00
PAC450/475-HBG	CHRY PACIFICA ACCESSORY SHIFTER EXT	1	240.00

ACCEPTANCE SIGNATURE

Subtotal

25% restocking fee on all parts - all freight will be paid in full.

Sales Tax (6.0%)

Website -- www.tmservices.com

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814-629-9935
814-629-9937 Fax

7917 Derry St. Ste. 124
Harrisburg, PA. 17111
717-558-4301
717-558-4303 Fax

5411 Yukon Ct. Ste. B
Frederick, MD. 21703
240-490-7840
240-490-7843

146 Stricklin Rd
Hurricane, WV 25526
304-727-9478
304-201-0198 fax

Estimate

Estimate #

30566

Date

3/21/2022

Division Of Rehab Services
10 McJunkin Rd.
Nitro, WV 25143
304-760-7166

Ship To

Division Of Rehab Services
10 McJunkin Rd.
Nitro, WV 25143
304-760-7166

Terms

Rep

Special Terms

CE

Item	Description	Qty	Total
Misc Truck	2 ADDITIONAL OEM KEY FOBS EQUALING 4 IN TOTAL programming included	1	1,000.00T
	NO- CHARGE ITEMS		
Misc Mobility Vehicle...	BRK526 2017 -UP PACIFICA BRACKET	1	0.00
Misc Mobility Vehicle...	30A203 BRAKE EXTENSION ASSEMBLY " PACKAGE"	1	0.00
Misc Mobility Vehicle...	QD ELECTRONICS PACK FOR 2021 VOYAGER	1	0.00
Misc Mobility Vehicle...	APC02.243156 APC02 CONFIG 243156 in an ICM.M	1	0.00

ACCEPTANCE SIGNATURE

Subtotal

\$121,778.49

25% restocking fee on all parts - all freight will be paid in full.

Sales Tax (6.0%)

\$82.80

Website -- www.tmservices.com

Total

\$121,861.29