

**WorkplaceNL
2019-13-T
Truck with Custom Modifications**

WorkplaceNL

Health | Safety | Compensation

**Tender: 2019-13-T
Truck with Custom Modifications**

Issue Date: March 11, 2019

Closing Date: March 25, 2019 at 2:00pm (NL Time)

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SECTION 1 – SCOPE OF WORK AND SPECIFICATIONS

1.1 INTENT

The Workplace Health, Safety and Compensation Commission (WorkplaceNL) invites submission on the tender call for a Truck with Custom Modifications for an Injured Worker with specific mobility requirements.

The identification of the truck will be determined by the needs of the Injured Worker established through an assessment by an appropriate provider as approved by WorkplaceNL and per policy. The prescribing therapist's contact information will be provided to the successful bidder.

The truck order will be placed with the successful bidder via a purchase order issued by WorkplaceNL. Invoicing of the truck will be directly by the successful bidder as per the tender award price and/or discount. The manufacturer must honour all warranties and terms and conditions through the approved service provider.

1.2 OVERVIEW

WorkplaceNL provides services to employers, injured workers and their dependents, and the public through the administration of the *Workplace Health, Safety and Compensation Act* (the Act). These services include promoting workplace health and safety in order to prevent and reduce workplace injuries and occupational disease. WorkplaceNL also works to ensure injured workers receive the best care possible and the benefits to which they are entitled; and facilitates recovery and return-to-work in an early and safe manner. In addition, WorkplaceNL administers an employer classification and assessment system, and must ensure adequate funding for services through sound financial management.

WorkplaceNL is organized along four main functional areas: 1) worker services; 2) employer services; 3) corporate services; and 4) financial services. These functional areas support the organization's three main lines of business:

1. Education on the prevention of workplace injuries, illnesses, and occupational disease;
2. Claims management for injured workers; and
3. Employer assessments (insurance coverage).

WorkplaceNL provides medical aid benefits to injured workers in accordance with Health Care Entitlement Policy HC-13. When medically necessary, WorkplaceNL provides vehicles with custom modifications to injured workers with specialized needs due to a work-related or compensable injury. The custom modifications are required to address the injured worker's specific mobility, driving and transferring requirements that cannot be addressed with an unmodified vehicle.

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1.3 SPECIFICATIONS

1.3.1 Base model or lowest price model truck that includes the following features:

- (a) full size, three-quarter-ton heavy duty
- (b) diesel engine
- (c) automatic transmission
- (d) standard 6.5 foot bed
- (e) 4-door cab
- (f) 4-wheel drive
- (g) maximum ground clearance of 8.8 inches
- (h) 40/20/40 bench-style front seats with a flip back center console
- (i) remote start
- (j) power package
- (k) front and rear air conditioning and heat
- (l) minimum 10,000 lb. towing capacity package
- (m) non-premium paint colour

1.3.2 Accessibility Conversion

- (a) Adapt Solutions LINK transfer seat base attachment or equivalent for driver's seat to facilitate transfer to and from the wheelchair

1.3.3 Fastening System to secure wheelchair in the back of the truck

- (a) Bruno Out-Rider Pul 1100 Crane System or equivalent with transfer attachment with 200 lb. lifting capacity to lift wheelchair (Permobil Tilite ZRA wheelchair, 26" wide) into the truck bed
- (b) Clock Conversions AccessATop automated cap or equivalent to protect wheelchair and seating system from the elements in the truck bed

1.3.4 Driving Controls

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- (a) Sure Grip Featherlite driving controls or equivalent with brake assist
- (b) Sure Grip steering wheel spinner knob or equivalent

1.3.5 Warranty must include the following options

- (a) Dealer service must be available in St. John's, NL
- (b) Specialized equipment/customization maintenance must be available within the province of NL or one of the Atlantic provinces
- (c) Minimum three-year/60,000 km basic and five-year/100,000 km power train warranty
- (d) Must provide options for extended warranty
- (e) Must have roadside assistance

1.3.6 Additional information

- (a) All submissions must include detailed brochures or a website link to electronic brochures which clearly identify which options are available on the vehicle
- (b) All submissions must include written information on the extended warranty available
- (c) All submissions must include service/warranty availability for vehicle conversion (includes driving/braking controls, seat base system, fastening system, automated truck cap, etc.)
- (d) Price must include shipping and installation
- (e) A preventative maintenance schedule for the driving/braking controls, seat base, fastening system and truck cap should be provided to prevent mechanical problems

1.3.7 Training and Education

The successful Bidder must provide to the injured worker and the injured worker's spouse and/or caregivers, training for the use of the driving/braking controls, seat base system, fastening system and automated truck cap controls.

1.3.8 Vendors may subcontract out installation/modification of the vehicle to meet the specifications above

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The Bidder shall indicate in its submission all parts of the Tender that it will not perform itself and the name(s) of any and all contractors to whom it intends to entrust any part of the tender.

1.4 Quality of Goods

1.4.1 Unless otherwise stated in the Tender, all material included in the Bid must be new, first quality goods.

1.4.2 Where applicable, the end user must be provided with complete operation manuals, warranty registration forms, user licenses/authentications and/or other associated documentation normally provided by the manufacturer, reseller, installer and/or consultants.

1.4.3 The Bidder warrants that there are no patents, trademarks or other rights restricting the use, repair or replacement of the goods or services furnished or any part thereof. The Bidder agrees to indemnify and save harmless WorkplaceNL from and against all claims filed or prosecuted in any manner because of such use, repair, or replacement of the goods or services being a violation of any patent, trademark, or other right.

SECTION 2 – INSTRUCTIONS TO BIDDERS
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2.1 QUALIFICATIONS AND EXPERIENCE

The successful Bidder must possess the necessary knowledge, skill and experience to supply the truck with custom modifications and must meet the following mandatory criteria:

- The successful Bidder must have a proven record of providing the services tendered with a minimum of three (3) years' experience.

2.2 ELECTRONIC COPY OF DOCUMENT

2.2.1 WorkplaceNL reserves the right to modify the terms of the Tender by issuance of addenda at any time prior to closing. It is the responsibility of the Bidder to ensure that they monitor WorkplaceNL's website (<http://www.workplacenl.ca>) for any addendum to the Tender issued up to and including the closing date.

2.2.2 It is the Bidder's responsibility to ensure that they have received a complete set of documents. By submitting a Bid, the Bidder verifies that they have received a complete set of Tender documents including any and all addenda. All terms, conditions, and/or specifications stated or referenced in the Tender are assumed to be accepted by the Bidder and incorporated in the Bid.

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2.2.3 Bidders who have obtained the Tender electronically must not alter any portion of the document, with the exception of applying any addendum issued by WorkplaceNL.

2.3 QUESTIONS AND CLARIFICATION

2.3.1 All inquiries related to this Tender must be directed in writing by March 19, 2019 by email to:

Pamela Meaney
E-mail Address: pamela.meaney@workplacnl.ca

2.3.2 All questions should include the Bidder's name and address, contact person's name, telephone number, fax number and email address, and the reference to the specific section and page number of the Tender in question.

2.3.3 To the extent that WorkplaceNL considers that the answer to the question may assist in the preparation of a Bid, WorkplaceNL will post an addendum on its website which will be part of the Tender. WorkplaceNL may not answer a question where WorkplaceNL considers the information requested is not required to prepare a Bid, or where the answer to the question posed may be found in the Tender. No responses shall be binding upon WorkplaceNL unless made in writing. Information obtained from any other source is not official and may be inaccurate and it is not binding.

2.4 CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

2.4.1 Information pertaining to WorkplaceNL obtained by the Bidder as a result of participation in this Tender and/or negotiations with WorkplaceNL, if any, is confidential and shall not be disclosed without prior written authorization from WorkplaceNL.

2.4.2 The Tender and any supplementary document or portion thereof is proprietary information, and must not be used by the Bidder without the permission of WorkplaceNL, other than for the submission of Bids.

2.4.3 All Bids submitted become the property of WorkplaceNL. By submitting a Bid, the Bidder hereby grants WorkplaceNL a license to distribute, copy, print, or translate the Bid for the purposes of the Tender. Any attempt to limit WorkplaceNL's right in this area may result in rejection of the Bid.

2.4.4 The procurement process is subject to the *Access to Information and Protection of Privacy Act, 2015*, S.N.L 2015 c. A-1.2, as amended (*ATIPPA*). The Bidder's Bid package may be subject to disclosure under the *ATIPPA*. By submitting a Bid, the

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Bidder agrees to the appropriate disclosure of the information supplied, subject to the provisions of the governing law. WorkplaceNL cannot guarantee the confidentiality of the content of any Bid after the closing date. WorkplaceNL shall not be liable to any Bidder for any claim, direct or indirect, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever incurred by the Bidder as a result of disclosure pursuant to the *Access to Information and Protection of Privacy Act*, 2015, S.N.L. 2015, c. A-1.2, as amended.

2.4.5 By submitting a bid, the Bidder agrees that it has identified any specific information in its bid that may qualify for an exemption from disclosure under subsection 39(1) of the *ATIPPA*. If no specific information has been identified it is assumed that, in the opinion of the Bidder, there is no specific information that qualifies for an exemption under subsection 39(1) of the *ATIPPA* and information may be released without further notice.

2.4.6 The financial value of a contract resulting from this procurement process will be publically released as part of the award notification process.

2.6 NO CLAIMS BY BIDDER

2.6.1 By participating in the process outlined in this Tender document, the Bidder consents to the procedures as described in this Tender.

2.6.2 By submitting a bid, each Bidder irrevocably waives any claim, action or proceeding against WorkplaceNL, including without limitation any judicial review or injunction application, or against any of WorkplaceNL's employees, advisors or representatives for damages, expenses or costs including costs of bid preparation, loss of profits, loss of opportunity or any consequential loss for any reason including: any actual or alleged unfairness on the part of WorkplaceNL at any stage of the procurement process; if WorkplaceNL does not award or execute a contract; or, if WorkplaceNL is subsequently determined to have accepted a noncompliant bid or otherwise breached or fundamentally breached the terms of this procurement.

2.7 CONFLICT OF INTEREST

2.7.1 The Bidder, its employees, officers, associates and/or approved sub-contractors shall not and will not have any conflict of interest (actual or potential) in submitting its Bid or, if selected, in providing services under the agreement. Where applicable, the Bidder must declare in its Bid any situation that may be a conflict of interest in submitting its Bid or, if selected, with the contractual obligations under the agreement.

2.7.2 If, at the sole and absolute discretion of WorkplaceNL, the Bidder, its employees, officers, associates and/or approved sub-contractors is found by WorkplaceNL to be

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in an actual or perceived conflict of interest either during the Tender or after award of the contract, WorkplaceNL may, in addition to any other remedies available at law or in equity, disqualify the Bid submitted by the Bidder or terminate the agreement.

- 2.7.3** Sub-contracting to any firm or individual whose current or past corporate or other interests may, in WorkplaceNL's opinion, give rise to an actual or perceived conflict of interest in connection with this Tender will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of the Tender.

2.8 AGREEMENT

- 2.8.1** The successful Bidder shall comply with the WorkplaceNL Standard Terms and Conditions attached hereto. To be eligible to provide services to WorkplaceNL, the successful Bidder shall initial all 5 pages of the WorkplaceNL Standard Terms and Conditions within the time frame established by WorkplaceNL.

- 2.8.2** Any awards made pursuant to this Tender process are subject to receipt by WorkplaceNL of the initialed WorkplaceNL Standard Terms and Conditions.

- 2.8.3** Claims made by the Bidder in the Bid will constitute Contractual warranties.

2.9 TENDER CLOSING AND DELIVERY

- 2.9.1** Bids must be in a sealed opaque envelope and/or sealed courier envelope clearly marked with the **Bidder's name, mailing address, and Tender number** and shall be addressed to the following:

<p>Tender 2019-13-T Truck with Custom Modifications Attention: Pamela Meaney, Buyer WorkplaceNL 146-148 Forest Road P.O. Box 9000 St. John's, NL A1A 3B8</p>

Bids must be received before 2:00 p.m. Newfoundland Time on March 25, 2019 at WorkplaceNL's St. John's office.

In the event that WorkplaceNL's St. John's office is closed due to poor weather conditions or other unscheduled closure, the Tender deadline will be extended to the next business day before 2:00 pm Newfoundland time.

- 2.9.2** Bids must be time and date stamped at the time of delivery to the "Tender Submission Box" located in the main lobby of WorkplaceNL's St. John's office. WorkplaceNL has provided an electronic timer by the box for this purpose. Faxed or

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electronic tenders **will not** be accepted. It is the Bidder's responsibility to ensure that the Bid has been time and date stamped and delivered to the Tender Submission Box. Couriers and taxicabs do not have access to the Tender Submission Box, and the onus is on the Bidder to confirm proper delivery to the Tender Submission Box.

- 2.9.3** Bidders will be solely responsible for the delivery of their Bids, in their entirety, in the manner and time prescribed. Bids, or any portion thereof, received after the closing time will be returned to the Bidder unopened. WorkplaceNL time clock will be deemed to be correct in the event of dispute.

2.10 BID INSTRUCTIONS

- 2.10.1** The Bidder must submit two (2) hard copies of the Bid and related documentation, including Appendix "A", Check List.
- 2.10.2** The Bidder must submit one copy of the attached Appendix "B", Bid Form, which must be signed by the Bidder or an authorized representative of the Bidder. If the Bidder is a corporation, the Bid must be signed by the authorized signing officer of the corporation.
- 2.10.3** It is essential that the Bid thoroughly addresses and completes each requirement identified in the Tender, as incomplete Bids may be declared "non-responsive". Bids that are improperly signed, conditional, illegible, obscure, or contain arithmetical errors, erasures, alterations, or irregularities of any kind may be considered invalid.
- 2.10.4** The Bid must include a written statement of the company history, including, but not limited to, the length of time in business, and the length of time providing modified vehicles of a similar size and scope AND/OR a written statement outlining the knowledge, skills and experience of the Bidder and describing how the Bidder meets the mandatory criteria listed in paragraph 2.1.
- 2.10.5** The Bid shall be accompanied by a list with a minimum of three (3) client references with appropriate contact information who can provide evidence of previous experience providing similar services with comparable scope and tender value. This list shall include the name of a contact person for reference purposes. References may be contacted as part of the review process. The list of references should exclude any potential references from WorkplaceNL.
- 2.10.6** The Bidder must describe the duration, type (e.g. on site, depot, ship-in or carry-in) and terms of the manufacturer's warranty on all goods. If the Bidder provides any additional/supplementary warranty coverage, the Bidder must describe this as well.
- 2.10.7** If warranties can be upgraded or extended, the Bidder must identify the upgrade costs separately. Do not include warranty upgrade or extension costs in the Bid

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price unless the Tender specifically states that the upgrade is a mandatory requirement.

- 2.10.8** The Bidder must acknowledge that they have read and understood any and all addenda in both the Appendix “A”, Check List and the Appendix “B”, Bid Form.
- 2.10.9** Shipping, cartage, lading, insurance and handling charges must be included in the total price. If these charges have not been stated specifically, it will be assumed that they have been included in the Bid price.
- 2.10.10** By submitting a Bid, the Bidder guarantees that, unless the Tender specifies otherwise, all components required to make the required equipment or system operable or to deliver the required services have been included in the Bid, or will be provided at no additional charge to WorkplaceNL.
- 2.10.11** While WorkplaceNL has tried to ensure the accuracy of the Tender, it is not guaranteed or warranted by WorkplaceNL to be accurate, nor is it necessarily comprehensive or exhaustive. WorkplaceNL will assume that all Bidders have resolved any questions they might have about the Tender and have informed themselves as to the existing conditions and limitations, site restrictions, etc. before submitting their Bids. Nothing in the invitation is intended to relieve Bidders from forming their own opinions and conclusions with respect to the matters addressed in the Tender.
- 2.10.12** Any error in the Bid is the responsibility of the Bidder. Submitted Bids may be amended prior to closing by submitting a complete new Bid clearly indicating it replaces the previously submitted Bid. Any such new Bid is subject to the requirements as outlined herein. The said new Bid replaces any other Bids previously submitted by the Bidder, and only the last of any new Bids received will be accepted.
- 2.10.13** Any Bid received in response to a Tender may be withdrawn by written request to WorkplaceNL, Pamela Meaney, Buyer, Finance, but cannot be withdrawn, altered or changed in any way after the Tender Closing Date. All requests for withdrawal, amendment or submission of a replacement Bid must be submitted in writing on company letterhead or equivalent, and be signed by the Bidder, an authorized representative of the Bidder or, if a corporation, an authorized signing officer of the corporation.

2.11 BID EVALUATION

- 2.11.1** Tender evaluation and award of contract will be done in accordance with the *Public Procurement Act*, S.N.L. 2016, c. P-41.001, as amended, and WorkplaceNL’s procedures.

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- 2.11.2** Tenders will be opened publicly at the WorkplaceNL building in St. John's, immediately following the Tender closing in accordance with the Public Procurement Regulations, as amended. The names of all Bidders will be provided at public opening.
- 2.11.3** WorkplaceNL reserves the right to non-disclosure of pricing submitted by Bidders during the public opening. All Bidders will be notified electronically of the Bidder names and Bid prices within two (2) business days of the public opening. This information is for reference purposes only, and a full Bid evaluation will be conducted to determine the preferred supplier.
- 2.11.4** The Bid shall remain open for acceptance and is irrevocable for a period of ninety (90) days after the Tender closing date.
- 2.11.5** WorkplaceNL reserves the right to waive any minor irregularity or non-compliance where such irregularity or non-compliance is not of a material nature in its sole and absolute discretion. Such minor irregularity or non-compliance will be deemed substantial compliance and capable of acceptance. WorkplaceNL will be the sole judge of whether a Bid is accepted or rejected.
- 2.11.6** WorkplaceNL, in its sole discretion, reserves the right to cancel the Tender without award. WorkplaceNL reserves the right to accept or reject any or all Bids in whole or in part. WorkplaceNL is not bound to accept the lowest or any Bid.
- 2.11.7** The Bidder may be required to demonstrate financial stability, authorization to provide the good/services being acquired, and/or regulatory agency approval, licensing or registration as needed, or otherwise clarify Bidder's capability to satisfy the Tender requirements. WorkplaceNL reserves the right to reject Bids from any Bidder that it feels is incapable of providing the necessary labour, materials, equipment, financing or management resources to perform the work or supply the goods in a satisfactory and timely manner.
- 2.11.8** WorkplaceNL, in its sole discretion, may assess the Bidders' experience and/or ability to provide the goods and/or services required and described in this Tender by checking the Bidders' references. A contract will not be awarded to any Bidder whose references, in the opinion of WorkplaceNL, are found to be unsatisfactory. WorkplaceNL reserves the right to obtain references from sources other than those provided in the Bid. WorkplaceNL reserves the sole discretion to determine whether the Bidder and its professional staff have the appropriate qualifications.
- 2.11.9** WorkplaceNL reserves the right to disqualify any Bidder if the Bidder has either breached an agreement and/or failed to provide satisfactory service and/or deliveries under any prior agreement with WorkplaceNL, in the sole opinion of WorkplaceNL.

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- 2.11.10** WorkplaceNL reserves the right to determine equivalency, and may require demonstrator or sample items in order to be able to evaluate the items proposed. WorkplaceNL will be the sole judge of equivalence.
- 2.11.11** Where applicable, all equipment must be certified by the appropriate regulatory agencies and/or must be approved by the appropriate Provincial agency.
- 2.11.12** Upon acceptance by WorkplaceNL, a written Bid acceptance will be forwarded to the successful Bidder.
- 2.11.13** In the event that the selected Bid(s) is higher than the budget approved by WorkplaceNL's Board of Directors, any awards made pursuant to this Tender process are subject to approval of the Board of Directors. In addition to any other rights of cancellation contained herein, WorkplaceNL, in its sole discretion, reserves the right to cancel this Tender without award should the Board of Directors not approve the award.

SECTION 3: GENERAL

- 3.1** Payment of invoices will be through direct deposit. The successful Bidder is required to meet WorkplaceNL's billing and accounting requirements. The successful Bidder shall invoice WorkplaceNL for the total cost of the vehicle and modifications. Invoices must be legible and clearly labeled with the successful Bidder's invoice number. The Bidder must acknowledge in the Appendix "A", Check List that the Bidder agrees to direct deposit.
- 3.2** The successful Bidder shall submit a separate, detailed invoice to WorkplaceNL for each Injured Worker who received services. The following information must be included on all invoices:
- vendor name and number,
 - purchase order number,
 - injured worker's name,
 - date of Services rendered,
 - number of hours worked,
 - service description,
 - invoice date,
 - invoice number, and
 - total invoice amount.

Invoices that do not include the referenced information will be returned to the successful Bidder, and payment may be delayed pending proper invoicing by the successful Bidder.

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- 3.3** This Tender, all Bids, and any agreement will be construed and interpreted in accordance with the laws of the Province of Newfoundland and Labrador.
- 3.5** The Bidder shall not use WorkplaceNL's name or logo or make reference to this Tender in any advertising copy or other promotional materials or messages without WorkplaceNL's prior written consent.
- 3.6** WorkplaceNL reserves the right to tender any services by invited tender or public tender, as deemed necessary.

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APPENDIX “A”

Check List to be completed and included with submission

Tender documents are completely read and understood	YES <input type="checkbox"/>	NO <input type="checkbox"/>
All addenda (if applicable) are completely read and understood	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Bid form signed and completed as required in the submission (Appendix “B”)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Checklist completed (Appendix “A”)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Written Statement of Company History included in the submission (2.10.4)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
List of references included in the submission (2.10.5)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Warranty Information on all Goods (2.10.6)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Extended warranty information included	YES <input type="checkbox"/>	NO <input type="checkbox"/>

The Successful Bidder must provide the following within fourteen (14) days of award:

- A list of employees, officers, associates and approved sub-contractor assigned to perform the services, including their job titles and qualifications as per Article 3 of WorkplaceNL Standard Terms and Conditions;
- Certificates of insurance as per Article 14 of WorkplaceNL Standard Terms and Conditions;
- Declarations of Confidentiality/Conflict of Interest signed by everyone who will perform services under the agreement as per Article 9 of WorkplaceNL Standard Terms and Conditions;
- Initialed WorkplaceNL Standard Terms and Conditions.

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APPENDIX "B"

Bid Form

Requirements	Price
Vehicle cost	\$
Accessibility conversion cost	\$
Fastening system cost	\$
Driving controls cost	\$
Extended warranty cost	\$
Delivery cost	\$
Subtotal	\$
HST	\$
Total	\$
Estimated delivery time	
Estimated time for modification	

Name of Bidder: _____

Address: _____

Telephone No.: _____ **Fax No.:** _____

E-mail address: _____

Dated at: _____ **this** _____ **day of** _____ **2019**

Authorized Signature

Witness Signature

Authorized Name (Printed)

Witness Name (Printed)

HST No.: _____

Direct Deposit **Agree** _____

Price Protection Period for 90 days **Agree** _____

I hereby acknowledge that I have read and understand any and all addenda **Agree** _____