

Reference Number RFT 00069

(Please refer to this number when making inquiries)

Δοςτιή	KN.9-	Issue Date: April 28, 2017		Closing I	Oate & Tim	ne:	May 15, 2017 15	5:00 EST		
Nunavut Housing Corporation Directorate Procurement & Contract Support 2 nd Floor, Building 1553, Federal Road P. O. Box 1000 – Station 1400				Tenderer's Name and Address:						
Iqalui	t, NU	X0A 0H0 :: (867) 979-4194		egistration # rer's Author						
-		n Briffett, Manager of Procurement 975-7200 Ext 7244	Name:							
Specia	al Instr	ffett@gov.nu.ca ructions:	E-mail	:						
FOB 1	Point:	community are the communities listed i								
be hai	nded o	er Appendix 'F' – Bidders are to use Des ff to NHC designated person within each	0		er for ea	ich comm	unity. Vehic	les are to		
 Supplementary Instructions to Tenderers: The NNI Policy applies to this RFT. Tenderers can download a copy at www.nni.gov.nu.ca/policy. All bids are subject to the Instructions to Tenderers attach herewith as Appendix A. To be considered, all Bids must be on this Bid Form and signed by the Tenderer's authorized representative in the space provided below. A completed and signed Declaration of Conformity must also be submitted as part of the Bid. <u>Tenderers must provide unit pricing for each item and calculate the total net bid price for all items offered on this Bid Form</u>. In the event of a conflict mathematical error, the unit prices shall govern. All prices bid must be in Canadian dollars exclusive of GST. The NHC does not pay Provincial Sales Taxes (PST). <u>Where unit prices are not provided for any of the line items, the bid will be deemed not Responsive and will be disqualified</u>. By signing this Bid Form and submitting a bid, the Tenderer hereby acknowledges and agrees that should their bid be accepted by the Buyer, they will be bout to deliver the goods described herein, at the prices tendered below, in accordance with the Purchase Order Terms and Conditions attached herewith as Appendice. 							e provided of a conflict or Sales Taxes will be bound			
ITEM		er is for mobile equipment, the provisions of Appendix C w	viii aiso app	DELIVERY DEADLINE	UNIT	PRICE	QUANTITY	TOTAL		
1	Light	Truck Extended Cab 4X4 as per Appendix 'E'			10					
2	4 Whee	el Utilitiy Multipurpose RTV as per Appendix 'C'			2					
3	Light T	ruck Crew Cab 4X4 as per Appendix 'D'			2					
Bidders are required to ship the vehicles as per the Government of Nunavut shipping contract.										
Specify	y Delive	ery Lead Time:								
THIS	THIS IS NOT A PURCHASE ORDER.									
Tende	rers's A	Authorized Representative (Signature)								

RFT Goods Tender & Purchase Order APPENDIX A - INSTRUCTIONS TO BIDDERS

(please refer to this number when making inquiries)

DEFINITIONS: For the purposes of this Request for Tenders and Purchase Order process

- "Bid" or "Tender" means an offer by a Bidder, to supply the goods requested by the NHC in this Request for Tenders (RFT) at i) the prices submitted by the Bidder on the Bid Forms provided herein, which will be subject to acceptance by the Buyer under the terms and conditions of this Appendix A.
- ii) "Bidder" means any legal entity in the business of supplying goods who may submit, or has submitted, a bid in response to this RFT:
- iii) "Buyer" means the representative, authorized by the Contracting Authority, to request Tenders and issue Purchase Orders on behalf of the NHC;
- iv) "Contract" or "Purchase Order" means the goods supply contract between the NHC and the successful Bidder as a result of this RFT. It will consist of the accepted Bid, signed by the Buyer, and the Purchase Order Terms and Conditions set out in Appendix B hereto, and any other limited terms, conditions or additional quantities as may be mutually agreed to between the Buyer and the Bidder, and will be identified as a Purchase Order. The resulting Contract will be issued to the Supplier by way of facsimile or electronic transmission and will automatically take effect upon the date of issue by the Buyer to the Supplier.
- "Contracting Authority" means the Minister, or Deputy Minister, of the department of Nunavut Housing Corporation within the v) Government of Nunavut (GN);
- vi) "NHC" means Nunavut Housing Corporation;
- vii) "Responsible" means, in relation to a Bidder, the capability in all respects to perform fully the Contract requirements and the integrity and reliability to assure performance of the Contract obligations;
- viii) "Responsive" means, in relation to a Bidder, that the Bidder has submitted a Bid which conforms in all material respects to the RFT:
- ix) "Supplier" means the legal entity Bidder who is responsible, and who has submitted the bid that is responsive, and after application of the NNI Policy is lower than that of any other Bidder, and is issued a Purchase Order as a result;

RULES FOR SUBMITTING

- 1. **BIDDERS MAY FAX TENDERS** in accordance with the following conditions:
 - Transmissions must be sent only to the fax number identified in the Closing Address and Location section of the Bid Form. a)
 - Transmissions must be received in their entirety on or before the exact time and date fixed for the receipt of quotes. For b) greater clarity, 'received in its entirety' means that all pages of the tender submission, including single page bids, must be fully printed by the receiving fax machine on or before the stated closing date and time, and such tender submissions will not be considered received until all pages of the fax transmission are completely printed.
 - c) It is the Bidder's sole responsibility to confirm with the Buyer that the transmission has been received in its entirety on or before the closing time.
 - While the NHC will undertake to handle fax submissions in a secure and confidential manner, it is impossible to guarantee d) the confidentiality of information contained therein; therefore, by faxing their bid, the Bidder waives any legal claim of confidentiality against the NHC.
 - The NHC shall not be held liable for any claim, demand or other actions for any reason should a facsimile transmission be e) illegible, garbled, incomplete, interrupted, not received in its entirety, received after stated closing time and date, received by any fax machine other than the one stated herein, or for any other reasons or risks associated with faxing tenders.
- **NEW NUNAVUT TENDERS BID BOX:** The NHC is offering vendors the option of submitting bids electronically for some, 2. but not all, tenders and requests for proposals, using the Nunavut Tenders website (http://www.nunavuttenders.ca). If this RFT is eligible for the Nunavut Tenders Bid Box, a "Submit" button will appear on the webpage. By using the Bid Box, Bidders are agreeing to the Terms of Use, which are linked to the Nunavut Tenders webpage.
- Due to limited bandwidth, file size restrictions and connectivity interruptions, Bids submitted by e-mail will not be accepted 3 under any circumstances, and will be rejected as misdirected Tenders.
- Bidders are required to complete the Bid Form and Declaration of Conformity in their entirety and submit them, and any other 4. required tender forms, to the closing address and location, or fax number stated therein, on or before the closing date and time stipulated on the face of the RFT bid form.
- Bidders must bid on each and every item listed or the bid will be non-compliant. 5.
- The GN reserves the right to accept Bids in whole or in part and award separate Contracts based on unit pricing.

- 7. Verbal responses to any question, whether by the Buyer or any other person, shall not be relied upon by the Bidder and shall not be binding on the Buyer or NHC.
- 8. The only authorized contact in relation to this RFT is the Buyer identified in the Buyer Information section on the Bid Form. Questions regarding this RFT should be in writing and received by the Buyer at least 2 working days before the closing date and time. A response to any question received after this deadline is not guaranteed.
- 9. The NHC reserves the right to make any amendment to this RFT at any time prior to the closing date and time, including amending the specifications and the closing date and time. In such an event the Buyer will endeavour to formally notify all Bidders by way of an addendum, or other reasonable means, as soon as practically possible prior to the tender closing date and time.
- 10. Unless otherwise stated, equivalents to the items detailed in this document are encouraged. Where materials are required to conform to "Standards Specification" (i.e., CSA, CGSB, ASTM), or are described by a trade name, model or manufacturer, this is for the purpose of establishing and defining the nature and minimum quality acceptable and is not meant to prevent Bidders from offering alternative goods; nor does it preclude the NHC from considering or accepting alternatives.
- 11. Bidders should provide, along with the Declaration of Conformity, all documents that clearly show that the alternative(s) offered are equal to, or exceed the standards specified. The NHC, in its sole discretion reserves the right to determine whether the alternative is compliant or not.
- 12. Where a "trade-in" is tendered in lieu of a specified item, it shall be identified in the Declaration of Conformity Bid form and the amount of credit offered for the trade-in must be stated separately from the quote offer for the required item(s). Trade-ins or alternatives may not necessarily be accepted. Bidders should question the Buyer in accordance with these Instructions.
- 13. In the case of an RFT for Mobile Equipment, the NHC has relied on information provided by manufacturers to develop a specification for equipment with a specific purpose. Should the Bidder determine that any option, specification, attachment or accessory is either not available or not recommended then the Bidder should advise the Buyer prior to the closing date and time.
- 14. Goods or equipment requested in this RFT shall be protected by a minimum twelve (12) month manufacturer's warranty and the NHC shall be the direct beneficiary of such warranty; therefore, Bidders are required to submit the particulars of all warranties as part of the Bid. Failure to provide warranty details, including costs, information on service depot, field and remote location, crew and service capabilities may result in the Bid being disqualified.
- 15. One of the priorities of the NHC is to ensure that Nunavut, Inuit and Local materials, equipment and labour are used in NHC contracts; therefore, the "Nunavummi Nangminiqaqtunik Ikajuuti (NNI Policy) applies to this RFT. The NNI Policy permits Nunavut, Inuit and Local adjustments to the bid amounts of companies listed in the GN's NNI Registry (<u>www.nni.gov.nu.ca/search</u>) or in the NTI Inuit Firm Database (<u>http://inuitfirm.tunngavik.com/search-the-registry/</u>). For the purposes of ensuring the correct bid adjustments are applied, Bidders should indicate their NNI and NTI Registration Numbers on the RFT Bid Form.
- 16. The Bidder warrants that its bid was submitted without collusion between itself and any other Bidder.
- 17. The GN's "Access to Information and Protection of Privacy Act (Nunavut) S.N.W.T. 1994, c. 20" (the Act) will define the NHC's responsibilities with respect to any information received by it pursuant to this RFT process. Subject to the Act and any applicable law, tenders and all related information shall be treated as confidential and shall not be disclosed to any person except with the consent of the Bidder or Supplier and to the extent disclosure is required to fulfill obligations under this RFT or pursuant to any applicable law.
- 18. The NHC's contracting activities are undertaken with public funds, and are therefore subject to public reporting requirements. Annually, the NHC releases a detailed Procurement Activity Report (PAR) which identifies the winning Bidder, the Purchase Order award method and award value along with other pertinent information.
- 19. Bidders may amend or withdraw their tender submission at any time before the stated closing date and time but not after. Amendments may be submitted by facsimile transmission in accordance with the provisions of rule 1 above, and should indicate only the applicable changes in such a manner that the total bid price is not revealed. If bidding via the Nunavut Tenders Bid Box is permitted, Bidders may upload a revised Bid.

RFT Goods Tender & Purchase Order APPENDIX A - INSTRUCTIONS TO BIDDERS

- 20. Late, incomplete or misdirected Bids will not be accepted.
- 21. The NHC is not liable for any costs of preparation or presentation of any Tenders. All Bids and accompanying documentation received by the NHC in response to this RFT shall become the property of the NHC and will not be returned.
- 22. Notwithstanding any other provision, a Bidder who submits a Bid in response to this RFT agrees that the NHC's liability for any claim for damages or compensation of any kind related directly or indirectly to a breach of contract or other cause of action arising from this RFT process, shall be limited to the Bidder's actual Bid preparation cost. Bid preparation cost is the actual cost borne by a Bidder to prepare and submit its response to this RFT. By submitting a Bid to this RFT a Bidder acknowledges and accepts this limitation.

SHIPPING AND PRICING

- 23. Prices must include all charges for containers, packing and cartage to the FOB point and the NHC shall not be bound to pay any additional separate freight or shipping charges not identified in the bid.
- 24. The Bidder will, where applicable, accurately state the gross shipping weight, as well as the height, width and length of any shipment, in metric terms.
- 25. Where one or more FOB points are identified in this RFT, prices and costs must be shown separately for each stated FOB point.
- 26. Freight rates shall be consistent with the GN's contracted air freight and sealift rates which are available from the Buyer on request. For goods requiring marine transportation, the sealift freight rates contracted by the GN with sealift carriers apply. For goods requiring air transportation, the GN's Standing Offer rates with air carriers apply. If additional information is required, it should be requested from the Buyer in accordance with the instructions herein.

EVALUATION AND AWARD

27. It is a condition of this RFT that any resulting contract award hereunder is subject to section 46 of the <u>Financial Administration</u> <u>Act</u>, as amended, which provides as follows:

"It is a condition of every Contract made by or on behalf of the government requiring an expenditure, that an expenditure pursuant to the Contract will be incurred only if there is a sufficient uncommitted balance in the appropriated item for the fiscal year in which the expenditure is required under the Contract."

- 28. Bids shall be opened as soon as practicable after the stated closing date and time. Bids may be opened at a public opening in which only the Bidder's name and price, amendments, and where applicable, bid security will be announced. Thereafter, Bids will be evaluated based upon the price, the responsiveness of the tender, the responsibility of the Bidder, and application of the GN's NNI Policy.
- 29. Bids received by the NHC on time shall, upon the closing date, remain valid, irrevocable and open for acceptance by the NHC for a period of ninety (90) days.
- 30. The NHC does not accept any condition, reservation, customary or otherwise, subject to which the Bidder may purport to sell, ship or deliver the goods other than those stated herein.
- 31. The lowest or any tender may not necessarily be accepted. If a Contract is to be awarded as a result of this RFT, it will be awarded to a compliant Bidder who is responsible, and has submitted a bid that after application of price adjustments permitted by the NNI Policy, is lower than that of any other Bidder.
- 32. The NHC reserves the right to make adjustments to a Bid following bid closing in accordance with the NNI Policy by taking into account any information that will assist it in doing so, including by taking into account information obtained from the NNI Business Directory maintained by the NNI Secretariat and the Inuit Firm Registry maintained by NTI. For greater certainty, if the NHC determines that a bidder should, or should not, receive a bid adjustment pursuant to the NNI Policy, it can adjust the evaluation of the bid accordingly.
- 33. The NHC reserves the right to accept or waive any minor informality or minor non-compliance with these Instructions to Bidders or other requirements; however, a substantial or material non-compliance shall not be waived.

RFT Goods Tender & Purchase Order APPENDIX A - INSTRUCTIONS TO BIDDERS

Reference Number

(please refer to this number when making inquiries)

- 34. The NHC reserves the right to cancel this RFT at any time during this process, and to revise and re-issue new or similar requirements thereafter, for any reason whatsoever, without incurring any liability; and no Bidder will have any claim against the NHC as a consequence.
- 35. Where the total Bid price is determined by unit pricing and estimated quantities, the Bid will be evaluated on the unit prices and estimated quantities rather than the total Bid price. The total bid price will be verified by the Buyer to confirm there are no mathematical errors in the Bidder's calculations. In the event of an error or discrepancy, the unit prices shall govern and the total Bid price shall be based upon the corrected mathematical calculation. The nature of the error will be considered in evaluating whether the bid is compliant.
- 36. The NHC reserves the option of requesting complete details of the Bidder's warranty particulars and service capabilities. Failure to provide information sufficient to satisfy the requirements of this RFT may result in the Bidder bid being deemed 'Not Responsible' and disqualified from further consideration.
- 37. A Bidder found to be lacking the responsibility or capability to assure proper performance of the Contract, or delivery of the goods, may be deemed 'Not Responsible' by the Contracting Authority for the purposes of this RFT. A Bidder who has defaulted on a Purchase Order for similar goods within the last twelve (12) months may also be deemed Not Responsible by the Contracting Authority and prohibited from future RFTs until such time as the Bidder can satisfy the NHC that it has corrected all documented deficiencies and grievances against it.
- 38. The <u>Electrical Protection Act, R.S.N.W.T. (Nu.) 1988, c. E-3</u> (Nunavut) prohibits the sale, installation or use of uncertified electrical products in Nunavut. Therefore, any items or products provided by the Supplier that are electrical in nature or that are operated by electrical energy or contain electrical components <u>must</u> be certified by the Canadian Standards Association (CSA).

(please refer to this number when making inquiries)

Declaration of Conformity

Material Conformity: The Bidder hereby acknowledges and agrees that the bid must be fully compliant with all mandatory requirements in order for the bid to be considered.

Substantial Conformity (Bidder Options & Substitutions): When an exception or alternative is proposed regarding a specified product, it will be evaluated to ensure that the performance capability meets the minimum requirements. The Bidder acknowledges and agrees that listing an exception or alternative does not necessarily constitute compliance with the specification, and that acceptance is subject to the NHC's satisfaction that the exception or alternative does not constitute a material non-compliance with a mandatory requirement. Bidders are strongly encouraged to seek pre-approval from the NHC prior to the stated Closing Date and Time.

NHC REQUIREMENTS/SPECIFICATIONS THAT WILL NOT BE MET BY SUBMISSION

The Bidder hereby identifies the following exceptions or alternatives to the products specified on page 1.

Item Reference #	Exception/Alternative	Performance Capability

If more space is required, photocopy and attach additional pages. Bidder should indicate the RFT Reference No., "Cont'd" and initial each additional page.

This declaration forms an integral part of the tender and shall be signed by the Bidder and included with the bid submission as per the Instructions to Bidders.

Signed by Bidder's Authorized Representative

Name & Title

Date

APPENDIX B – Purchase Order Terms & Conditions

(please refer to this number when making inquiries)

DEFINITIONS

- i) "Buyer" means the representative, authorized by the Contracting Authority, to request Tenders and issue Purchase Orders on behalf of the NHC;
- ii) "Contract" or "Purchase Order" means this goods supply contract between the NHC and the Supplier entered into as a result of a Request for Tenders (RFT). It consists of the accepted tender and the Terms and Conditions set out in this Appendix B hereto, and any other limited terms, conditions or additional quantities as may be mutually agreed to between the Supplier and the Bidder, and is identified as a Purchase Order. This Contract takes effect upon the date of issue by the Buyer to the Supplier.
- iii) "Contracting Authority" means the Minister, or Deputy Minister, of the department of Nunavut Housing Corporation (NHC) within the Government of Nunavut (GN);
- iv) "FOB" means Free on Board Freight Prepaid and indicates the location at which ownership and responsibility for the goods transfers to the NHC. For the purposes of this Contract, the Supplier shall be responsible for and bear all freight charges, own the goods in transit and will file any damages or claims incurred during shipping.
- v) "NHC" means the Nunavut Housing Corporation;
- vi) "Supplier" means the party to this Contract whose bid was accepted by the Buyer, and who, as a result, is now bound to supply the goods requested by the NHC at the prices tendered, under the Terms and Conditions herein;

GENERAL

- 1. This Contract shall be interpreted and governed in accordance with the laws of Nunavut and the laws of Canada as they apply in Nunavut.
- 2. It is a condition of this Contract that payment hereunder is subject to section 46 of the <u>Financial Administration Act</u>, as amended, which provides as follows:

"It is a condition of every contract made by or on behalf of the government requiring an expenditure, that an expenditure pursuant to the contract will be incurred only if there is a sufficient uncommitted balance in the appropriated item for the fiscal year in which the expenditure is required under the contract."

- 3. This Contract supersedes all previous communications, negotiations, representations and agreements, whether written or verbal and whether express or implied, unless expressly incorporated by reference in this Contract.
- 4. The NHC does not accept any condition, reservation, customary or otherwise, subject to which the Supplier may purport to sell, ship or deliver the goods other than those stated herein.
- 5. No employer-employee, principal-agent or partnership relationship of any kind, between the parties, is intended or deemed to be created by this Contract.
- 6. This Contract shall enure to the benefit of and be binding on the administrators, executors, successors and assigns of both parties.
- 7. Any clarification of, amendment to, or alteration of any term or condition of this Contract may be made mutually only by the Contracting Authority or their duly authorized delegate and the Supplier's duly authorized representative, and no other NHC or Supplier employee. Such clarification of, amendment to, or alteration of any term or condition of this Contract, including but not limited to subsequent increases in quantities of goods specified, shall be made and agreed to in writing prior to the agreed delivery time limit set out herein.
- 8. The Contracting Authority may delegate any of his/her authority and undertaking pursuant to this Contract to any other Minister, officer, employee or agent of the NHC.
- 9. The failure by either party to insist upon strict compliance with any part of this Contract shall not prejudice the party's right to insist upon strict compliance in the future.
- 10. In the event any provision of this Contract or any part thereof is declared to be unenforceable, the remainder of this Contract shall survive and remain in full force.
- 11. No waiver by either party of any part of the Contract shall be effective unless in writing and signed by both parties.

APPENDIX B – **Purchase Order Terms & Conditions**

(please refer to this number when making inquiries)

SUPPLIER'S RIGHTS AND OBLIGATIONS

- 12. At all times during the performance of this Contract, the Supplier shall abide by and comply with all laws, regulations, by-laws and policies of the NHC or Canada, as applicable, with regard to the sale, supply and delivery of goods.
- 13. The Supplier agrees to perform this Contract, formed as a result of an RFT process and resulting issuance of a Purchase Order, in full accordance with these terms and conditions and to the satisfaction of the NHC.
- 14. This Contract may not be assigned or sub-contracted by the Supplier, either in whole or in part, without the prior written consent of the NHC. It is acknowledged that in the case of certain contracts, it is obvious that certain portions of the goods might only be obtained by the Supplier from a third party and in such an instance it shall not be considered to be assigned or sub-contracted for the purpose of this article.
- 15. In consideration of the Supplier's full satisfactory delivery of the goods governed by this Contract, the NHC agrees to pay the Supplier, in full satisfaction, the sums tendered and agreed to as a result of the RFT process; subject only to the payment terms and conditions contained herein.
- 16. Delivery of the goods by the Supplier shall be made within the time limits and in the manner stipulated in these Contract documents, including any specifications attached herewith. Time and delivery shall be of the essence.
- 17. The Supplier will be responsible for obtaining all permissions, permits, rights, licenses and warranties from all agencies, levels of government and/or government departments, dealers or other suppliers, which may be necessary or required by any law in order for the Supplier to carry out the terms of this Contract.
- 18. All goods or materials supplied shall be new, of merchantable quality, free of any defects and deficiencies, fit for their intended purposes, and in complete conformance to the specifications, drawings, plans or samples specified in this Contract.
- 19. All goods supplied shall be subject to inspection and may be rejected, returned or re-supplied at the Supplier's sole expense if they are found to be not acceptable to the NHC, or not in accordance with the specifications of this Contract, and shall be returned to the Supplier.
- 20. The Supplier warrants that all materials delivered will be free from defects and conform to the specifications, drawings and samples specified by the Contract Authority; that this warranty shall survive any inspection, delivery, acceptance, or payment made by the Contract Authority of or for the materials and the purchaser may reject and return, at the risk and expense of the Supplier, any materials which are defective or do not comply with the said specifications, drawings and samples.
- 21. Title to any report, drawing, photograph, plan specification, model, prototype, pattern, sample design, logo, technical information, invention, method or process and all other property, work or materials which are produced by the Supplier in performing this Contract or conceived, developed or first actually reduced to practice in performing this Contract (herein called "the property") shall vest in the NHC and the Supplier hereby absolutely assigns to the NHC the copyright in the property for the whole of the term of the copyright.
- 22. Where applicable, installation shall include unloading materials, moving to site, assembly in accordance with floor plan, and fastening in place, as well as cleanup and clearing of site. Wherever possible, the use of local labour to aid in the installation phase, under the direct supervision of the Supplier, is encouraged.
- 23. The Supplier agrees that, if incorporated, in accordance with section 281(1) of the *Business Corporations Act*, S.N.W.T. (Nu.) <u>1996, c. 19</u> it will be registered with the Nunavut Corporate Registrar within 30 days of commencing business in Nunavut.

SHIPPING AND HANDLING

- 24. The Supplier shall ensure that any goods or materials classified as "DANGEROUS GOODS" pursuant to either the <u>Transportation of Dangerous Goods Act</u>, 1992, S.C. 1992, c. 34, (Canada), or the <u>Transportation Of Dangerous Goods Act</u>, 1990, R.S.N.W.T. (Nunavut), shall be properly packaged, labeled, and shipped in accordance with such Acts.
- 25. The RFT and PO Reference Number for this Contract must be clearly shown on all invoices, packing slips, express receipts, Bills of Lading, and on all packing cases and each separate piece of material, as well as all relevant correspondence.

APPENDIX B – Purchase Order Terms & Conditions

(please refer to this number when making inquiries)

- 26. The Supplier shall state gross shipping weight as well as height, width and length dimensions in metric on all packing slips, waybills or bills of lading.
- 27. The Supplier must conform to all Supplier responsibilities applicable under the Worksite Hazardous Materials Information System (W.H.M.I.S.) regulations, pursuant to the <u>Safety Act, R.S.N.W.T. 1988, c. S-1</u> (Nunavut) as amended.
- 28. The Supplier may be required to make the goods available for a pre-shipment inspection prior to any crating, containerization or any other form of packaging. The pre-shipment inspection shall be performed by the NHC or its agents at a predetermined location and shall not, in any event, constitute acceptance by the NHC. Acceptance shall only occur at final destination, upon receipt of the goods and final inspection satisfactory to the NHC.

INDEMNITY AND INSURANCE

- 29. The Supplier shall indemnify and hold harmless the NHC, its officers, employees, servants and agents from and against all claims, actions, causes of action, demands, losses, costs, damages, expenses, suits, settlements or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, arising out of or related to, directly or indirectly, the activities or performance of the Supplier under this Contract; including an infringement or alleged infringement of any kind of intellectual property right.
- 30. The Supplier shall be liable to the NHC for any loss or damage to property or equipment that is supplied to or placed in the care, custody or control of the Supplier for use in connection with the Contract whether or not such loss or damage is attributable to causes beyond the Supplier's control.

CONFIDENTIALITY

- 31. All information obtained from, supplied to, or otherwise concerning the NHC or any of its agents, employees, clients, contractors or suppliers, in the performance of this Contract, shall be and remain confidential. The Supplier shall take all necessary steps to maintain such confidentiality and secure such information at all times. The Supplier shall return or destroy all such confidential information immediately upon notice from the NHC, or in any event, upon satisfactory completion of this Contract.
- 32. The Supplier may be required, as a condition of this Contract, to sign a Non-Disclosure Agreement; without liability, cost or expense to the NHC.

TERMS OF PAYMENT

- 33. Provided all terms and conditions on the part of the Supplier have been complied with, each invoice, shall be paid thirty (30) calendar days after receipt of the invoice, or thirty (30) calendar days after delivery of the goods, whichever is later.
- 34. Provided all terms and conditions on the part of the Supplier have been complied with, invoices from a Nunavut Business, as defined by the NNI Policy, shall be paid twenty (20) calendar days after receipt of the invoice, or twenty calendar days after receipt of the goods, whichever is later.
- 35. In addition to its rights under this Contract, the NHC specifically reserves the following rights:
 - a) to deduct or set off any monies owed or due to the NHC from any monies owed to the Supplier under this or any other contract;
 - b) to do any act the NHC deems necessary to remedy or rectify any failure of the Supplier to perform its obligations under this Contract, and to set off the costs of such remedy or rectification from any monies owed to the Supplier under this or any other contract;
 - c) to hold back, in whole or in part, any payment due or becoming due to the Supplier without penalty, liability or expense in the event the Supplier is, in the opinion of the NHC, failing to perform its obligations under this Contract; until such time as the breach is cured to the full satisfaction of the NHC.
- 36. The hold back will be disbursed upon:
 - a) satisfactory delivery of the goods in accordance with this Contract;
 - b) all damaged items are replaced and/or repaired so that they are deemed to be in compliance with the specifications; or
 - c) upon final delivery and inspection to the satisfaction of the NHC.
- 37. The NHC's rights under this Contract are in addition to any rights and remedies it may have in law or equity.

APPENDIX B – Purchase Order Terms & Conditions

(please refer to this number when making inquiries)

TERMINATION

- 38. In the event of any actual or threatened labour disruption which may, or could, delay the timely performance of this Contract in any way, directly or indirectly, the Supplier shall forthwith provide written notice to the NHC detailing the circumstances, causes and anticipated outcome of such disruption. The NHC reserves the right and sole discretion in such an event, to terminate this Contract in whole or in part, without penalty, liability or cost, and may give written notice to this effect to the Supplier.
- 39. The NHC reserves the right in its sole discretion to terminate this Contract at any time, without notice or compensation, if in the opinion of the NHC:
 - a) the Supplier has failed to perform its obligations under this Contract in a satisfactory manner, including failure to deliver the goods by the required delivery deadline;
 - b) the Supplier's performance under this Contract, or any other NHC contract, is persistently faulty;
 - c) the Supplier has or is about to become insolvent or commit an act of bankruptcy; or
 - d) for any other reason contemplated or described in this Contract.
- 40. The NHC further reserves the right in its sole discretion to terminate this Contract in whole or in part for any reason upon thirty (30) calendar days' written notice to the Supplier.
- 41. Failure to comply with these terms and conditions may result in termination of this Contract with no liability on the part of the NHC for any losses, damages, expenses or costs incurred by the Supplier.
- 42. In the event this Contract must be terminated, the NHC reserves the right to exercise all available remedies including, but not limited to the recovery of damages.
- 43. In the event of termination, in whole or in part, the NHC shall only be liable to the Supplier for its fees and costs, properly incurred and accounted for, pertaining to the satisfactory performance of this Contract, and nothing thereafter. The NHC further reserves the right to exercise all available remedies against the Supplier, including but not limited to recovery of damages, and deeming the Supplier Not Responsible for future RFTs of a similar nature.

FORCE MAJEURE

- 44. Neither party shall be responsible for any delay or failure to perform its obligations under this Contract where such failure or delay is due to fire, flood, explosion, war, embargo, governmental action, terrorism, act of a public authority, Act of God or any other cause beyond its control, except labour disruption, without additional notice.
- 45. The Supplier acknowledges that Nunavut frequently experiences severe weather, shortages in supplies and fuel, and interruptions of power service and communications that might constitute force majeur elsewhere, and the Consultant will plan for those eventualities as much as possible.
- 46. In the event a Force Majeure event occurs which delays or threatens to delay performance of its obligations by a party, that party shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause or ameliorate the potential disruption and consequent losses.
- 47. Should the Force Majeure event last for longer than thirty (30) days, the NHC may terminate this Agreement, in whole or in part, without further liability, expense or cost of any kind.

ALTERNATIVE DISPUTE RESOLUTION

- 48. Amicable Negotiations: As it is the intention of the parties to seek to resolve disputes without resort to litigation, the parties hereby agree that each of them shall make good faith and bona fide efforts to resolve disputes by amicable negotiations between their respective representatives as expeditiously as possible and shall provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations. During such negotiations, the parties agree to continue to perform the Agreement.
- 49. Senior Representatives' Negotiations: If the dispute can not be resolved within a period of fifteen (15) days, the parties hereby agree to appoint senior representatives forthwith to undertake to resolve the dispute by amicable negotiations as outlined herein.

APPENDIX B – Purchase Order Terms & Conditions

(please refer to this number when making inquiries)

- 50. Mediation: If the dispute can not be resolved within a period of thirty (30) days following the appointment of senior representatives for the parties pursuant to clause 18.2, the parties agree to attempt to resolve the dispute by structured negotiation with the assistance of a mutually agreeable mediator. If the parties can not agree as to the identity of the mediator, either party may apply to the Nunavut Court of Justice to have the Court appoint a mediator for the parties.
- 51. Binding Arbitration: If the dispute can not be resolved within a period of thirty (30) days or such longer period as may be agreed to by the parties following appointment of the mediator by the parties or the court, either party may by written notice to the other refer the dispute to binding arbitration by a single arbitrator. If the parties cannot agree upon the identity of the single arbitrator, then such arbitrator shall be appointed by reference to the Nunavut Supreme Court;
- 52. The arbitration shall be conducted under the rules Arbitration Act, R.S.N.W.T. (Nu.) 1988, c. A-5. The language of the arbitration shall be English and the location of the arbitration shall be insert location, unless the parties otherwise agree in writing.
- 53. Any dispute may be submitted to arbitration except:
 - a) The breach or alleged breach of the confidentiality and non-disclosure provisions of this Agreement;
 - b) The fundamental breach or alleged fundamental breach of this Agreement by either party; and,
 - c) Where the Agreement has been terminated by the NHC pursuant to this Agreement.
- 54. Unless the parties otherwise agree in writing, the award of the arbitrator shall be final and binding upon the parties and not subject to appeal.

1) Please indicate conformity by answering YES or NO in the Conform column. A blank response indicates non-conformity. If the bidders response is NO and is proposing an exception or alternative regarding a specific requirement please list the alternative in the attached Declaration of Conformity form.

IDENTIFICATION: SPE	COMPLY YES OR NO		
Model Type	Utility – Multipurpose - RTV	110	
Colour	Please Advise		
ENGINE			
Horsepower Engine Gross @3000 RPM	18.5 Kw (24.8 HP)@ 3000 RPM		
Displacement	1123 cc (68.5 cu. in.)		
Engine Stroke	4-Stroke		
Lubrication	Forced lubrication		
Cooling	Liquid-Cooled		
Cooling System	Liquid Cooled w/ Pressurized Radiator		
Engine Type	3-Cylinder, 4 Cycle, Diesel, OHV		
Number of Cycles	4-Cycle		
Cylinders	3		
Valve Configuration	OHV		
Fuel Type	Diesel		
Carburetion Type	Fuel Injector		
TRANSMISSION			
Transmission Type	Variable Hydrostatic Transmission (VHT-X)		
Number of Ranges	Forward -2 Low / High - Reverse - 1		
Throttle	Hand Throttle		
HST Pedal	Two pedals, Forward and Reverse		
Drive Wheels	4; with 2WD - 4WD, Selection		
Reverse	Yes		
WHEELS & TIRES			
Front Tire (Full Spec)	25 X 10 12, Turf, 6 PLY		
Rear Tire (Full Spec)	25 X 10 – 12, Turf 6 Ply		
CHASSIS			

Equivalencies or better will be considered.

Steering Type



Hydrostatic Power Steering

Type of Front Suspension	Independent, A-Arm	
Type of Rear Suspension	Independent, A-Arm with Coil Spring and Shocks	
AXLES		
Differential Lock – Rear Axle	Standard: foot operated with Mechanical Holder	
Final Drive	Shaft Drive	
BRAKES		
Front Brake Type	Wet Disk Brakes: Fully Sealed	
Rear Brake Type	Wet Disk Brakes: Fully Sealed	
Parking Brake	Rear Wheel, Hand Brake	
TECHNICAL SPECIFICAT	IONS	
Wheelbase (in/mm)	2045 mm (80.5 in)	
Fuel Capacity (gal/l)	30.0 Liters (7.90 gal)	
Cooling System Capacity (gal/l)	5.2 Liters (5.5 qt.)	
Engine Lubricant Oil Capacity	3.8 Liters (4.0 qt.)	
Transmission Oil Capacity	12.0 Liters (3.2 gal.)	
Brake System Capacity	0.85 Liters (0.9 qt.) DOT 3 Brake Fluid	
Weight (lbs/kg)	690kg (2337 lb)	
HYDRAULIC SYSTEM		
Туре	Open Centre	
Main Pump	Gear Pump	
Power Steering	Hydrostatic Pump	
Total Hydraulic Flow	11.2 L/m (3.0 g/m)	
Auxiliary Hydraulic Flow	Bedlift – 11.2 L/m (3.0 g/m)	
Hydraulic Remote Outlet	Bedlift Valve, Double Acting With Float	
ELECTRICAL		
Alternator	Standard	
Charging System Capacity	60 Amps	
Battery Voltage x Capacity	12 Volts x 650 CCA	
Engine Shut Off	Electric, Key Shut-Off.	
Gauges	Speedometer, Engine Coolant Temperature, Fuel, Hour Meter	
Instrument panel	Glow plugs, Oil Level, Charge Status, Parking Brake Indicator	
Block Heater	Supply and Installed	
Glow plugs	Standard	
SAFETY EQUIPMENT		
ROPS	Standard, SAE & OSHA Certified	
Engine Shut-Off	Electric Key	
Seat Belts	Retractable - Driver and Passenger – 3 Point	
Operator's Manual Storage	Standard	



Spark Arresting Muffler	Standard					
Parking Brake	Standard					
Grab Handles: Vehicle Entry: Exit	Standard					
Brakes	Standard					
Back- up Alarm	Standard					
Front Brush Guard	Standard Reinforced Steel					
Rear Utility Screen	Supply and Install					
CAB FEATURES						
DB (A) 0 Rating	83 db(A) @ Max \Engine Speed With No Load					
Pressurized Cab	Pressurized; Fully Enclosed					
ROPS Certification	OSHA 1928.53 & SAE J2194					
Cab Mount To Frame	Unibody Chassis OSHA 1928.52					
Mirror: Exterior: Left Side	Exterior: Left Side					
Mirror: Exterior: Right Side	Exterior: Right Side					
Mirror Interior	Interior Rear View: Standard					
Windshield Wiper	Front, One					
Windshield Washer	Standard					
Windows	Sliding					
Electrical interior outlet	Standard, DC					
Horn	Elect: 12 V Standard					
Air Conditioner	Standard					
Interior Heater and defogger	Standard					
DIMENSIONS						
Overall Length	3110 mm (122.5 in)					
Overall Width	1660 mm (65.4 in)					
Overall Height	2090 mm(82.3 in)					
Wheel Base	2045 mm (80.5 in)					
Ground Clearance Front Axle	266 mm (10.5 in)					
Ground Clearance Rear Axle	263 mm (10.4 in)					
Turning Diameter	800 mm (26.2 in)					
Maximum Towing Capacity	Front – 295 kg (650 lb.)					
Maximum Towing Capacity	Rear – 590 kg (300 lb.) Max					
	Tread width					
Front Thread Centers	1240 mm (48.8 in)					
Rear Thread Centers	1240 mm (48.8 in)					
CARGO BOX						
Bed Height (unloaded)	887 mm (34.9 in)					
Length	1030 mm (40.6 in)					
Width	1465 mm (57.7 i)					
Depth	285 mm (11.2 in)					



CARGO BED							
Volume	0.43 cu. M (15.2 cu. Ft)						
Cargo Bed Load	500 kg (1102 lb.)						
Cargo box material thickness	14 Gauge, RTP Steel						
Dumping Mechanism	Single Lever						
PAYLOAD CAPACITIES							
Type of Dump System	Hydraulic bed-lift						
Maximum payload capacity	739 kg (1631 lb.)						
SEATS							
Number Of Seats	1						
Seat Type	Bench						
Seat Cover	Cloth or Vinyl						
STORAGE							
Under Seat Storage Area - Large	Standard						
Operator's Manual Storage	Standard						
Easy Battery Access	Standard						
LIGHTS							
Halogen Headlight (s)	2 - Standard						

By submitting this Bid, Bidders are also agreeing to an option, which can be exercised by the NHC within 60 days of closing date of this Request for Tender, for an additional Maintenance Agreement for servicing the RTV's

Equivalencies or better will be considered.

Signed by Bidder's Authorized Representative

Name & Title

Date



Appendix (D)

Mandatory Vehicle Requirements

All vehicles will have:

- 5 mud and snow tires and the spare must be on a full size rim.
- Battery Blanket
- Block Heater
- Remote Start
- Back up Alarm
- Winter Bra (Removable) (winter cold grill blanket with the option of removing by snaps mounted on the grill & blanket)

Optional pricing for dual heated seat

Pickup Trucks

- Headache Rack
- Tow Hitch/Tow Package
- Bed Liner
- Running Boards

CREW CAB Pick UP Truck

LIGHT TRUCKS

0.0 SPECIFICATIONINSTRUCTIONS

- 1.1 Quote a factory new and latest model only.
- 1.2 If some **attachments/accessories** specified are either not recommended by factory/dealer or you are unable to exactly comply with any of the items, you must determine if, in fact, any alternate proposal(s) is acceptable by faxing the contract authority immediately upon receipt of the attached tender. For these items, attach a letter of explanation, submitting an alternate proposal(s) with separate costs. However, the acceptability of the alternate proposal will be entirely at the discretion of the ______ and shall be final and binding.
- 1.3 Some features/accessories may not be available as factory options or standard equipment and must be supplied and installed by <u>dealer separately</u>. These costs are to be <u>included</u> in the quote.
- 1.4 Where **blank spaces** are provided **enter** the information indicated.
- 1.5 Quote to include pre-delivery inspection and servicing, and ¹/₄ tank of fuel at F.O.B. point. If dual tanks are required, only main tank to be fueled.
- 1.6 Unit is subject to inspection before acceptance.
- 0.7 Dealer's Name and Address:
- 0.8 Dealer Contact: Name:

Telephone: ()____; Fax: ()____.

INDEX OF SECTIONS

1.0	ENGINE
1.2	ENGINE ACCESSORIES
2.0	ENGINE INSTRUMENTS
3.0	ANTI-FREEZE
4.0	TRANSMISSION AND DIFFERENTIAL
5.0	CAB AND CHASSIS
6.0	STEERING AND SUSPENSION
7.0	BRAKES
8.0	SAFETY FEATURES
9.0	PAINT AND MARKINGS
10.0	WARRANTY
11.0	ACCESSORIES

SPECIFICATIONS

1.0 ENGINE

1.2 ENGINE ACCESSORIES

1.2a: One (1) Block heater, 115V, 400 watt. 1.2b: Battery warmer, 115V, 80 watt.

1.2c: Plugs for block heater and battery warmer to be routed and exit to front of grille and secured only to sheet metal. Cords to be joined so as to be plugged with one(l) male plug.

2.0 ENGINE INSTRUMENTS

- 2.1 Charging indicator.
- 2.2 Oil pressure warning.
- 2.3 Coolant temperature warning.
- 2.4 Hobbs hours-run meter installed in or under dash.
- 2.5 Fuel gauge The fuel gauge shall indicate the fuel level of whichever tank is in use.

3.0 ANTI-FREEZE

- **3.1**: Unit to be supplied with Radiator and clutch fan combination which provides the highest cooling capacity available for power train being offered.
- 3.2: Unit to be supplied with cold climate package and cooling system protected to -40c.
- 3.3: Windshield washer solvent protected to -40c

4.0 TRANSMISSION AND DIFFERENTIAL

- 4.1: Automatic Transmission with overdrive.
- 4.2: Standard axle ratio for use: STATE: RATIO______ Specify intended use when ordering.
- **4.3**: Four (4) wheel drive, with manual or auto locking hubs State type: _____
- 4.4 : Two (2) speed transfer case complete with factory skid plate
- 4.5 : Rear locking differential

5.0 CAB AND CHASSIS

- 5.1: Crew Cab style with 4 full size doors to seat maximum of 6 people.
- 5.2: Complete with rear seating
- 5.3: Minimum 6' 2" box
- 5.4: **Cloth** bucket seating front or bench seating

- 5.5 : Optional, high output fresh air heater and defroster.
- 5.6: Heavy duty rubber floor mats. Throw in type to be provided if unit is carpeted.
- 5.7: Intermittent windshield wipers.
- 5.8: Dual outside rear view mirrors.
- 5.9: Standard front bumper.
- 5.10 Step type rear bumper painted
- 5.11 Chassis tow hooks, two (2) front, two (2) rear; attached directly to frame with a minimum of two (2) ¹/₂" bolts per tow hook
- 5.12 Gas Tank: Standard Gas Tank. STATE: Capacity: _____ Litres
- 5.13 AM/FM Radio System.
- 5.14 Running boards on each side of vehicle

6.0 STEERING AND SUSPENSION

- 6.1: H.D. shocks, front and rear.
- 6.2: The vehicle shall bear a permanent rating plate on which the GVWR or payload and other pertinent information is clearly marked.
- 6.3: Power steering.
- 6.4: GVWR– maximum 2750kg State:
- 6.5: Spare Tire and Wheel. To be mounted inside box and tire to be same manufacture and tread as rear tires. Tire and wheel to be lock-able.
- 6.6: Winter tires.

7.0 BRAKES

7.1: Power assisted, front and rear disc, antilock brakes.

8.0 SAFETY FEATURES

- 8.1: The vehicles supplied must meet the provisions of the Canada Motor Vehicle Safety Act and the Regulations made there under, which are in effect on the date of manufacture of each vehicle.
- 8.2: Back-up alarm. Alarm to be installed on rear side of last frame cross member, so as to protect the unit from road gravel.

9.0 PAINT AND MARKINGS

9.1: State color

10.0 WARRANTY

- 10.1: Standard factory warranty on all components. STATE: Factory Warranty: km. months.
- 10.2: Extended factory warranty on all components, STATE:_____KM, MONTHS: _____, EXTRA COST:_____. NOTE: Extended warranty, if required will be purchased as an additional cost when the P.O. is issued.
- 10.3: Warranty repairs to be provided on site at no charge

11.1 ACCESSORIES

- **11.2**: Spare Tire to be mounted in box. Tire and wheel to be lock-able.
- **11.3**: Rubber Box Liner to cover entire inside of box including tail gate. This box liner to be original equipment.
- 11.4: Remote start with 2 remotes.
- 11.5: Synthetic oils, fluids, and lubricants are required in the engine, transmission, differentials and power steering. A label is to be placed under the hood indicating oils and fluids used.
- 11.6: Winter cold grill blanket (front/bug screen) combination. If quilted type, snaps are to be dealer installed. Front to be placed behind seat for shipping.

Appendix (E)

Mandatory Vehicle Requirements

All vehicles will have:

- 5 mud and snow tires and the spare must be on a full size rim.
- Battery Blanket
- Block Heater
- Remote Start
- Back up Alarm
- Winter Bra (Removable) (winter cold grill blanket with the option of removing by buttons mounted on the grill & blanket)

Optional pricing for dual heated seat

Pickup Trucks

- Headache Rack
- Tow Hitch/Tow Package
- Bed Liner
- Running Boards

Extended CAB Pick UP Truck

LIGHT TRUCKS

0.0 SPECIFICATIONINSTRUCTIONS

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1.2	ENGINE ACCESSORIES
2.0	ENGINE INSTRUMENTS
3.0	ANTI-FREEZE
4.0	TRANSMISSION AND DIFFERENTIAL
5.0	CAB AND CHASSIS
6.0	STEERING AND SUSPENSION
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10.0	WARRANTY
11.0	ACCESSORIES

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1.2a: One (1) Block heater, 115V, 400 watt. 1.2b: Battery warmer, 115V, 80 watt.

1.2c: Plugs for block heater and battery warmer to be routed and exit to front of grille and secured only to sheet metal. Cords to be joined so as to be plugged with one(l) male plug.

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- 2.1 Charging indicator.
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- 2.5 Fuel gauge The fuel gauge shall indicate the fuel level of whichever tank is in use.

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- 4.1: Automatic Transmission with overdrive.
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- **4.3**: Four (4) wheel drive, with manual or auto locking hubs State type: _____
- 4.4 : Two (2) speed transfer case complete with factory skid plate
- 4.5 : Rear locking differential

5.0 CAB AND CHASSIS

5.1: Extended Cab style with 2 full size and 2 half size doors to seat minimum 6 people.

- 5.2: Remove rear seating
- 5.3: Minimum 6' 2" box
- 5.4: **Cloth** bucket seating front or bench seating

- 5.5 : Optional, high output fresh air heater and defroster.
- 5.6: Heavy duty rubber floor mats. Throw in type to be provided if unit is carpeted.
- 5.7: Intermittent windshield wipers.
- 5.8: Dual outside rear view mirrors.
- 5.9: Standard front bumper.
- 5.10 Step type rear bumper painted
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- 5.14 Running boards on each side of vehicle

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- 6.2: The vehicle shall bear a permanent rating plate on which the GVWR or payload and other pertinent information is clearly marked.
- 6.3: Power steering.
- 6.4: GVWR- maximum 2700kg State:
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- 6.6: Winter tires.

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7.1: Power assisted, front disc, rear antilock brakes.

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- 8.1: The vehicles supplied must meet the provisions of the Canada Motor Vehicle Safety Act and the Regulations made there under, which are in effect on the date of manufacture of each vehicle.
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- 10.2: Extended factory warranty on all components, STATE:_____KM, MONTHS: _____, EXTRA COST:_____. NOTE: Extended warranty, if required will be purchased as an additional cost when the P.O. is issued.
- 10.3: Warranty repairs to be provided on site at no charge

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- 11.4: Remote start with 2 remotes.
- 11.5: Synthetic oils, fluids, and lubricants are required in the engine, transmission, differentials and power steering. A label is to be placed under the hood indicating oils and fluids used.
- **11.6**: Winter front/bug screen combination. If quilted type, snaps are to be dealer installed. Front to be placed behind seat for shipping.

	Cape Dorset District Office	Arviat	Chesterfield Inlet	Coral Harbour	Rankin Inlet	Repulse Bay	Whale Cove	Cambridge Bay District Office	Cambridge Bay LHO	Kugaaruk	Taloyoak
1/4 Ton Truck Extended Cab		1	1		1	2	1		2	1	1
1/4 Ton Truck 4 Door Crew Cab	1							1			
Kubota				2							

APPENDIX 'F'

VIN #'s and all other documentation is to be sent to John Watson at jwatson@gov.nu.ca upon delivery to the ports.