



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

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Vehicles & Industrial Products Division
140 O'Connor, Tower East
4th Floor
140 O'Connor, Tour Est
4ème étage
Ottawa
Ontario
K1A 0S5

Title - Sujet 2019 TESLA MODEL 3 STANDARD	
Solicitation No. - N° de l'invitation T8827-190012/A	Date 2019-08-07
Client Reference No. - N° de référence du client T8827-190012	
GETS Reference No. - N° de référence de SEAG PW-\$\$HP-926-77557	
File No. - N° de dossier hp926.T8827-190012	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-09-04	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Palmer, Mitchell	Buyer Id - Id de l'acheteur hp926
Telephone No. - N° de téléphone (613) 297-0306 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF TRANSPORT VEHICLE ACQUISITION, INNOVATION CEN 80 NOEL STREET GATINEAU Quebec J8Z0A1 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	2019 TESLA MODEL 3 AUTOPILOT In Accordance with Annex A	T8827	T8009	1	Each	\$	XXXXXXXXXXXX		See Herein	
2	2019 TESLA MODEL 3 STANDARD In accordance with Annex B	T8827	T8009	1	Each	\$	XXXXXXXXXXXX		See Herein	

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Solicitation No. - N° de l'invitation
T8827-190012/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
HP926

Client Ref. No. - N° de réf. du client
T8827-190012/A

File No. - N° du dossier
T8827-190012/A

CCC No./N° CCC - FMS No/ N° VME
T8827-190012/A

6.17 Material

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Attachments

Annex "A" - Specifications – Tesla Model 3 Autopilot

Annex "B" - Specifications – Tesla Model 3 Standard

Annex "C" to Part 3 of the Bid Solicitation – Electronic Payment Instruments

PART 1 - GENERAL INFORMATION

1.1 Requirement

Transport Canada requires the vehicles and related items as detailed herein, in accordance with Annex "A" – Specifications – Tesla Model 3 Autopilot & Annex "B" – Specifications – Tesla Model 3 Standard attached hereto.

1.2 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.3 Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

1.4 Epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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 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.

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 (2019-03-04)** Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The 2003 standard instructions is amended as follows:

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

Delete: sixty (60) days

Insert: ninety (90) days

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessomissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions **2003**, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing 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.

2.5 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority **at least seven (7) calendar days** before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications
Section IV: Additional Information

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid 2 hard copies
Section II: Financial Bid 1 hard copy
Section III: Certifications 2 hard copies
Section IV: Additional Information 1 hard copy

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

3.1.1 No Substitute Products

Bidders must provide products that are of the same description, brand name, model and/or part number as detailed in the item description of the bid solicitation. Bidders are advised that substitute products will not be considered.

Section II: Financial Bid

The Bidders must submit firm unit prices in "Line Item Details" only and in accordance with the Basis of Payment identified in PART 6 - RESULTING CONTRACT CLAUSES.



3.1.1 Electronic Payment of Invoices – Bid

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

If Annex "C" 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.

3.1.3 Exchange Rate Fluctuation Risk Mitigation

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form [PWGSC-TPSGC 450](#) , Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
4. At time of bidding, the Bidder must complete columns (1) to (4) on form [PWGSC-TPSGC 450](#) , for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

Section IV: Additional Information

Canada requests that bidders submit the following information:

3.1.4 Delivery

While delivery of the vehicles is requested by March 31/2020, the best delivery that can be offered is as follows:

Item 001 – One (1), Tesla Model 3 Autopilot will be delivered within ____ calendar days from the effective date of the contract.

Item 002 – One (1), Tesla Model 3 Standard will be delivered within ____ calendar days from the effective date of the contract.

3.1.5 Manufacturer's Standard Warranty Period

Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the vehicle/equipment and its components that exceeds the minimum warranty period of twelve (12) months.

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 financial evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Bidders must submit, with their bid, the followings documents:

- 1) Annex "A" – Specifications –Tesla Model 3 Autopilot; and
- 2) Annex "B" – Specifications - Tesla Model 3 Standard; and

4.1.2. Financial Evaluation

4.1.2.1 The purpose of the financial evaluation is to determine the lowest price using the information submitted in "Line Item Detail".

4.1.2.2 Aggregate Price Calculation.

Bids will be evaluated on an aggregate price basis for the items and quantities.

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory criteria to be declared responsive. A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price on an item by item basis 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 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

5.2.3 General Environmental Criteria Certification

The Bidder must select and complete one of the following two certification statements.

A) The Bidder certifies that the Bidder is registered or meets ISO 14001.

Bidders' Authorized Representative Signature

Date

OR

B) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Bidder must indicate which four (4) criteria, as a minimum, are met.

Green Practices within the Bidders' organization	Insert a checkmark for each criterion that is met
Promotes a paperless environment through directives, procedures and/or programs	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

Bidders' Authorized Representative Signature

Date

PART 6 - RESULTING CONTRACT CLAUSES

6.1 Requirement

The Contractor must deliver One (1), Tesla Model 3 Autopilot and related items in accordance with Annex "A" – Specifications – Tesla Model 3 Autopilot & One (1), Tesla Model 3 Standard and related items in accordance with Annex "B" – Specifications – Tesla Model 3 Standard

6.2. 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.

6.2.1 General Conditions

2010A (2018-06-21) General Conditions - Goods (Medium Complexity), apply to and form part of the contract.

6.3. Term of Contract

6.3.1 Delivery of Vehicle(s)/Equipment

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

Item 001 - One (1), Tesla Model 3 Autopilot and related items must be delivered on or before _____. (Date to be inserted by PWGSC at time of contract award.)

Item 002 - One (1), Tesla Model 3 Standard and related items must be delivered on or before _____. (Date to be inserted by PWGSC at time of contract award.)

6.4. Authorities

6.4.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Mitchell Palmer
Title: Supply Officer
Organization: Public Works and Government Services Canada - Acquisitions Branch
LEFT Directorate, HP Division,
140 O'Connor Street, Ottawa, ON, K1A 0S5
Telephone: 613-297-0306
E-mail: mitchell.palmer@pwgsc-tpsgc.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.

6.4.2 Procurement Authority

The Procurement Authority for the Contract is:

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

Title: _____

Organization: _____

Telephone: ____ - ____ - ____

E-mail: _____

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

6.4.3 Technical Authority

The Technical Authority for the Contract is:

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

Title: _____

Organization: _____

Telephone: ____ - ____ - ____

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.

6.4.4 Contractor's Representative

Name and telephone number of the person responsible for:

General enquiries:

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

Title: _____

Telephone: ____ - ____ - ____

E-mail: _____

Delivery follow-up:

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
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File No. - N° du dossier
T8827-190012/A

CCC No./N° CCC - FMS No/ N° VME
T8827-190012/A

Name: _____ *(To be completed by the bidder.)*
Title: _____
Telephone: ____ - ____ - ____
E-mail: _____

6.4.5 After-Sales Service

Canada requests that the Bidder provide the names, addresses and telephone numbers of their dealers and/or agents authorized to provide after sales service, maintenance and warranty repairs, and a full range of spare parts for the vehicle/equipment offered. The Bidder should show the distance between the delivery location and the authorized dealer and/or agent and the delivery location.

Item 001

Name: _____
Address: _____

Telephone Number: _____

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

Item 002

Name: _____
Address: _____

Telephone Number: _____

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

6.5 Payment

6.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm unit price 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.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

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

6.5.2 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI);
- c. Wire Transfer (International Only);

6.5.3 SACC Manual Clauses

H1001C	Multiple Payments	2008-05-12
C3015C	Exchange rate fluctuation adjustment	2017-08-17

6.6. Invoicing Instructions

6.6.1 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. Offerors/suppliers are requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material

Invoices must be distributed as follows:

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

(PWGSC will insert invoicing address as per requisition at contract award.)

- (b) One (1) copy must be forwarded to the Contracting Authority identified under section 4. Authorities of the Contract.

6.7. Certifications and Additional Information

6.7.1 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.

6.8. Applicable Laws

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

6.9. 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 Agreement;

- (b) 2010A (2018-06-21) General Conditions - Goods (Medium Complexity);
- (c) Annex "A" - Specifications – Tesla Model 3 Autopilot
- (d) Annex "B" - Specifications – Tesla Model 3 Standard
- (e) the Contractor's bid dated _____. *(if the bid was clarified or amended, insert at the time of contract award "as clarified on" _____ or "as amended on" _____ and insert date (s)).*

6.10 SACC Manual Clauses

A1009C	Work Site Access	2008-05-12
A9049C	Vehicle Safety	2011-05-16
A9068C	Government Site Regulations	2010-01-11
B1505C	Shipment of Dangerous Goods/ Hazardous Products	2016-01-28
G1005C	Insurance - No Specific Requirement	2016-01-28

6.11 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.

6.12 Preparation for Delivery

The vehicle/equipment must be serviced, adjusted and delivered in condition for immediate use. The interior and exterior must be cleaned before leaving the factory and being released to Transport Canada personnel at the final delivery location.

The fuel tanks must be at least half full prior to release of the vehicle(s) to Transport Canada personnel.

Any attempt by the carrier to deliver vehicles will be refused unless arrangements have been made for authorized, qualified personnel to be available to perform inspections and to accept the delivery. When the carrier is required to return due to its failure to make an appointment for delivery, Canada will not be liable to pay for additional costs.

6.13. Shipping Instructions

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. 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.

Item 001 & 002 - the contact person for delivery is: _____ *(to be inserted by PWGSC at time of contract award).*

6.14 Post-Contract Award Meeting/Pre-Production Meeting

Within ten (10) working days of the receipt of the contract, the Contractor must contact the Technical Authority to determine the details of a pre-production meeting. The meeting will be held at the Contractor's plant _____ *(Bidder to specify location).* Cost of holding such pre-production

meeting must be included in the price of the bid. Please note that the travel and living expenses for Government Personnel will be arranged and paid for by Canada. The Crown reserves the right to carry out the Post-Contract Award Meeting/Pre-Production Meeting via teleconference.

6.15 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.

6.16 Warranty

The manufacturer's standard warranty of *(to be inserted by the bidder)* (_____ months or _____ km) as administered through the designated dealer or authorized agent apply.

6.17 Material

Material supplied must be new, unused and of current production by manufacturer (2019 model-year or newer).

6.18 Interchangeability

Unless changes during the production run are authorized by the 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.

**Annex A Statement of Work
For the purchase of one (1) 2019 Tesla Model 3
for Transport Canada Innovation Centre**

Project Overview

Transport Canada (TC) has a requirement for the supply and delivery of one (1) current production Tesla Model 3 equipped with Autopilot and Self Driving Capability. The vehicle must meet the specifications below.

A bid must clearly indicate compliance or non-compliance with each of the items below by inserting Yes or No under the Compliance Column.

To ensure compliance is clear, the Bidder should utilize the numbering system that corresponds to the numbering system below.

Technical Specifications:

Item	Description	Compliance	
		Yes	No
1.0	The vehicle must include (without limitation) the following features:		
1.1	• Manufacturer: Tesla		
1.2	• Model Year: 2019		
1.3	• Make: Tesla		
1.4	• Model: Model 3 Long Range		
1.5	• Colour: As available		
1.6	• Motor: Electric, Dual Motor All Wheel Drive		
1.7	• Interior: Premium		
1.8	• Wheel: Aero Wheels		
1.9	• Autopilot		
1.10	• Full Self-Driving Capability		
2.0	At delivery, the Contractor must provide the following documentation:		
2.1	• Vehicle Identification Number (VIN)		
2.2	• Net Price: (any applicable taxes, GST, QST, fees, charges, etc. must be shown separately)		
2.3	• The original Option Label and EnerGuide Label (Monroney Sticker)		
2.4	• Two(2) keys		
2.5	• Owner's Manual		
2.6	• Copy of the completed "Pre Delivery Inspection Sheet"		
2.7	• Odometer Reading		
2.8	• New Vehicles Information Sheet (NVIS)		
2.9	• Sales Contract		
2.10	• Specification Sheet		
2.11	• Sales Brochure		

**Annex B Statement of Work
For the purchase of one (1) 2019 Tesla Model 3
for Transport Canada Innovation Centre**

Project Overview

Transport Canada (TC) has a requirement for the supply and delivery of one (1) current production Tesla Model 3 Standard Plus Rear Wheel Drive. The vehicle must meet the specifications below.

A bid must clearly indicate compliance or non-compliance with each of the items below by inserting Yes or No under the Compliance Column.

To ensure compliance is clear, the Bidder should utilize the numbering system that corresponds to the numbering system below.

Technical Specifications:

Item	Description	Compliance	
		Yes	No
1.0	The vehicle must include (without limitation) the following features:		
1.1	• Manufacturer: Tesla		
1.2	• Model Year: 2019		
1.3	• Make: Tesla		
1.4	• Model: Model 3 Standard Plus		
1.5	• Colour: As available		
1.6	• Motor: Electric, Rear Wheel Drive		
1.7	• Interior: Partial Premium		
1.8	• Wheel: Aero Wheels		
2.0	At delivery, the Contractor must provide the following documentation:		
2.1	• Vehicle Identification Number (VIN)		
2.2	• Net Price: (any applicable taxes, GST, QST, fees, charges, etc. must be shown separately)		
2.3	• The original Option Label and EnerGuide Label (Monroney Sticker)		
2.4	• Two(2) keys		
2.5	• Owner's Manual		
2.6	• Copy of the completed "Pre Delivery Inspection Sheet"		
2.7	• Odometer Reading		
2.8	• New Vehicles Information Sheet (NVIS)		
2.9	• Sales Contract		
2.10	• Specification Sheet		
2.11	• Sales Brochure		

Solicitation No. - N° de l'invitation
T8827-190012/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
HP926

Client Ref. No. - N° de réf. du client
T8827-190012/A

File No. - N° du dossier
T8827-190012/A

CCC No./N° CCC - FMS No/ N° VME
T8827-190012/A

Annex “C” TO PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

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