



**RETURN OFFERS TO:  
RETOURNER LES OFFRES A :**

**BY ELECTRONIC SUBMISSION (E-MAIL) ONLY TO:**

[MissionVehicleProcurAAO@international.gc.ca](mailto:MissionVehicleProcurAAO@international.gc.ca)

**REQUEST FOR STANDING OFFER  
(RFSO)**

Canada, as represented by the Minister of Foreign Affairs, hereby requests a Standing Offer on behalf of the Identified Users herein.

**DEMANDE D'OFFRE A  
COMMANDES (DOC)**

Le Canada, représenté par le ministre des Affaires étrangères, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

**Comments – Commentaires**

<b>TITLE – SUJET</b> Passenger Cars and Light Trucks for Canadian Diplomatic Missions	
<b>SOLICITATION NO. – NO. DE L'INVITATION</b> # 15-103444	<b>DATE</b> 12 July 2016
<b>SOLICITATION CLOSES / L'INVITATION PREND FIN</b>  On Monday 22 August 2016 at 17:00 hours Eastern Daylight Time (EDT)  Le lundi 22 Aout 2016 à 17:00h heure avancée de l'Est (HAE).	
<b>ADDRESS ENQUIRIES TO – ADRESSER TOUTES QUESTIONS À:</b> NATHAN LYON	
<b>TELEPHONE:</b> (1) 343-203-1323	<b>EMAIL - COURRIEL:</b> <a href="mailto:NATHANIEL.LYON@INTERNATIONAL.GC.CA">NATHANIEL.LYON@INTERNATIONAL.GC.CA</a>
<b>DESTINATION OF GOODS/SERVICES-DESTINATION DES BIENS/SERVICES</b>  Specified Herein  Précisé dans les présentes	
<b>VENDOR/FIRM NAME AND ADDRESS – RAISON SOCIALE ET ADRESSE DU FOURNISSEUR/DE L'ENTREPRENEUR</b>     Telephone No. - No de téléphone: Facsimile No. – No de télécopieur:	
<b>NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF THE VENDOR/FIRM</b> <b>NOM ET TITRE DE LA PERSONNE AUTORISÉE À SIGNER AU NOM DU FOURNISSEUR/DE L'ENTREPRENEUR</b>	<b>Corporate Seal</b>
_____	
<b>Signature</b>	<b>Date</b>

**Request for Standing Offer (RFSO)**  
**Global Affairs Canada (GAC)**

**TABLE OF CONTENTS**

**PART 1 - GENERAL INFORMATION**

1. Introduction
2. Summary
3. Offerors' Conference
4. Debriefings
5. Historical Usage

**PART 2 - OFFEROR INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Enquiries - Request for Standing Offers

**PART 3 - OFFER PREPARATION INSTRUCTIONS**

1. Offer Preparation Instructions
  - 1.1 Section I: Technical Offer
  - 1.2 Section II: Financial Offer
  - 1.3 Section III: Certifications

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

1. Evaluation Procedures
2. Basis of Selection

List of Attachments:

Attachment 1 to Part 4 - Technical Evaluation Criteria

Attachment 2 to Part 4 - Mandatory Requirements Precedent to Issuance of a Standing Offer

Section A: Vehicle Technical Specifications

Section B: Additional Mandatory Requirements

Attachment 3 to Part 4 - Financial Offer Presentation Sheet

**PART 5 - CERTIFICATIONS**

1. Certifications Required Precedent to Issuance of a Standing Offer

List of Attachments:

Attachment 1 to Part 5 - Certifications Required Precedent to Issuance of a Standing Offer

**PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

**6A. STANDING OFFER**

1. Offer
2. Standard Clauses and Conditions
3. Term of Standing Offer
4. Authorities
5. Identified Users
6. Call-up Procedures
7. Call-up Instrument
8. Limitation of Call-ups
9. Priority of Documents
10. Certifications
11. Applicable Laws

**Request for Standing Offer (RFSO)**  
**Global Affairs Canada (GAC)**

12. Anti-Terrorism
13. Insurance
14. Offeror Performance

**6B. RESULTING CONTRACT CLAUSES**

1. Requirement
2. Standard Clauses and Conditions
3. Term of Contract
4. Authorities
5. Payment
6. Preparation, Shipping and Delivery
7. Pre-Delivery Inspection
8. Inspection and Acceptance
9. Invoicing Instructions
10. Transportation of Dangerous Goods / Hazardous Products (as applicable)

**List of Annexes:**

- Annex "A" – Requirement
- Annex "B" – Volume Discount Pricing
- Annex "C" – Vehicle Availability Request Form

**Request for Standing Offer (RFSO)**  
**Global Affairs Canada (GAC)**

## PART 1 - GENERAL INFORMATION

### 1. Introduction

The Request for Standing Offers (RFSO) is divided into six parts plus four (4) attachments and three (3) annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;

Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 6A, Standing Offer, and 6B, Resulting Contract Clauses:  
6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Attachments include the Technical Evaluation Criteria (Attachment 1 to Part 4), the Mandatory Requirements Precedent to Issuance of a Standing Offer (Attachment 2 to Part 4), the Financial Offer Presentation Sheet (Attachment 3 to Part 4), and the Certifications Required Precedent to Issuance of a Standing Offer (Attachment 1 to Part 5).

The Annexes include Annex "A" Requirement, Annex "B" Volume Discount Pricing, and Annex "C" Vehicle Availability Request Form.

#### 1.1 Standing Offer Method of Supply

The standing offer method of supply is used by the department to satisfy its requirements by arranging with suppliers to submit a standing offer to provide goods, services or both during a specified period. The department would then authorize call-ups against the standing offer as required detailing the exact quantities of goods or level of services it wishes to order at a particular time, during the effective period of the standing offer in accordance with the predetermined conditions and pricing. The process starts with a Request for Standing Offers (RFSO) that suppliers may obtain through the [Government Electronic Tendering Service \(GETS\)](#). A RFSO is an invitation to suppliers to provide the department with a standing offer. The quantity of goods, level of services and estimated expenditure specified in the RFSO are only an approximation of requirements given in good faith. A RFSO does not commit the department to authorize the utilization of a standing offer or to procure or contract for any goods, services or both. A standing offer is not a contract. The issuance by the department of a Standing Offer and Call-up Authority to successful suppliers does not constitute an agreement by Canada to order any or all of the goods, services or both offered. The department may make one or several call-ups against a standing offer.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), and the North American Free Trade Agreement (NAFTA).

**Request for Standing Offer (RFSO)**  
**Global Affairs Canada (GAC)**

## 2. Summary

Global Affairs Canada (GAC) is seeking to establish standing offers for the supply and delivery of passenger cars and light trucks to Canadian diplomatic missions and offices outside of Canada to include 145 destinations in 107 countries, and covering six (6) distinct regions, specifically Europe, Asia & Pacific, Africa, Latin America & Caribbean, the Middle East, and North America.

The requirement includes six major vehicle categories (sedan, station wagon/hatchback, sport utility vehicle (SUV)/crossover, passenger van, cargo van, and pick-up truck), further categorized by vehicle size (compact, mid, mid-large, large), by sub-category (engine, transmission, drivetrain) and including minimum mandatory specifications and option items. The vehicle categories and specifications are described in Attachment 2 to Part 4 of the solicitation documents.

It is mandatory for Offerors to present and warrant that they possess the necessary competencies, qualifications and capacity to supply and deliver vehicles in accordance to the specifications and that are officially approved and certified for sale (i.e. homologated) to country specific requirements and regulations (including the provisions of motor vehicle safety) applicable at the final destination.

Offerors must also possess or have formal agreements with a network of authorized after-sales service locations to meet the requirements of Pre-Delivery Inspection (PDI), after-sales service, maintenance, warranty repairs and motor vehicle safety recalls within each region for which they submit an offer. The mandatory evaluation criteria for the technical offer are described in Attachment 1 to Part 4, Technical Evaluation Criteria of the solicitation documents.

Offerors must submit firm unit prices for vehicles, Incoterms 2010 that will remain in effect for the initial period of the standing offer. A price adjustment with Incoterms 2010 will be allowed for each extension period, if exercised.

Offers will be evaluated on a regional basis. Offerors may submit an offer on one or more of the six regions.

The standing offers are tentatively set for award on 01 September 2016 for an initial period of up to twelve (12) months (to be determined by region), with four (4) additional option periods of one (1) year each.

The standing offer(s) will provide an irrevocable option for the Foreign & Commonwealth Office (FCO) of the United Kingdom to acquire the goods described within the resulting Standing Offers at the same terms, conditions and pricing.

The supply and delivery of vehicles within Canada is not within the scope of this requirement. GAC acquires these vehicles through mandatory standing offers issued by Public Services and Procurement Canada (PSPC).

## 3. Offerors' Conference - Optional

An offerors' conference will be held by tele-conference for each region of the Request for Standing Offer as follows:

(a) **For the regions of Europe, Middle East and Africa:**

An offerors' conference will be held during the week of July 25<sup>th</sup> to July 29<sup>th</sup> (date/time and dial in phone number details TBD).

(b) **For the region of Asia & Pacific:**

An offerors' conference will be held during the week of July 25<sup>th</sup> to July 29<sup>th</sup> (date/time and dial in phone number details TBD).

**Request for Standing Offer (RFSO)**  
**Global Affairs Canada (GAC)**

**(c) For the region of North America**

An offerors' conference will be held during the week of July 25<sup>th</sup> to July 29<sup>th</sup> (date/time and dial in phone number details TBD).

**(d) For the region of Latin America & Caribbean:**

An offerors' conference will be held during the week of July 25<sup>th</sup> to July 29<sup>th</sup> (date/time and dial in phone number details TBD).

The scope of the requirement outlined in the Request for Standing Offers (RFSO) will be reviewed during the conference and questions will be answered. It is recommended that Offerors who intend to submit an offer attend the conference. The conference will be a maximum of one (1) hour in duration.

Offerors are requested to communicate with the Standing Offer Authority before the conference to confirm attendance. Offerors should provide, in writing, to the Standing Offer Authority, the name(s) of the person(s) who will be attending. Any clarifications or changes to the RFSO resulting from the Offerors' conference will be included as an amendment to the RFSO. Offerors who do not attend will not be precluded from submitting an offer.

**4. Debriefings**

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

**5. Historical Usage**

The following are historical usage quantities provided in good faith to assist the Offeror only and are not to be construed as a contractual commitment. Actual usage may be higher or lower.

**Global Affairs Canada**

<b>Global Affairs Canada Historical Expenditures</b>						
	<b>2014</b>	<b>2013</b>	<b>2012</b>	<b>2011</b>	<b>2010</b>	<b>2009</b>
<b>Annual Spend (\$ CAD)</b>	\$2,489,667	\$3,664,489	\$2,204,924	\$2,205,819	\$2,597,063	\$2,472,652
<b>Units Purchased (quantity)</b>	84	101	66	70	78	87

**Request for Standing Offer (RFSO)  
Global Affairs Canada (GAC)**

<b>Global Affairs Canada Regional Fleet Distribution</b>						
	<b>Africa</b>	<b>Europe</b>	<b>Middle East</b>	<b>North America (excludes Canada)</b>	<b>Latin America</b>	<b>Asia &amp; Pacific</b>
<b>Total Units (by %)</b>	24%	15.4%	11%	5.4%	22.4%	21.8%
<b>Total Units (by quantity)</b>	207	132	94	46	192	187

**Foreign and Commonwealth Office (FCO)**

<b>Foreign and Commonwealth Office (FCO) of the United Kingdom Regional Expenditures (2015)</b>						
	<b>Africa</b>	<b>Europe (excludes U.K.)</b>	<b>Middle East</b>	<b>North America</b>	<b>Latin America</b>	<b>Asia &amp; Pacific</b>
<b>Annual Spend (\$ CAD)</b>	£ 832,642	£ 543,808	£ 75,623	£ 56,304	£ 267,210	£ 360,842
<b>Units Purchased (quantity)</b>	48	40	6	4	18	26

<b>Foreign and Commonwealth Office (FCO) of the United Kingdom Regional Fleet Distribution</b>						
	<b>Africa</b>	<b>Europe</b>	<b>Middle East</b>	<b>North America (excludes Canada)</b>	<b>Latin America</b>	<b>Asia &amp; Pacific</b>
<b>Total Units (by %)</b>	34%	18%	10%	4%	11%	24%
<b>Total Units (by quantity)</b>	329	177	96	36	104	235

**Request for Standing Offer (RFSO)**  
**Global Affairs Canada (GAC)**

**PART 2 - OFFEROR INSTRUCTIONS**

**1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the Standard Acquisitions Clauses and Conditions (SACC) Manual issued by Public Works and Government Services Canada and available at:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

**1.1 Standard Instructions**

The 2006 (2015-07-03) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

The 2006 Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements is amended as follows:

- (a) Delete all references to "minister of PWGS" and replace by "Minister of Foreign Affairs"
- (b) Delete all references to "PWGSC" and replace by "DFATD"

**2. Submission of Offers**

Offers must be submitted only to the Department of Foreign Affairs, Trade and Development (DFATD) and received by the date, time and place indicated on page 1 of the Request for Standing Offers.

Only transmission of offers **by electronic mail (e-mail)** will be accepted and must only be sent to the e-mail address indicated on page 1 of the Request for Standing Offer.

Electronic offers must have a minimum of two (2) separate files attached: the first should be labelled "Technical Proposal" and the second should be labelled "Financial Proposal".

DFATD will not be responsible for failure to receive electronic offers for any reason whatsoever (including any errors attributable to DFATD IT systems). Offerors should avoid sending attachments larger than 5MB. Confirmation of receipt of offers may not be sent by DFATD.

Offerors should ensure their company name, address, the solicitation closing date and number are clearly marked on their bid submissions.

**3. Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors 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 question(s) or may request that Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered with copies to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.



**Request for Standing Offer (RFSO)**  
**Global Affairs Canada (GAC)**

**PART 3 - OFFER PREPARATION INSTRUCTIONS**

**1. Offer Preparation Instructions**

Canada requests that offerors provide their offer in separately bound and sealed sections as follows:

Section I: Technical Offer (one (1) electronic copy in PDF, MS Word, MS Excel and/or compatible format(s))

Section II: Financial Offer (one (1) electronic copy in MS Excel format or compatible format(s))

Section III: Certifications (one (1) electronic copy in PDF or compatible format(s))

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

**Section I: Technical Offer**

**1.1 Mandatory Requirements – at solicitation closing date and time (Attachment 1 to Part 4)**

The following mandatory requirements **must** be addressed and submitted within the technical offer:

(a) In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. Simply repeating the statements contained in the solicitation is not sufficient. In order to facilitate the evaluation of the offer, Canada requests that Offerors address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Offerors may refer to different sections of their offer by identifying the specific paragraph and page number where the subject topic has already been addressed.

(b) The technical offer must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the offer will be evaluated as detailed in Attachment 1 to Part 4.

**1.2 Mandatory Requirements - Precedent to Issuance of a Standing Offer (Attachment 2 to Part 4)**

The following mandatory requirements should be addressed and submitted with the technical offer, but may be submitted afterwards. If not provided in the offer, the Offeror must provide it upon request of the Standing Offer Authority.

**1.2.1 Vehicle Technical Specifications (Section A)**

The Vehicle Technical Specifications are described in Attachment 2 to Part 4 (Section A) including the categories, sub-categories, minimum mandatory technical specifications, and optional items for each category of vehicle.

Offerors must duly complete the attachment for each vehicle offered by specifying and using the drop down menu provided.

**1.2.2 Additional Mandatory Requirements (Section B)**

The additional mandatory requirements for delivery lead time, warranty, and customer service are described below.

Offerors must duly complete Attachment 2 to Part 4 (Section B) for each region and final destination offered by specifying and using the drop down menu provided.

**Request for Standing Offer (RFSO)**  
**Global Affairs Canada (GAC)**

**(a) Delivery**

The Offeror must indicate its best build (production) and delivery lead times, from receipt of an authorized call-up against the Standing Offer to each destination included in its offer. The desirable (preferred) lead time(s) are vehicle build (production) within ninety (90) to one hundred and twenty (120) days, and delivery within an additional sixty (60) days, from receipt of an authorized call-up against the Standing Offer.

**(b) Manufacturer's and/or Offeror's Standard Warranty Period**

Offerors must provide details of the manufacturer's and/or the Offeror's standard warranty period for the vehicle, equipment and its components including duration (e.g. year(s) and/or km(s)), basic complete vehicle coverage (e.g. engine, powertrain, corrosion perforation, emissions, defects, etc.), any exclusions, exceptions or nullification clauses, and any additional coverage, as applicable (e.g. road side assistance, extended warranty, etc.).

**(c) Customer Service Information**

i. The Offeror must provide its customer service contact information such as toll free service hot line phone number, e-mail address, website(s), etc., and its customer service capabilities such as a freight forwarding tracking and tracing system with associated IT systems to report on the movement and location of shipments, if any.

ii. The Offeror must provide a Standing Offer Administrator who will act as a single point of contact for administration of the Work under any resulting call-up against the Standing Offer including to address and resolve any issues, concerns and or complaints.

Offerors may provide supplemental information to address the requirements above such as pamphlets, brochures, sales catalogues, and/or references to websites where the information can be found.

**Section II: Financial Offer**

**2.1** Offerors must submit their financial offer in accordance with the Financial Offer Presentation Sheet detailed in Attachment 3 to Part 4. Applicable Taxes excluded. The Applicable Taxes are defined in Part 6B Resulting Contract Clauses, Section 2.2.1.

**2.2** Offerors must submit firm unit prices that will apply for the initial period of the Standing Offer. Offerors should also indicate their preferred annual date for the pricing adjustment of the extension periods (if exercised) within their financial offer (e.g. September 1<sup>st</sup>, January 1<sup>st</sup>, July 1<sup>st</sup>, etc.).

**2.3** Offerors must submit a separate financial offer for each region that they are proposing to supply and deliver vehicles. The six (6) regions are 1) Africa, 2) the Middle-East, 3) Latin America & Caribbean, 4) Asia & Pacific, 5) Europe, and, 6) North America. Offerors may submit pricing for one or more regions. Offerors are not required to provide pricing for all destinations within a region.

**2.4 For the Regions of Africa, Middle East, Asia & Pacific, and, Latin America & Caribbean:**

Offerors must submit an estimate of the shipping cost to destination, including all applicable taxes, if any, for evaluation purposes only. The shipping cost will form part of the financial evaluation.

**2.5 For the regions of Europe and North America:**

Offerors must include the shipping cost to destination in the firm unit price of the vehicle(s).

**Request for Standing Offer (RFSO)**  
**Global Affairs Canada (GAC)**

- 2.6** Offerors must indicate the currency of their offer as applicable to each country within the Financial Offer Presentation Sheet detailed in Attachment 3 to Part 4.
- 2.7** The Offeror should provide volume discounts as indicated within Annex “B” Volume Discount Pricing.
- 2.8** The Offeror should provide its current sales catalogue or price list(s) for option item(s) and/or accessories for each vehicle offered and indicating the percentage discount available to Canada.
- 2.9** The financial offer must include all costs for the requirement described in the RFSO for the entire period of the Standing Offer, including any option periods, if exercised. The identification of all necessary associated costs is the sole responsibility of the Offeror.
- 2.10** Offerors are requested to insert a single firm price for the items on offer as set out in the pricing tables in the Financial Offer Presentation Sheet. If the Offeror leaves any price blank, Canada will treat the price item as “\$0.00” or “0%” for evaluation purposes and may request that the Offeror confirm the price is in fact “\$0.00” or “0%”. Offerors will not be permitted to modify a price as part of this confirmation. Any Offeror who does not confirm that the price for a blank item is “\$0.00” or “0%” will be declared non-responsive. The Offeror must not modify the pricing tables.
- 2.11 Exchange Rate Fluctuation**  
The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All offers including such provision will render the offer non-responsive.

**Section III: Certifications Precedent to Issuance of a Standing Offer**

- 3.1** Offerors should complete and submit the certifications required under Part 5 with the technical offer, but they may be submitted afterwards. If not provided in the offer, the Offeror must provide it upon request of the Standing Offer Authority.

**Request for Standing Offer (RFSO)**  
**Global Affairs Canada (GAC)**

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

**1. Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

**1.1. Technical Evaluation**

**1.1.1 Mandatory Technical Criteria**

- (a) Each offer will be reviewed to determine whether it meets the mandatory requirements of the solicitation. All elements of the offer solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Offers that do not comply with each and every mandatory requirement will be considered non-responsive and disqualified.
- (b) For technical evaluation purposes, each vehicle offered will be evaluated based on its vehicle category and sub-category. The categories are compact sedan, mid-large sedan, compact station wagon/hatchback, mid-large station wagon/hatchback, small SUV, mid SUV, large (rugged) SUV, 7-8 passenger van, 9-10 passenger van, 12-15 passenger van, light cargo van, regular cargo van, compact pick-up truck, and mid-large pick-up truck. The sub-categories are engine (gas, diesel, hybrid, and plug in battery only), transmission (automatic or manual), drivetrain (2WD or AWD/4x4) and in some cases, cab size, and vehicle sub-type.
- (c) **At the solicitation closing date and time:**  
  
Offerors must meet the technical evaluation criteria as described in Attachment 1 to Part 4.
- (d) **Prior to issuance of a Standing Offer:**  
  
Offerors must meet the mandatory requirements as described in Attachment 2 to Part 4 Mandatory Requirements Precedent to Issuance of a Standing Offer, Sections A and B.
- (e) In the event that the Offeror fails to submit the information required in (d) within the offer, the Standing Offer Authority will request it thereafter in writing, after the closing date of the bid solicitation. It is mandatory that the Offeror provide the required information within such period as specified by the Standing Offer Authority in the written notice to the Offeror. Offerors that do not respond or provide the information within the required timeframe will be considered non-responsive and disqualified.

**1.2 Financial Evaluation**

**1.2.1 Evaluation of Price**

For financial evaluation and Offeror selection purposes only, the Total Evaluated Price (TEP) of the offer will be determined as follows:

- (a) For the regions of Europe, and North America:

The price of the offer will be evaluated in Canadian dollars, Delivered At Place (DAP), Incoterms 2010. Applicable Taxes excluded.

**Request for Standing Offer (RFSO)**  
**Global Affairs Canada (GAC)**

The Total Evaluated Price will be the firm vehicle unit price quoted in column I. The column I (firm unit price) will be calculated by subtracting the discount % amount in column H from the price quoted in column G (unit list price); the calculation follows:

$$TEP = G - (G * H)$$

- (b) For the regions of Africa, Middle-East, Latin America & Caribbean, and Asia & Pacific:

The price of the offer will be evaluated in Canadian dollars, Ex Works (EXW), Incoterms 2010, Applicable Taxes excluded from the firm unit price and included for the estimated shipping cost to destination, Cost and Freight (CFR), Incoterms 2010.

The Total Evaluated Price will be the sum of column I (firm unit price) and column J (estimated shipping cost). The column I (firm unit price) will be calculated by subtracting the discount % amount in column H from the price quoted in column G (unit list price); the calculation follows:

$$TEP = \text{column (I)} + \text{column (J)}$$

$$\text{Column (I)} = G - (G * H)$$

- (c) Offers submitted in foreign currency will be converted to Canadian currency for the financial evaluation. The noon rate(s) given by the Bank of Canada in effect on the RFSO closing date will be applied as a conversion factor to the offers submitted in foreign currency. The Bank of Canada exchange rates are available at: <http://www.bankofcanada.ca/rates/exchange/>
- (d) For a currency that is not available on the Bank of Canada site only, the historical exchange rate in effect on the RFSO closing date and available at the following site will be applied as the conversion factor to Canadian currency: <http://www.xe.com/>

### 1.2.2 Financial Capability

The Offeror must have the financial capability to fulfill this requirement. To determine the Offeror's financial capability, the Standing Offer Authority may, by written notice to the Offeror, require the submission of some or all of the financial information detailed in SACC manual clause M9033T (2011-05-16) during the evaluation of offers. The Offeror must provide the information to the Standing Offer Authority within fifteen (15) working days of the request or as specified by the Standing Offer Authority in the notice.

## 2. Basis of Selection – Multiple Items

2.1 To be declared responsive, an offer must:

- (a) comply with all the requirements of the Request for Standing Offer;
- (b) meet all mandatory technical evaluation criteria as detailed in Attachment 1 to Part 4; and,
- (c) meet all mandatory requirements precedent to issuance of a standing offer as detailed in Attachment 2 to Part 4.

2.2 Up to five (5) of the responsive offers with the lowest evaluated price on an item by item basis to each destination will be recommended for issuance of a standing offer.

**Request for Standing Offer (RFSO)  
Global Affairs Canada (GAC)**

**ATTACHMENT 1 TO PART 4  
TECHNICAL EVALUATION CRITERIA**

**1.0 Mandatory Technical Criteria**

The Offer must meet the mandatory technical criteria specified below at the solicitation closing date and time. The Offeror must provide the necessary documentation to support compliance with this requirement.

Offers which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Offeror's must present and warrant by written confirmation that they meet the requirements of MT1 to MT4 by submitting the signed certifications within Attachment 1 to Part 5 Certifications Precedent to Issuance of a Standing Offer.

**MT1. Conduct of the Work**

The Offeror must provide written confirmation that it possesses all necessary competencies, capacity and qualifications to perform the "Work". Work is defined as the supply and delivery of passenger cars and light trucks in accordance with the specifications listed in the RFSO and the quantity, availability, lead time, delivery to destination, service standards, after sales service, warranty, and administration necessary to fulfill the department's requirements.

**MT2. Motor Vehicle Safety**

The Offeror must provide written confirmation that it will supply vehicles meeting the applicable provisions for motor vehicle safety required by regional, national, provincial or local statutes, laws or acts and/or regulations that are in force on the date of manufacture and applicable at the final destination.

**MT3. Motor Vehicle Homologation**

The Offeror must provide written confirmation that it will supply vehicles that are officially approved and certified for sale (i.e. homologated) to country specific requirements and regulations required by regional, national, provincial, and local statutes, laws and acts applicable at the final destination.

**MT4. Authorized After Sales Service Network**

The Offeror must provide written confirmation that it owns or has formal written agreement(s) with a network of authorized after sales service location(s) within each region for which it submits an offer that enables the Offeror to meet the requirements of Pre-Delivery Inspection, after-sales service, maintenance, and warranty and safety recall repairs to end users at Canadian missions.

**MT5. Manufacturer's and/or Offeror's Standard Warranty Period**

The Offeror must provide written confirmation that it will honor the manufacturers and/or its own standard warranty period for the vehicle, equipment and its components including requirements of motor vehicle safety recalls.

**Request for Standing Offer (RFSO)  
Global Affairs Canada (GAC)**

**ATTACHMENT 2 TO PART 4 – SECTION A  
VEHICLE TECHNICAL SPECIFICATIONS**

Refer to MS Excel attachment entitled Attachment 2 to Part 4\_Section A\_specs\_EN.xlsx

The following is an illustrative example of a duly completed form for the Compact Sedan category:

<b>A1. COMPACT SEDAN (2WD ONLY) 4 door / 5 passenger</b>		
<b>Category Information</b>	<b>Additional Mandatory Criteria</b>	<b>Technical Offer</b>
Make / Model		<b>AMC Rambler</b>
Model No. (#), and Driver Side (e.g. Left LHD, Right RHD)		<b>XYZ123</b>
Wheelbase – mm / inches	<i>Minimum wheelbase of (2590 mm / 102 inches) to Less Than ( 2717 mm / 107 inches)</i>	<b>106.5 inches</b>
Curb Weight – kg / lb		<b>2900 lbs</b>
<b>Engine / Transmission</b>	<b>Additional Mandatory Criteria</b>	<b>Technical Offer</b>
Type (Gas, Diesel, Hybrid or Battery only)		<b>Gas</b>
Size (cc or Litres (L) and # of cylinders)	<i>2,400 cc (2.4L) or smaller engine; 4 cylinders or less</i>	<b>2400 cc 4 cyl</b>
Horsepower (bhp or kw)	<i>Maximum horsepower / kilowatts (170 hp / 126 kw)</i>	<b>150 hp</b>
Torque (foot lbs or nm)		<b>140 ft lbs</b>
Transmission (Automatic or Manual)		<b>Automatic</b>
<b>Minimum Standard Features (MANDATORY)</b>	<b>Additional Mandatory Criteria</b>	<b>Technical Offer</b>
Power Steering		<b>YES</b>
Anti-lock Braking System (ABS) – all wheels		<b>YES</b>
Supplemental Inflatable Restraint (SIR), front driver and passenger (airbags)		<b>YES</b>
Wheel Size / Tires	<i>Maximum wheel and tire size of 17"</i>	<b>16 inch</b>
Windshield wipers, Intermittent or Variable		<b>YES</b>
Front bucket seats and Rear bench, with cloth or equivalent material ( <b>no leather</b> )	<i>*Models offered with leather seating will only be evaluated in the absence of other offers</i>	<b>fabric</b>
Safety Belts, all seats, and, 2 x 3pt front, 2 x 3pt rear		<b>YES</b>
Heater and Air Conditioning (A/C), front		<b>YES</b>
Power Windows and Power Door Locks		<b>YES</b>
AM/FM Radio		<b>YES</b>
<b>Additional Features (OPTIONAL)</b>		<b>Technical Offer</b>
Rear bench, folding or split folding		<b>60 / 40 split folding</b>
Supplemental Inflatable Restraint (SIR), additional (e.g. side, rear, curtain, etc.)		<b>NO</b>
Automatic speed (cruise) control and/or Tilt Steering		<b>INCLUDED</b>
Central Door Locking		<b>OPTIONAL</b>

RFP No. 15-103444	Date: 16 June 2016
<b>Request for Standing Offer (RFSO)</b> <b>Global Affairs Canada (GAC)</b>	

**ATTACHMENT 2 TO PART 4 – SECTION B  
ADDITIONAL MANDATORY REQUIREMENTS**

Refer to MS Excel attachment entitled Attachment 2 to Part 4\_Section B\_EN.xlsx

The following is an illustrative example of a duly completed line item within the additional mandatory requirements spreadsheet:

DESTINATION			DELIVERY LEAD TIME		PRE-DELIVERY INSPECTION (PDI)*		AUTHORIZED AFTER SALES SERVICE*			WARRANTY		
COUNTRY	FINAL DESTINATION	DELIVERY DESTINATION	PRODUCTION / BUILD LEAD TIME as applicable	DELIVERY LEAD TIME	PRE-DELIVERY INSPECTION (PDI) LOCATION (at destination country)		AUTHORIZED AFTER SALES SERVICE LOCATION (at destination country)			STANDARD WARRANTY PERIOD	STANDARD WARRANTY COVERAGE	ADDITIONAL WARRANTY COVERAGE
	City of Mission	named port or place of destination	in calendar days		Name	Address	Name	Address	Near/ Within Final Destination	in year(s) and/or km(s)/mile(s)	e.g. basic, powertrain, corrosion, emissions control	e.g. extended, road side assistance, etc., if applicable
Austria	Vienna	Vienna	0	60	Distributor XYZ Inc.	789 Main Street Boumerdès, Algeria	ABC Service Inc.	123 North Avenue. Algiers, Algeria	YES	2 years - 40,000 km	refer to attachment	2 year (24hr) road side assistance included



<b>RFP No.</b> 15-103444	<b>Date:</b> 12 July 2016
<b>Request for Standing Offer (RFSO)</b> <b>Global Affairs Canada (GAC)</b>	

**ATTACHMENT 3 TO PART 4**  
**FINANCIAL OFFER PRESENTATION SHEET**

Refer to MS Excel attachments for each region entitled:

*Financial Offer Sheet\_1\_Africa\_EN.xlsx*

*Financial Offer Sheet\_2\_MiddleEast\_EN.xlsx*

*Financial Offer Sheet\_3\_Latin America&Carib\_EN.xlsx*

*Financial Offer Sheet\_4\_Asia&Pacific\_EN.xlsx*

*Financial Offer Sheet\_5\_Europe\_EN.xlsx*

*Financial Offer Sheet\_6\_North America\_EN.xlsx*

The following is an illustrative example of a duly completed line item (region of Africa) within the financial offer presentation spreadsheet:

VEHICLE INFORMATION						PRICING						
VEHICLE CATEGORY	MAKE	MODEL	MODEL SHORT DESCRIPTION	MODEL COMMENTS / EXCLUSIONS [as applicable]	MODEL NUMBER /CODE [as applicable]	VEHICLE UNIT LIST PRICE	VEHICLE UNIT DISCOUNT % [if any]	VEHICLE FIRM UNIT PRICE (Ex Works (EXW) Incoterm 2010)	ESTIMATED SHIPPING COST (CFR Incoterm 2010)	TOTAL EVALUATED PRICE	CUR--RENCY OF OFFER	DELIVERY DESTINATION (named port or place of destination)
Mid Large Sedan	AMC	Estate	2.4L 4 cyl, 150hp, hybrid gas, auto, 4x4, Sport XL	leather trim seats	ABC123	22,000	10%	19,800	4,000	23,800.00	USD	Algiers

**Request for Standing Offer (RFSO)**  
**Global Affairs Canada (GAC)**

**PART 5 - CERTIFICATIONS**

Offerors must provide the required certifications and documentation to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with this request will also render the offer non-responsive or may result in the setting aside of the Standing Offer or constitute a default under the Contract.

**1. Certifications Precedent to the Issuance of a Standing Offer**

The certifications listed in Attachment 1 to Part 5 should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

**Request for Standing Offer (RFSO)**  
**Global Affairs Canada (GAC)**

**ATTACHMENT 1 TO PART 5**  
**CERTIFICATIONS PRECEDENT TO ISSUANCE OF A STANDING OFFER**

**1. Code of Conduct and Certifications - Related documentation**

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006.

**2. Conduct of the Work (*certification for MT1*)**

The Offeror represents and warrants that: it is competent to perform the Work; it has everything necessary to perform the Work, including the capacity, resources, facilities, labour, technology, equipment, and materials; and it has the necessary qualifications, including knowledge, competencies, skill, know-how and experience, and the ability to use them effectively to perform the "Work".

Work is defined as the supply and delivery of passenger cars and light trucks in accordance with the specifications listed in the RFSO and the quantity, availability, lead time, delivery to destination, service standards, after sales service, warranty, and administration necessary to fulfill the department's requirements.

**3. Motor Vehicle Safety (*certification for MT2*)**

The Offeror represents and warrants that it will supply vehicles meeting the applicable provisions for motor vehicle safety required by regional, national, provincial or local statutes, laws, acts and/or regulations that are in force on the date of manufacture and applicable at the final destination.

**4. Motor Vehicle Homologation (*certification for MT3*)**

The Offeror represents and warrants that it will supply vehicles that are officially approved and certified for sale (i.e. homologated) to country specific requirements and regulations required by regional, national, provincial, and local statutes, laws and acts applicable at the final destination.

**5. Authorized After-Sales Service Network (*certification for MT4*)**

The Offeror represents and warrants that it owns or has formal agreement(s) with a network of authorized after sales service location(s) within each region of its offer that enables the Offeror to meet the requirements of Pre-Delivery Inspection and after-sales service, maintenance, warranty repairs and motor vehicle safety recalls to end users at Canadian missions.

**6. Manufacturer's and/or Offeror's Standard Warranty Period**

The Offeror represents and warrants that it will honor the manufacturers and/or its own standard warranty period for the vehicle, equipment and its components including requirements of motor vehicle safety recalls.

**Certification**

By submitting an Offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

\_\_\_\_\_  
Name & Signature of Authorized Individual

\_\_\_\_\_  
Date

**Request for Standing Offer (RFSO)**  
**Global Affairs Canada (GAC)**

**PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

**6A. STANDING OFFER**

**1. Offer**

The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A" and the Volume Discount Pricing at Annex "B" for the supply and delivery of new and unused vehicles to the Department of Foreign Affairs, Trade and Development.

**1.1** Canada reserves the right to acquire option item(s) and accessories that are not described within Annex "A" Requirement. It is the Offeror's responsibility to provide regular, seasonal or sales catalogues or current published price lists, less a discount percentage (if any) to the Standing Offer Authority for any available option item(s) and accessories.

**1.2** The Offeror must provide Canada with any further price reductions in effect as a result of special offerings due to year end or surplus manufacturing runs, special job lots, sales, clearances, or promotions. These price reductions must be approved by the Standing Offer Authority prior to call-up authorization.

**2. Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* issued by Public Works and Government Services Canada. The SACC Manual is available at:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

**2.1 General Conditions**

2005 (2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

The General Conditions are available at:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2005/13>

**2.1.1** The 2005 General Conditions is amended as follows:

Delete: the Minister of Public Works and Government Services (PWGS)  
Replace by: the Minister of Foreign Affairs (FA)

**2.2 Periodic Usage Reports - Standing Offer**

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer.

The Offeror must provide this data in accordance with the reporting requirements template provided by the Standing Offer Authority. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a quarterly basis and include (but not limited to) the following details:

- (a) Destination (city, country and mission);
- (b) Requested by / Ordered by;

**Request for Standing Offer (RFSO)**  
**Global Affairs Canada (GAC)**

- (c) Model Year, Make, Model, and Vehicle Category;
- (d) Vehicle specifications (e.g. engine, transmission, drivetrain) and option items;
- (e) Firm unit price, shipping cost (if any) and currency;
- (f) Date ordered;
- (g) Date produced (if any);
- (h) Date delivered to destination;
- (i) Warranty period (from in service date to end of warranty period);
- (j) Motor Vehicle Safety recalls (if any); and,
- (k) Invoice number.

The data must be submitted to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the reporting period.

### 3. Term of Standing Offer

#### 3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from \_\_\_\_\_ to \_\_\_\_\_.

*NOTE: the initial period of the standing offer(s) will be up to a maximum of twelve (12) months, to be determined at SO award, based on each region and the pricing adjustment date specified by the Offeror(s).*

#### 3.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for four (4) additional periods of one (1) year each, under the same conditions and at the rates or prices adjusted in accordance with Article 3.4 of the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority fifteen (15) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### 3.3 Build out Condition

When a vehicle is no longer available, the Offeror must notify the Standing Offer Authority by e-mail immediately when the information becomes available.

If a model becomes unavailable, Canada reserves the right to purchase the next model year vehicle or the replacement model vehicle at the same pricing and under the same conditions specified in the Standing Offer, otherwise the vehicle will be temporarily withdrawn from the Standing Offer, until the pricing adjustment period. Upon notification of extension of the Standing Offer, Offerors will be authorized to submit adjusted prices to the Standing Offer Authority in accordance with Article 3.4

For replacement model vehicle(s) the Offeror must provide a vehicle that meets the criteria used in the selection of the Offer and be acceptable to Canada.

#### 3.4 Extension Period – Pricing Adjustment(s)

- 3.4.1 The firm unit price(s) detailed in Annex “A” Requirement of the Standing Offer are subject to adjustment, effective on \_\_\_\_\_ (*date to be determined at SO award, based on each region*) for each extended period of the Standing Offer, if exercised.

Any price adjustment(s) must be approved by the Standing Offer Authority and will be evidenced through a revision to the Standing Offer.

**Request for Standing Offer (RFSO)**  
**Global Affairs Canada (GAC)**

3.4.2 Canada may require that price support be provided for any extension period pricing adjustment(s). The Offeror must provide, on Canada's request, one or more of the following price support:

- (a) a current published price list indicating the percentage discount available to Canada; or
- (b) a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- (c) a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- (d) price or rate certifications ([SACC Clause C0001T](#)); or
- (e) any other supporting documentation as requested by Canada.

The Standing Offer Authority reserves the right to refuse any substitutions and/or pricing adjustments that do not represent fair value to Canada, in which case the item will be withdrawn from the Standing Offer.

### 3.5 Optional Goods – Foreign & Commonwealth Office (FCO)

The Offeror grants to the Foreign & Commonwealth Office (FCO) of the United Kingdom, the irrevocable option to acquire the goods described at Annex “A” Requirement of the Standing Offer under the same terms and conditions and at the prices and/or rates stated in the Standing Offer.

The option may only be exercised by the FCO and will be evidenced, for administrative purposes only, by separate resulting standing offer(s) or contract(s) between the Offeror and the FCO.

## 4. Authorities

### 4.1 Standing Offer Authority

The Standing Offer Authority is:

Nathaniel Lyon  
 Contracting Specialist  
 Mission Procurement Operations (AAO)  
 Global Affairs Canada  
 125 Sussex Drive  
 Ottawa ON K1A 0G2

Telephone: 1 (343) 203-1330  
 Facsimile: 1 (613) 944-2222  
 E-mail address: [nathaniel.lyon@international.gc.ca](mailto:nathaniel.lyon@international.gc.ca)

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable.

### 4.2 Offeror's Representative *[to be entered at award]*

The Offeror's Representative for the Standing Offer is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
 Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

**Request for Standing Offer (RFSO)**  
**Global Affairs Canada (GAC)**

The Offeror's representative must have the responsibility and authority to ensure that all administrative matters of the Standing Offer and any resulting contracts (call-ups) are addressed by the Offeror such as day to day administration, order fulfillment, adherence to terms and conditions, monitoring of performance and production/transit times, reporting, resolving of issues or complaints, notification of delayed, lost, damaged or tampered shipments, and immediate notification of any motor vehicle safety recalls. The representative must be able to communicate fluently in either English or French, both orally and in writing. Requests must be responded to within two (2) business days.

**5. Identified Users**

The Identified Users authorized to make call-ups against the Standing Offer are authorized mission employees of the Department of Foreign Affairs, Trade and Development.

**6. Call-up Procedures**

- a. The Identified User will contact the Offeror directly (by e-mail and/or phone) to request a vehicle described in Annex "A" Requirement for their final destination/country in accordance with the Standing Offers. The request must be provided to the Offeror using the duly completed form Annex "C" Vehicle Availability Request Form.
- b. The Offeror must acknowledge receipt of the request within two (2) business days, and, confirm availability and all order details within a maximum of seven (7) business days from receipt of the request.
- c. The Offeror must confirm availability, price, and any discount(s) for option item(s) and accessories, and confirm exterior and interior colors with the Identified User, as requested.
- d. The Identified User will issue an authorized call-up against Standing Offer (resulting contract) to the Offeror to confirm ordering of the vehicle.
- e. Upon receipt of the authorized call-up, the Offeror will supply and deliver the vehicle(s) to the delivery destination in accordance with the call-up and the Standing Offer.
- f. The Offeror's acceptance of the call-up signifies acceptance of the terms and conditions of the Standing Offer. Only the vehicles identified in the Standing Offer are authorized for call-up.
- g. For bulk buys, or for Requests for Volume Discount (RVD), the Standing Offer Authority will issue the request directly to the Offeror.

**6.1 Exceptions to Call-up Procedures**

Canada reserves the right to request supply and delivery of vehicle(s) listed in Annex "A" Requirement to unanticipated destination(s) such as for new or relocated missions, or where there is insufficient vehicle offerings or where build out conditions have reduced available vehicles to the destination. The Standing Offer Authority must authorize any exceptions to the call-up procedures and will confirm the order with the Offeror prior to authorization of a call-up.

**7. Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using the DFATD form Call-up against a Standing Offer for passenger vehicles and light trucks.

**8. Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$400,000.00 in Canadian dollars, Applicable Taxes included, as applicable. Call-ups for bulk buys must be authorized by the Standing Offer Authority.

**Request for Standing Offer (RFSO)**  
**Global Affairs Canada (GAC)**

**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 call up against the Standing Offer including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2016-04-04), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010A (2016-04-04), General Conditions - Goods (Medium Complexity);
- e) Annex "A" Requirement;
- f) Annex "B" Volume Discount Pricing;
- g) The Offeror's offer dated \_\_\_\_\_, "as clarified on \_\_\_\_\_" (*if applicable*).

**10. Certifications****10.1 Compliance**

The continuous compliance with the certifications provided by the Offeror with its offer are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

**11. Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

**12. Anti-Terrorism**

Consistent with numerous United Nations Security Council resolutions, including S/RES/1267 (1999) concerning Al Qaida and the Taliban, and associated individuals and entities, both Canada and the Offeror are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. The Offeror acknowledges that neither it, nor any of its employees, Directors, or agents is an entity listed, in relation to terrorists groups and those who support them, under subsection 83.05 of the Criminal Code of Canada, and as identified thereto in a "List of Entities"\* and that it is not nor will it knowingly work with any party and entity appearing on the New Consolidated List established and maintained by the UN Security Council's 1267 Committee.

Furthermore, the Offeror acknowledges that it will not knowingly directly or indirectly collect, provide or make available funds or property intending that they be used, or knowing that they will be used, to carry out or facilitate terrorist activities, or knowing that the funds or property will be used or will benefit a terrorist entity as identified in the List of Entities.

\* the List of Entities may be found at <http://laws-lois.justice.gc.ca/eng/regulations/SOR-2002-284/index.html>

**13. Insurance**

The Offeror must comply with the insurance requirements specified in the Resulting Contract Clauses, Article 6.3 Shipping Instructions – Incoterms 2010.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under any resulting contract and to ensure compliance with any applicable law. Any additional insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the resulting contract.



**Request for Standing Offer (RFSO)**  
**Global Affairs Canada (GAC)**

**14. Offeror Performance****14.1 Progress Meetings**

Progress meetings, chaired by the Standing Offer Authority will take place by video or teleconference, generally once each year. Interim meetings may also be scheduled. The Offeror's attendee(s) at these meetings will, as a minimum, be its Standing Offer Representative. Progress meetings will address any concerns, issues, questions or non-performance during the Standing Offer period.

**14.2 Performance Monitoring**

The Offeror's performance during and upon completion of the Work may be evaluated by Canada. The evaluation may be based on, but not limited to: order fulfillment, quality, customer service, vehicle availability, delivery, timeliness of completion of the work, after sales service and warranty, website availability, adherence to specifications, motor vehicle safety, homologation, and contract terms and conditions.

**Request for Standing Offer (RFSO)**  
**Global Affairs Canada (GAC)**

## 6B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer:

### 1. Requirement

The Contractor must provide the item(s) detailed in the call-up against the Standing Offer. All item(s) supplied must be new and unused (current model year or newer).

### 2. Standard Clauses and Conditions

#### 2.1 General Conditions

2010A (2016-04-04) General Conditions – Goods (Medium Complexity), apply to and form part of the Contract. The general conditions 2010A are available at:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010A/17>

2.2 The 2010A General Conditions is amended as follows:

2.2.1 At Section 01 Interpretation:

Delete: the Minister of Public Works and Government Services  
Replace by: the Minister of Foreign Affairs

Delete the definition of Applicable Taxes in its entirety  
Replace by:

“Applicable Taxes”

means the Value Added Tax (VAT), the Goods and Services Tax (GST), the Consumption Tax (CT) and any other tax, by law, payable by Canada such as, customs duties, excises taxes, and registration tax.

Insert:

“Mission” means Embassy, High Commission, Permanent Mission, Consulate General, Consulate, Consular Agency, or Office of the Government of Canada abroad.

2.2.3 At Section 09 Warranty:

Delete: The warranty period will be 12 months after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.

Replace by: The warranty period will be the length of the Offeror's or manufacturer's standard warranty period as indicated in Annex “A” Requirement, as administered through the Offeror or authorized agent.

### 3. Term of Contract

#### 3.1 Delivery Date

The Contractor must make the complete delivery by the date indicated in the call-up against the Standing Offer.

**Request for Standing Offer (RFSO)**  
**Global Affairs Canada (GAC)**

#### 4. Authorities

##### 4.1 Contracting Authority:

The Contracting Authority for the contract will be indicated in each call-up against the Standing Offer.

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. Changes to the scope of the Work will only be made through a contract amendment issued by the Contracting Authority.

#### 5. Payment

##### 5.1 Basis of Payment – Firm Unit Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) for vehicle(s), Incoterms 2010, as specified in the Requirement at Annex “A” of the Standing Offer. Applicable Taxes are extra or subject to exemption.

A volume discount will apply for bulk buys as per discount(s) provided in the Volume Discount Pricing Tables at Annex “B”.

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.

##### 5.2 Basis of Payment – Direct Expense(s) – Shipping

Applies only to the four regions of Africa, Middle-East, Latin America & Caribbean, and Asia & Pacific

In consideration of the Contractor satisfactorily completing all of its obligations under the contract, the Contractor will be reimbursed for the direct expense(s) for shipping of vehicle(s), Incoterms 2010, reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

##### 5.3 Method(s) of Payment

###### 5.4.1 Single Payment - Incoterms 2010 DAP, DDP:

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) DAP only - all documents required in article 6.4 Shipping Documentation and any other documents required by the Contract have been submitted;
- (c) all such documents have been verified by Canada;
- (d) the Work delivered has been accepted by Canada.

**Request for Standing Offer (RFSO)**  
**Global Affairs Canada (GAC)**

**5.4.2 Advanced Payment Subject to Holdback - Incoterms 2010 CPT, CIP, CFR, CIF, and FOB port of destination:**

Canada will pay the Contractor in advance for the Work, less a holdback of twenty (20%) of the total amount to be paid under the Contract, if:

- (a) an accurate and complete invoice has been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all documents required in article 6.4 Shipping Documentation and any other documents required by the Contract have been submitted;
- (c) all such documents have been verified by Canada.

The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of the item(s) if the Work has been accepted by Canada and a final claim for the payment is submitted.

Payments made under clauses relating to advance payments will not constitute or result in a transfer of ownership of the item(s).

## **6. Preparation, Shipping and Delivery**

### **6.1 Packaging, Labelling and Marking**

- 6.1.1 The methods used for preservation and packaging (including for (de) stuffing, crating, marking and labelling) 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), or for air freight, or by Pure Car Carrier (PCC).
- 6.1.2 Shipments are to be made on a duty free basis, except by prior approval of the Contracting Authority and must be clearly marked as "DIPLOMATIC CARGO" including on all crates, pallets, and/or parcels. If, as a result of the Contractor's failure to do so, Canada is obligated to pay customs duties or excise taxes, the Contractor will reimburse Canada any amount owing. Canada will, upon request, provide the Contractor a certificate of exemption from such customs duties or excise taxes in the form prescribed by applicable regulations.

### **6.2 Preparation for Delivery**

- 6.2.1 Each vehicle must be shipped from origin to destination in accordance with standard commercial practices and not driven on the road (without prior arrangements and approval from the Contracting Authority). Unless otherwise directed, delivery must be made by the most economical means.
- 6.2.2 Any attempt by the carrier to deliver vehicles will be refused by Canada unless arrangements have been made for authorized personnel to be available to perform inspections and to accept the delivery. When the carrier is responsible for delays in delivering the goods, or required to return due to its failure to make an appointment for delivery, Canada will not be liable to pay for additional costs. Any additional costs incurred by Canada as a result must be reimbursed by the Contractor.

**Request for Standing Offer (RFSO)**  
**Global Affairs Canada (GAC)**

### 6.3 Shipping Instructions – Incoterms 2010

Goods must be consigned and delivered to the destination, Incoterm 2010, as specified in the call-up and in accordance to the following:

#### **Sea and inland waterway transportation only:**

6.3.1. Cost and Freight (CFR) to \_\_\_\_ (*insert named port of destination*) including all prepaid delivery charges and administration costs. Applicable Taxes are extra or subject to exemption.

6.3.2. Cost, Insurance and Freight (CIF) to \_\_\_\_ (*insert port of destination*) including all prepaid delivery charges, insurance and administration costs. Cargo Insurance must be to minimum Institute Cargo Clauses (A), all risks. Applicable Taxes are extra or subject to exemption.

6.3.3. Free on Board (FOB) Port\* to \_\_\_\_ (*insert named port of destination*) including all prepaid delivery charges and administration costs. Applicable Taxes are extra or subject to exemption.

\* FOB to be used for non-containerized (Roll On Roll Off) or pure car carrier (PCC) only.

#### **Any mode or modes of transportation:**

6.3.4. Carriage Paid To (CPT) \_\_\_\_ (*insert named place of destination*) including all prepaid delivery charges and administration costs. Applicable Taxes are extra or subject to exemption.

6.3.5. Carriage and Insurance Paid (CIP) to \_\_\_\_ (*insert named place of destination*) including all prepaid delivery charges, insurance and administration costs. Cargo insurance must be to minimum Institute Cargo Clauses (A), all risks. Applicable Taxes are extra or subject to exemption.

6.3.6. Delivered At Place (DAP) \_\_\_\_ (*insert named place of destination*) including all delivery charges, administration, costs and risks of transport, excluding customs clearance and payment of customs duties. Applicable Taxes extra or subject to exemption.

6.3.7. Delivered Duty Paid (DDP) to \_\_\_\_\_ (*insert named place of destination*) including all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties. Value Added Tax (VAT) or equivalent federal tax is extra or subject to exemption.

With the exception of 6.3.3, all terminal handling costs and fees are included in the above Incoterms.

### 6.4 Shipping Documentation

The Contractor must provide the following documentation to the Contracting Authority immediately upon release of the shipment:

- (a) Two (2) original and two (2) non-negotiable copies of the Bill of Lading and/or Air Way Bill;
- (b) One (1) original and one (1) copy of the commercial invoice;
- (c) One (1) copy of the packing list(s), if applicable;
- (d) One (1) original proof of origin document (e.g. Certificate of Origin, Production, or Conformity);

**Request for Standing Offer (RFSO)**  
**Global Affairs Canada (GAC)**

- (e) One (1) original and one (1) copy of the marine cargo insurance certificate, if applicable;
- (f) One (1) copy of a New Vehicle Information Statement (vehicle information, e.g. year of manufacture, engine type/size, engine #, VIN #, etc.); and,
- (g) Any other required export documentation.

## **7. Pre-Delivery Inspection (PDI)**

- 7.1 The Contractor or its authorized agent must provide pre-delivery inspection (PDI) and pre-servicing of the vehicle in accordance with standard commercial practices at origin or destination, and deliver the vehicle in condition for immediate use.
- 7.2 The Contracting Authority or authorized delegate will be responsible to arrange inbound logistics and transportation of the vehicle from the destination to the authorized pre-delivery inspection location for PDI provided at destination.
- 7.3 An Owner's Manual and two (2) sets of keys must be provided with each vehicle. The Owner's Manual must include proper instructions for the maintenance and repair of the vehicle.

## **8. Inspection and Acceptance of the Work**

- 8.1 All the Work is subject to inspection and acceptance by the Contracting Authority (or delegate) at the authorized PDI location (for PDI performed by the Contractor at destination) or at the final destination (for PDI performed by the Contractor at origin).
- 8.2 Inspection and acceptance of the Work by Canada does not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense. Work may be rejected based on, but not limited to, the following:
  - (a) Failure to meet the required vehicle specifications;
  - (b) Failure to meet the requirements of motor vehicle safety and/or homologation;
  - (c) Any damages, attributable to the Contractor or its agent(s), caused by improper packaging, marking, labelling, carriage, containerized (de) stuffing and handling.

In the case of delayed shipments where the Contractor is responsible for the delay, the Contractor is responsible for reimbursement of costs to Canada associated with the delay such as but not limited to car rental fees.

## **9. Invoicing Instructions**

### **9.1 Incoterms 2010 DAP, DDP:**

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.

Each invoice must be supported by:

- (a) a copy of the invoices, receipts, vouchers for all direct expenses;
- (b) a copy of the release document and any other documents as specified in the Contract;

**Request for Standing Offer (RFSO)**  
**Global Affairs Canada (GAC)**

9.1 Incoterms 2010 CPT, CIP, CFR, CIF, and FOB port of destination:

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until the documentation required in clause 6.4 Shipping Documentation is provided.

Each invoice must be supported by:

- (a) a copy of the invoices, receipts, vouchers for all direct expenses;
- (b) a copy of the release document and any other documents as specified in the Contract;
- (c) Prepaid transportation costs must be shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill of lading.

9.2 Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the consignee at the address of the mission shown on page 1 of the call-up document for certification and payment.

**10. Transportation of Dangerous Goods / Hazardous Products (as applicable)**

The Contractor must obtain authorization from the required government authorities to transport dangerous goods/hazardous products before the carrier may accept a charter involving the transportation of dangerous goods/hazardous products.

RFP No. 15-103444	Date: 12 July 2016
<b>Request for Standing Offer (RFSO)</b> <b>Global Affairs Canada (GAC)</b>	

**ANNEX "A"**  
**REQUIREMENT**

**To be completed by the Standing Offer Authority precedent to award of Standing Offer(s)**

The format of Annex "A" is provided below with an illustration of a completed Annex for the Region of Africa:

VEHICLE INFORMATION						PRICING			DELIVERY		
VEHICLE CATEGORY	MAKE	MODEL	MODEL SHORT DESCRIPTION	MODEL COMMENTS / EXCLUSIONS	MODEL NUMBER /CODE	VEHICLE FIRM UNIT PRICE	ESTIMATED SHIPPING COST [planning purposes only]	CURRENCY OF OFFER	DELIVERY DESTINATION [named port or place of destination]	PRODUCTION / BUILD LEAD TIME [in calendar days]	DELIVERY LEAD TIME [in calendar days]
Mid Large Sedan	AMC	Estate	2.4L 4 cyl, 150hp, hybrid gas, auto, 4x4, Sport XL	RHD only	ABC123	19,800.00	4,000.00	Euro	Algiers, Algeria	90	60
Large (Rugged) SUV	AMC	Overland	3.5L 6 cyl, 280hp, gas, auto, 4x4	EX trim only	LHD: DEF456 RHD: DEF457	32,000.00	4,000.00				

**- Format continued -**

AUTHORIZED AFTER SALES SERVICE			WARRANTY		
PRE-DELIVERY INSPECTION (PDI) LOCATION [at country of final destination]	AUTHORIZED AFTER SALES SERVICE LOCATION [at country of final destination]	AUTHORIZED AFTER SALES SERVICE Near or Within Final Destination (city of Mission)	STANDARD WARRANTY PERIOD [year(s) and/or km(s)/mile(s)]	STANDARD WARRANTY COVERAGE [basic, powertrain, corrosion, emissions]	ADDITIONAL WARRANTY COVERAGE [extended warranty, road side assistance, etc., if any]
Distributor XYZ Inc. 789 Main Street Boumerdès, Algeria	ABC Service Inc. 123 North Avenue. Algiers, Algeria	YES / NO	2 years or 40,000 km	refer to attachment	2 year (24hr) road side assistance included



<b>RFP No.</b> 15-103444	<b>Date:</b> 12 July 2016
<b>Request for Standing Offer (RFSO)</b> <b>Global Affairs Canada (GAC)</b>	

**ANNEX “B”**  
**VOLUME DISCOUNT PRICING**

The Offeror should indicate (if any) the volume discount(s) that will apply for the purchase of vehicles as indicated in the following discount table(s) for the entire period of the standing offer (including any option periods to extend):

**B1. Bulk Buy Discount Model**

*Offeror to specify the number (e.g. 0, 1, 2, 3, etc.) or range of units (e.g. 0 to 5, 6 to 10, etc.) and the discount offered, if any*

<b>Bulk Buy - Discount Model</b>	
<b>Units (quantity)</b>	<b>Discount (%)</b>

**B2. Year End Discount Model**

*Offeror to specify the number (e.g. 0, 1, 2, 3, etc.) or range of units (e.g. 0 to 5, 6 to 10, etc.) and the discount offered, if any*

<b>Year End – Discount Model</b>	
<b>Units Purchased (during current year)</b>	<b>*Discount (%)</b>

*\*Offeror to select one (1):*

- Discount percentage (%) applied to next year purchases*  
or  
 *Discount amount paid as a lump sum reimbursement to DFATD.*

**B3. Request for Volume Discount (RFD)**

DFATD and the FCO reserve the right to use a Request for Volume Discount (RVD) for bulk buys which will allow Offerors to confirm their best and final offer in respect of a specific requirement from one party or a combined requirement from both parties. The RVD will be issued to Offerors by the Standing Offer Authority with a confirmation of availability and price required within five (5) business days from the Offeror(s).

**RFP No.** 15-103444

**Date:** 12 July 2016

**Request for Standing Offer (RFSO)**

**Global Affairs Canada (GAC)**

**ANNEX "C"**  
**VEHICLE AVAILABILITY REQUEST FORM**

*{To be provided at award of Standing Offers}*