



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :**

Akin.Mustafa@Forces.gc.ca

Date of Solicitation - Date de la demande October 13, 2020	
Address inquiries to - Adresser toute demande de renseignements à : Akin Mustafa Akin.Mustafa@Forces.gc.ca	
Area code and Telephone No. Code régional et N° de téléphone 613-990-3980	Facsimile No. N° de télécopieur
Destination See Herein - Voir ci-inclus	

**BID SOLICITATION
DEMANDE DE SOUMISSIONS**

The Bidder offers to provide to Canada the goods, services or both listed in the bid solicitation in accordance with the conditions set out in the bid solicitation and at the prices set out in the bid.

This bid solicitation is issued in accordance with the conditions of Supply Arrangement No. E60HP-16TRUK. Only suppliers who are pre-qualified and have been issued a supply arrangement at the time this bid solicitation is issued are eligible to bid.

Le soumissionnaire offre de fournir au Canada les biens, services ou les deux énumérés dans la demande de soumissions aux conditions prévues dans la demande de soumissions et aux prix indiqués dans la soumission.

Cette demande de soumissions est émise conformément aux conditions de l'arrangement en matière d'approvisionnement numéro

E60HP-16TRUK Seuls les fournisseurs qui sont pré-qualifiés et auxquels un arrangement en matière d'approvisionnement a été émis au moment où cette demande de soumissions est émise peuvent présenter une soumission.

**Instructions:
Municipal taxes are not applicable.**

Unless otherwise specified in the bid solicitation, all prices quoted must be net prices in Canadian funds including Canadian customs duties, excise taxes, and must be FOB, including all delivery charges to destination(s) as indicated. The amount for Applicable Taxes is to be shown as a separate item.

**Instructions:
Les taxes municipales ne s'appliquent pas.**

Sauf indication contraire dans la demande de soumissions, tous les prix indiqués doivent être des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d'accise et doivent être FAB, y compris tous frais de livraison à la (aux) destination(s) indiquée(s). Le montant des taxes applicables doit apparaître séparément.

Delivery required - Livraison exigée March 31, 2021	Delivery offered - Livraison proposée
Supplier Name and Address - Nom et adresse du fournisseur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of supplier (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'impression)	
Signature	Date

Solicitation No. - N° de la demande W6399-21-LE49/A	Amendment No. - N° de modification
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Solicitation closes - La demande prend fin at - à 02 :00 PM EDT on - le November 2, 2020	File No. - N° de dossier W6399-21-LE49
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TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	4
1.1 Requirement	4
1.2 Debriefings	4
1.3 Trade Agreements	4
PART 2 - BIDDER INSTRUCTIONS	5
2.1 Standard Instructions, Clauses and Conditions	5
2.2 Electronic Submission of Bids	5
2.3 Enquiries - Bid Solicitation	6
2.4 Applicable Laws	6
PART 3 - BID PREPARATION INSTRUCTIONS	7
3.1 Bid Preparation Instructions	7
3.2 Electronic Payment of Invoices – Bid	7
3.3 Exchange Rate Fluctuation Risk Mitigation	7
3.4 Delivery	7
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	8
4.1 Evaluation Procedures	8
4.2 Basis of Selection	8
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	9
5.1 Certifications Required with the Bid	9
5.2 Certifications Precedent to Contract Award and Additional Information	9
PART 6 - RESULTING CONTRACT CLAUSES	10
6.1 Security Requirement	10
6.2 Requirement	10
6.3 Standard Clauses and Conditions	10
6.4 Term of Contract	10
6.5 Authorities	10
6.6 Payment	12
6.7 Invoicing Instructions	12
6.8 Certifications	13
6.9 Applicable Laws	13
6.10 Priority of Documents	13
6.11 Defence Contract (if applicable)	13
6.12 SACC Manual Clauses	14
6.13 Inspection and Acceptance	14
6.14 Shipping Instructions - Delivery at Destination	14
6.15 Post-Contract Award Meeting/Pre-Production Meeting	14
6.16 Material	14
6.17 Interchangeability	15
6.18 Packaging	15
6.19 Vehicle Recall Notices	15

Solicitation No. - N° de l'invitation
W6399-21-LE49

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
DLP 8-2-3-1

Client Ref. No. - N° de réf. du client
SA E60HP-16TRUK

File No. - N° du dossier
W6399-21-LE49

CCC No./N° CCC - FMS No./N° VME

Attachments:

Annex "A" – Pricing.....	16
Appendix 1 to Annex "A" – List of Additional Features	17
Annex "B" - ELECTRONIC PAYMENT INSTRUMENTS.....	18

PART 1 - GENERAL INFORMATION

1.1 Requirement

Canada is seeking proposals to procure:

Qty one (1), highway tractor (Configuration A) and related items as described in Annex "A" - Pricing and in accordance with Supply Arrangement E60HP-16TRUK/HP for Group 1.

1.2. Debriefings

Bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

1.3 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTOAGP), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Canadian Free Trade Agreement (CFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), Canada-Korea Free Trade Agreement (CKFTA), and the Canada-Panama Free Trade Agreement (CPanFTA).

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) Manual issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The **2003 (2020-05-28)** Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions (**2003**) incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names.
- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 20(2), Further Information is deleted in its entirety.
- c) Subsection 2.d. of Section 05, Submission of Bids, is deleted in its entirety and replaced with the following:

Send its bid only to the address specified in the bid solicitation.
- d) Section 06, Late Bids, Is deleted in its entirety;
- e) The text under Section 07, Delayed Bids, is deleted in its entirety and replaced with the following:

It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.

Section 08, Transmission by facsimile or by epost Connect, is deleted in its entirety.

Subsection 5.4 of **2003**, Standard Instructions - Goods or Services –Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 calendar days

2.2 Electronic Submission of Bids

- a) Bids must be submitted only to the Department of National Defence by the date, time and place indicated on page 1 of the bid solicitation. Bids must be received electronically as noted in subparagraph b).

- b) **Electronic Submissions: Individual e-mails exceeding five (5) megabytes, or that includes other factors such as embedded macros and/or links, may be rejected by the DND e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority.** Larger bids may be submitted through more than one e-mail. The Contracting Authority will confirm receipt of documents. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Bidders should not assume that all documents have been received unless the Contracting Authority confirms receipt of each document. In order to minimize the potential for technical issues, Bidders are requested to allow sufficient time before the closing time and date to confirm receipt. Technical and financial documents received after the closing time and date will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The bid must be gathered per section and separated as follows:

- Section I: Technical Bid (1 soft copy)
- Section II: Financial Bid (1 soft copy)
- Section III: Certifications (1 soft copy)
- Section IV: Additional Information (1 soft copy)

Section I: Technical Bid

Bidders must submit the signed Product Conformance required under Part 5 – Certifications and Additional Information.

Section II: Financial Bid

Bidders must submit their bid in accordance with the Basis of Payment specified in Part 6 and Annex A - Pricing.

3.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “B” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “B” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.3 Exchange Rate Fluctuation Risk Mitigation

C3010T Exchange Rate Fluctuation Risk Mitigation 2014-11-27

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

Canada requests that bidders submit the following information:

3.4 Delivery

While delivery of the vehicle(s) is requested by March 31, 2021, the best delivery that can be offered is as follows:

- Item 001 – Qty one (1), highway tractor (Configuration A) and related items will be delivered within _____ calendar days from the effective date of the contract.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and the financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Mandatory Technical Evaluation Criteria

Product Conformance:

Bidders must submit a signed Product Conformance.

4.1.2 Mandatory Financial Evaluation Criteria

4.1.2.1 Bidders must provide, with their bid, the financial information requested in the bid solicitation and at Annex A - Pricing for all items.

4.1.2.2 The prices of the bid must be in Canadian dollars, DDP Delivered Duty Paid at destination, Incoterms 2000, for all items. Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

4.2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical and financial evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if applicable, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Product Conformance

The Bidder certifies that all vehicles/equipment being offered are identical to those proposed and accepted under Supply Arrangement E60HP-16TRUK/HP for Group one (1).

Configuration A

(Supplier is to complete)

Bidder's authorized representative signature Date

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1. Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2. Requirement

6.2.1 The Contractor must deliver Qty one (1), highway tractor (Configuration A) and related items as described in Annex "A" - Pricing and in accordance with Supply Arrangement E60HP-16TRUK/HP for Group one (1).

6.3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

[2010A \(2020-05-28\) General Conditions – Goods \(Medium Complexity\)](#), apply to and form part of the Contract.

6.4. Term of Contract

6.4.1 Delivery of Vehicle(s)

Delivery date of the vehicle(s) must be made as follows:

Item 001 – Qty one (1), highway tractor (Configuration A) and related items must be delivered on or before _____ (Date to be inserted by the Contracting Authority at time of contract award.)

6.5. Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Akin Mustafa
Title: Material Acquisition and Support Officer
Organization: Department of National Defence
E-mail: Akin.Mustafa@forces.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority

6.5.2 Technical Authority:

The Technical Authority for the Contract is:

Name: _____ (To be inserted by DND at time of contract award.)

Title: _____

Organization: _____

Telephone: _____ - _____ - _____

Facsimile: _____ - _____ - _____

E-mail: _____

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

Name and telephone number of the person responsible for:

General enquiries

Name: _____ (To be completed by the bidder.)

Title: _____

Telephone: _____ - _____ - _____

Facsimile: _____ - _____ - _____

E-mail: _____

Delivery follow-up

Name: _____ (To be completed by the bidder.)

Title: _____

Telephone: _____ - _____ - _____

Facsimile: _____ - _____ - _____

E-mail: _____

6.5.4 Factory Certified Warranty Providers

The following dealer and/or agent is authorized to provide after sales service, maintenance and warranty repairs and a full range of repair parts for the vehicle/equipment offered:

Item 001 (To be completed by the bidder)

For the Cab and Chassis:

Name: _____

Address: _____

Telephone Number: _____

Distance between the delivery location and the dealer and/or agent: _____ km

For the Body:

Name: _____

Address: _____

Telephone Number: _____

Distance between the delivery location and the dealer and/or agent: _____ km

6.6. Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm price(s) specified in Annex "A" - Pricing, and as follows:

Firm unit prices in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, including Canadian Custom Duties and Excise Taxes included where applicable, and applicable Taxes are extra.

The price paid will be adjusted in accordance with the exchange rate fluctuation provision (as applicable).

6.6.2 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

6.6.3 SACC Manual Clauses

<u>C6000C</u> Limitation of price	2017-08-17
<u>H1000C</u> Single Payment	2008-05-12
<u>C3015C</u> Exchange rate fluctuation adjustment	2017-08-17

6.7 Invoicing Instructions

6.7.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Suppliers are requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority, thereby reducing printed material.

Each invoice must be supported by:

- (a) A copy of the release document and any other documents as specified in the Contract;

6.7.2 Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the following address for certification and payment:

Akin.Mustafa@forces.gc.ca

6.7.3 Holdback

A ten percent (10%) holdback will apply on the total price of each vehicle on any due payment of the said vehicle/equipment. Release of the holdback (10%) is conditional upon receipt and certified acceptance by inspection authority of the said vehicle and all related items as identified in Annex "A" - Pricing.

Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Taxes payable as it was claimed and payable under the previous invoice.

- (a) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.8. Certifications

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

6.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of the Agreement;
- (b) [2010A](#) (2020-05-28) General Conditions – Goods (Medium Complexity);
- (c) Annex "A" – Pricing;
- (d) the Contractor's bid dated _____.

6.11 Defence Contract

A9006C	Defence Contract	2012-07-16
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6.12 SACC Manual Clauses

A1009C	Work Site Access	2008-05-12
A9049C	Vehicle Safety	2011-05-16
A9062C	Canadian Forces Site Regulations	2011-05-16
C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating - Canadian-based Contractors	2017-08-17
D3010C	Delivery of Dangerous Goods / Hazardous Products	2016-01-28
D5545C	ISO 9001:2000 - Quality Management Systems - Requirements (QAC C)	2019-05-30
D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance	2016-01-28

6.13 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.14 Shipping Instructions - Delivery at Destination

6.14.1 The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (as detailed at Annex "A" - Pricing). Unless otherwise directed, delivery must be made by the most economical means. Shipping charges must be shown as a separate item on the Contractor's invoice. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and taxes.

6.14.2 The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the contacts specified in Annex "A" - Pricing. The consignee may refuse shipments when prior arrangements have not been made.

6.15 Post-Contract Award Meeting/Pre-Production Meeting

Within ten (10) calendar days from the effective date of the Contract, the Contractor must contact the Contracting Authority to determine if a post-contract award meeting is required. A meeting will be convened at the discretion of the Technical Authority after contract award to review technical and contractual requirements. The Contractor shall be responsible for the preparation and distribution of the minutes of meeting within five (5) calendar days after the meeting has been held. The meeting will be held at the Contractor's facilities or at a Government facility or via teleconference, at Canada's discretion at no additional cost to Canada, with representatives of the Contractor, the client department and Public Services and Procurement Canada.

6.16 Material

Material supplied must be new, unused and of current production by manufacturer.

Solicitation No. - N° de l'invitation
W6399-21-LE49

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
DLP 8-2-3-1

Client Ref. No. - N° de réf. du client
SA E60HP-16TRUK

File No. - N° du dossier
W6399-21-LE49

CCC No./N° CCC - FMS No./N° VME

6.17 Interchangeability

Unless changes during the production run are authorized by Contracting Authority, all vehicles supplied against any one item of a contract must be the same make and model, and all like assemblies, sub-assemblies and parts must be interchangeable.

6.18 Packaging

The methods used for preservation and packaging must be in conformity with the Contractor's normal standard for domestic shipment or, if necessary, with standards for overseas shipment as below deck cargo.

6.19 Vehicle Recall Notices

All vehicle recall notices must be forwarded to the Technical Authority.

Solicitation No. - N° de l'invitation
W6399-21-LE49

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
DLP 8-2-3-1

Client Ref. No. - N° de réf. du client
SA E60HP-16TRUK

File No. - N° du dossier
W6399-21-LE49

CCC No./N° CCC - FMS No./N° VME

ANNEX "A" – PRICING

Item 001 Group one (1) highway tractor (Configuration A). Including Attached Appendix 1 to Annex A - List of Additional Required Features for Item 001.

The Contractor must deliver the vehicle/equipment including the manuals, warranty letter(s), rust protection warranty, material safety data sheets, keys, line setting ticket, and data summary in accordance with SA E60HP-16TRUK/HP for Group one (1)

<u>Make</u>	<u>Model</u>	<u>Package</u>
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Colour of Vehicle: Black

The Highway tractor and related items must be delivered to:

48 Portage Dr., Bldg. 479
Astra, ON
K0K 3W0

Delivery contact: _____ (Name to be inserted by DND at time of contract award.)

Date of delivery: _____ (Date to be inserted by DND at time of contract award.)

Firm unit price of \$ _____ per vehicle, including all equipment and related items, in accordance with Basis of Payment (as detailed at Clause 6.5.1 Basis of Payment).

Quantity: One (1)

Appendix 1 to Annex "A"

List of Additional Required Features

GROUP ONE (1) – CONFIGURATION A

Item 001

Highway tractor
Quantity one (1)

In accordance with Purchase Description Group one (1) highway tractor, including the following features and accessories:

ITEM	PARAGRAPH	QUANTITY
Cab/Full Sleeper	3.5.1 (b)	1
Addition of Second Bunk	3.5.1 (c)	1
Refrigerator	3.5.1 (d)	1
Television	3.5.1 (e)	1
Microwave Oven	3.5.1 (f)	1
Wind Deflector for Full Sleeper	3.5.1 (i)	1
Fuel-Fired Heater	3.7.4 (a)	1
Winter-front	3.7.4 (b)	1
Automated Manual Transmission (12 speed)	3.8.3 (a)	1
Automatic Greasing System	3.17.1 (a)	1
Auxiliary Power Unit	3.20.1 (a)	1
Digital Maintenance Manual – English	4.1.4 (a)	1
Digital Maintenance Manual – French	4.1.4 (b)	1
Digital Parts Manual	4.1.4 (c)	1
Training – Familiarization – English	4.2 (a)	1

Solicitation No. - N° de l'invitation
W6399-21-LE49

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Client Ref. No. - N° de réf. du client
SA E60HP-16TRUK

File No. - N° du dossier
W6399-21-LE49

CCC No./N° CCC - FMS No./N° VME

ANNEX "B" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- () VISA Acquisition Card;
- () MasterCard Acquisition Card;
- () Direct Deposit (Domestic and International);
- () Electronic Data Interchange (EDI);
- () Wire Transfer (International Only);