

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

Section 1 - RFSO Revisions

The RFSO has been modified for revision 002 as follows:

- Part 5 is deleted and the certifications have been moved to replace the technical criteria listed in Attachment 1 to part 4. The certifications are now entitled "Attachment 1 to Part 4 Certifications Required with the Offer"
- At Part 3, Section II Financial Offer, an instruction has been added under clause 2.4 Shipping.
- At Part 6A, the build out condition and pricing adjustment clauses have been revised
- At Part 6B, article 7 PDI has been revised to clarify the owner's manual requirement.

The RFSO revision 002 follows the Question and Answers below.

Section 2 - Question and Answers**Bid Preparation****Q1. What are the mandatory requirements at bid closing?**

The RFSO document has been revised (revision 002) to require that the signed certifications be included with the offer at bid closing time. The certifications are now located on page 14 as Attachment 1 to Part 4 Certifications Required with the Offer.

For the technical offer, bidders must only submit the signed certifications provided on page 14. If the certifications are not submitted at bid closing, the offer will be rejected.

For the financial offer, bidders must submit the information required within Attachment 1 to Part 3 Financial Offer Presentation Sheet(s).

Q2. Is the manufacturer's authorization needed to submit with the bid?

Does the supplier need to provide written confirmation that the manufacturer guarantees the warranty and service of the vehicle?

Bidders must certify to these requirements by duly completing and returning the signed certifications on page 14 in Attachment 1 to Part 4 at bid closing date and time.

Q3. Are brochures needed in addition to the technical offer spreadsheets?

No. It is preferred that bidders complete the technical spreadsheets (Attachment 2 to Part 4, Section A and Section B), however given the level of effort required, bidders may instead provide this information through pamphlets, brochures, specification sheets, website links, and/or by separate attachments.

Bidders must review the vehicle specifications to ensure that they offer vehicles compliant to the specifications.

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Q4. Are there any other forms to complete besides what is in the tender documents?

No, all relevant documents are contained in the solicitation package.

Q5. Do you need the suppliers to submit the company incorporation info etc.?

Legal capacity, financial capability and company business information will be requested and verified at award of Standing Offers.

Q6. If we find something in the documentation that prevents us from bidding, can the documentation be adjusted?

Please submit these requests as soon as possible for review by the department. Any resulting changes to the solicitation would be published to all bidders by revision to the RFSO. Questions submitted within five (5) calendar days of the bid closing date may not be answered.

Q7. Can you disclose the number of attendees to the bidders conferences?

For the region of Europe, there was a total of three (3) attendees to the bidder conferences.

For the regions of Asia & Pacific, Africa, Middle East, and Latin America, there was a total of seven (7) attendees to the bidder conferences.

For the region of North America, there was a total of three (3) attendee(s) to the bidder conferences.

Q8. Will there be a follow up conference call(s) after the revision?

No. Bidders must submit further questions by e-mail to MissionVehicleProcurAAO@international.gc.ca or nathaniel.lyon@international.gc.ca

Requirement

Q9. Is the department contracting directly with manufacturers for vehicles?

To submit an offer, bidders must be able to certify to the certifications stipulated in Attachment 1 to Part 4 Certifications Required with the Offer.

Q10. Do suppliers have to be able to supply all regions and/or all countries?

No. Suppliers may choose which region(s) and which countries within the region that they bid on. However, to bid on a region, the supplier must have an authorized network of after sales service locations within the region and honor the manufacturers' warranty at each final destination country.

Q11. Historically, do you plan ahead how many vehicles will be purchased during the year, or is the need only addressed when it arises?

The department engages in an annual planning process based on its fiscal year (April to March). Therefore at the beginning of April, the department has budgeted and approved a list of vehicle acquisitions for the next 12 months.

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Q12. Could you please explain the Historical usage tables? Our understanding is that there are two parts: 1) Global Affairs Canada and 2) Foreign and Commonwealth Office (FCO). Unfortunately we cannot do proper comparison because for Global Affairs Canada are the figures from 2009 to 2014. Foreign and Commonwealth Office (FCO) includes just year 2015.

Could you please provide us with estimated volume for 2016, 2017, 2018, 2019 for the European region?

The total fleet distribution (number of units) of the GAC and the FCO broken down by each of the six regions is provided in the tables on page 7 of the RFSO and may be used to forecast annual volumes for each region. The forecast for Europe is provided below, however a similar calculation can be performed for all regions.

For the region of Europe: GAC and the FCO combined fleet is 309 vehicles. Generally, vehicles are approved for replacement every 4-5 years. Therefore, in Europe the combined forecasted purchasing volume would be approximately 62 to 77 vehicles annually.

This forecasted volume is a best estimate provided in good faith, it does not represent a contractual commitment. A standing offer is not a contract and does not oblige or commit Canada to contract for any goods.

Q13. How long are the vehicles used for?

GAC and FCO vehicles are generally in use for 4-5 years before being approved for replacement.

Q14. Will the period of the standing offer be for 4-5 years?

Is the agreement for 5 years? Can Global Affairs decide not to use the 4 option periods?

Given the administrative time, effort and cost to the department and to suppliers in bidding on this solicitation, the department anticipates exercising the option periods.

Q15. Can the usage reports required of the Standing Offer, be provided on an annual basis? Quarterly basis will be high in administration from our side.

The department will accept semi-annual reporting. This has been revised in the RFSO at Part 6A, section 2.2.

Q16. Where would the purchase orders be issued from once the agreement (standing offer) is in place - HQ in Canada or individual country field offices on a case by case /ad hoc basis?

To be determined.

Q17. Would the contract be awarded EXCLUSIVELY to one supplier on a continent / country by country basis? Or will numerous suppliers be chosen for each continent / country ?

The standing offers will be awarded on an item by item basis up to a maximum of 5 items (i.e. 5 vehicles) per vehicle category/sub-category and final destination country. Therefore it is possible that multiple suppliers may be awarded a standing offer for vehicle supply to each final destination country.

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Vehicles & Specifications

Q18. What type of vehicles is the department interested in purchasing?

Typically our major categories of purchase are mid large sedans, mid to large SUVs, and passenger vans (7 to 8 seats, and 12 to 15 seats).

However, all of the vehicle categories A1 to F2 (14 categories in total) described in the specifications form part of our global vehicle fleet requirements.

Q19. Can we propose multiple types of vehicles and multiple trim levels?

Bidders are encouraged to offer all models of vehicles that they have on offer and meeting the department's specifications. This could mean offering more than 1 model in the same vehicle category.

However for model trim level, only the lowest priced trim level of the model per sub-category will be evaluated. For example, if the bidder offers a mid-large sedan with automatic transmission, 4 cylinder gas engine, and 2 wheel drive, priced with 2 different trim levels, only the lowest priced trim level will be evaluated.

Q20. Do Bidders need to bid on all vehicle categories, e.g. if we do not offer pick-up trucks, can we still bid?

Bidders may choose which category or categories of vehicles that they wish to submit in their offer from the list of categories in Attachment 2 to Part 4 Section A.

Q21. What are the specifications for the vehicles?

The specifications for each category of vehicle are described in the spreadsheet entitled **Attachment 2 to Part 4 Section A**.

Q22. If we have different specifications for vehicles, can we let you know?

Please submit these requests as soon as possible for review by the department. Any resulting changes to the solicitation would be published to all bidders by revision to the RFSO. Questions submitted within five (5) calendar days of the bid closing date may not be answered.

Q23. Do you have specific transmission (gear boxes) that you require?

Automatic transmissions are preferred. However, the current specification allows bidders to price vehicles with automatic and/or manual transmissions in their financial offers.

Q24. When you specify 5 doors on a car, does the 5th door mean the trunk?

Yes. This specification is referring to a hatchback or station wagon car model. This is often called an "estate" or "touring" model in Europe. For our specifications, station wagon does not mean an SUV type vehicle, though in some places, an SUV may be called a station wagon.

Q25. If we incorrectly identify the vehicle category in the financial offer sheet, will the vehicle be rejected from the offer evaluation?

No. The department will ensure that vehicles are evaluated in the correct category and sub-category of the specifications. The department may seek clarification from bidders to confirm the category and/or sub-category.

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Q26. Is there any requirement for special features such as first aid kits or is that handled upon receipt at the mission?

Any additional vehicle option item packages (not normally priced with the vehicle), accessories and/or special items, if required, will be priced and confirmed at time of order. Bidders may provide price list(s) indicating discount percentage (if any), for these items with their offers as requested in Part 3, clause 2.8, however this is not mandatory.

Q27. What is Supplemental Inflatable Restraint (SIR)?

The SIR refers to the airbag occupant safety system which inflates to protect passengers during collisions. This feature is generally standard on most (but not all) vehicles globally.

Q28. Is PDI possible at the factory?

Yes, the department will accept PDI at origin (factory, etc.) or destination (distributor, dealership, etc.)

Q29. On page 30, there is reference to maintenance information. We do not provide this information to our customers beyond an owner's manual. Is that sufficient?

Yes. This section is referring to a standard manufacturers' owner's manual for the vehicle.

Q30. To who is the vehicle registered?

Each vehicle will be registered to the diplomatic location (e.g. embassy, high commission, consulate, etc.) in the final destination country.

Currency of the Offer

Q31. Since the price is firm for 12 months, we have to consider currency risk. Is there something that addresses this issue?

Given that bidders may price their financial offers in the currency or currencies of their choice, this should not be an issue. This flexibility was included to ensure that suppliers could submit pricing that would remain in effect for a significant period of time. It is anticipated that pricing will remain firm for 12 month periods, based on the manufacturers pricing refresh date(s).

Q32. Would payment be in the currency that was submitted with the bid?

Yes. Ordering and payment will be to the price and currency stated in the bidder's financial offer.

Q33. For the financial offer, how will the currency be evaluated?

In order to ensure fair and equal evaluation of financial offers, all pricing will be converted into Canadian currency, for bid evaluation purposes only.

Q34. Do you require the price list for each country? We think that it will not be comparable if we will place offer in Canadian dollars because all the price lists will be in domestic currency. 2.8 Section (page 11)

Refer to answers in Q31, Q32 and Q33.

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Pricing

Q35. Can you allow pricing changes?

Will price increases be accepted by Standing offer Authority before previous announcement?

Our concern is that the agreement would lock us, the manufacturer, into a locked price.

Price increases/adjustments will be allowed based on the date(s) that manufacturers refresh/adjust their pricing. The initial period of the standing offer will be based on this date. It is anticipated that pricing changes will then be on a 12 month basis, except for model changes (e.g. build out conditions) where pricing adjustment will be allowed as required.

Section 3.3 and 3.4 of Part 5A of the RFSO has been revised to clarify the pricing adjustment terms.

Bidders are instructed to indicate their required date for pricing adjustment/refresh for their financial offers.

Q36. If a vehicle model is discontinued, and a new model has a higher price, it will be difficult to obtain the same pricing. How is this being addressed?

The build out condition clause in section 3.3 has been revised to remove this condition. Pricing for new model vehicles will be allowed as required, provided the new vehicle meets the specifications and the price is deemed fair and reasonable to the department.

Q37. Will the evaluation process be on vehicle EX works?

For the 4 regions of Africa, Middle East, Asia & Pacific and Latin America, the firm price of the vehicle will be evaluated on an Incoterms 2010 EX works basis and the cost of shipping will be evaluated on an Incoterms 2010 CFR basis. The evaluated price will be the sum of these 2 costs.

For the regions of North America and Europe, the firm price of the vehicle will be evaluated on an Incoterms 2010 DAP (previously Delivered Duty Unpaid DDU) basis and therefore include cost of shipping to final destination. The department will not consider shipping to the port (i.e. door to port) for these 2 regions.

Q38. Are embassies exempt from taxes?

Yes, generally missions are exempt from taxation. It will be the missions' responsibility to ensure all required exemption documentation is provided to the supplier prior to shipment.

Q39. Is customs clearance the responsibility of the supplier or the mission? Do those include or exclude customs payments?

Is the mission responsible for additional fees related to customs?

The diplomatic location (mission) is responsible for customs clearance and the payment of any customs or duties, if required. However suppliers are responsible to ensure shipments are clearly labelled and marked diplomatic cargo/tax exempt, properly packaged and that all required shipment documentation is provided well in advance of delivery to the destination port.

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Missions are also responsible for additional legal taxes such as Value Added Tax, Goods and Services Tax, customs duties, excise taxes, registration taxes. These taxes are excluded from the firm price of the vehicles and where applicable, will be paid by the department (mission).

Unanticipated port fees such as demurrage, detention, storage, etc. will be payable by the party responsible for the delay.

Q40. If the vehicles sits in customs this would also affect when the supplier is paid, delays of 8 to 12 months can sometimes occur. How will this be addressed?

During management of the Standing Offers, suppliers should notify GAC headquarters (Ottawa, Canada) in any case where there are unacceptable delays in customs clearance and/or payment.

Q41. In regards to section on page 33 that refers to a bulk buy discount. Is that discount different than in the pricing annex?

Yes. Bidders are requested to provide their bulk buy discount quantities & percentages, however it is not mandatory to provide this information. Alternatively, GAC may issue a Request for Volume Discount for bulk buys during the Standing Offer as per Annex "B".

Shipping Estimates & Incoterms

Q42. What is the delivery point for these vehicles?

The delivery point (named destination) for each country is provided in the financial offer presentation sheet, however these are for bid evaluation purposes only, and may not be the destinations used for delivery at time of ordering. The actual delivery destination will be confirmed with the supplier at the time of ordering.

Q43. We do not have a rate for some destination ports in the financial presentation sheet, in these cases can we substitute a port that we would use for delivery to that country?

Yes, the department will allow bidders to specify a different destination port in the financial offer presentation sheets, however the new destination port must be within the Region. For example, the bidder provides a shipping estimate to port of Dar-es-Salaam, Tanzania instead of to the port of Durban, South Africa for a final destination country of Zambia in the region of Africa.

Q44. In reference to the incoterms listed on page 29, how does this address how the vehicles arrive at the final destination? Or from port to final destination?

Would CFR apply to countries that have ports and CPP to countries that are landlocked?

To simplify the financial offer evaluation process and ensure fairness in bidding for the 4 regions of Africa, Middle East, Asia & Pacific, and Latin America, bidders must provide a shipping estimate based on CFR Incoterms 2010 and only to destination sea ports.

For the actual ordering of vehicles, the incoterm, delivery method, delivery destination and shipping quote (at cost, no allowance for mark-up) will be confirmed with the supplier at the time

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of ordering. This will depend on the department's requirements and also the supplier's capability and shipping availability.

For Europe and North America, only the DAP and DDP Incoterms 2010 will be allowed for ordering, as the firm vehicle price for these regions must include cost of shipping.

For the other 4 regions, any of the Incoterms listed in the resulting contract will be allowed for ordering, as the firm vehicle price for these regions excludes shipping.

Payment

Q46. Are the payment terms, listed on page 27, flexible or fixed?

These are the department's stated payment terms. Any questions or concerns with the payment terms should be submitted as soon as possible for review by the department. Questions submitted within five (5) calendar days of the bid closing date may not be answered.

Q47. Does each country have their own payment method?

No. Payment methods are listed in section 5.3 of part 5B and are arranged by Region and Incoterm. For Europe and North America the allowable incoterms are DAP or DDP and payment will be NET 30 days from delivery and acceptance.

For the other regions, allowable incoterms are CPT, CIP, CFR, CIF, or FOB port, and advance payment with holdback will be allowable.

Q48. Does the invoice need to be sent to Canada?

To be determined.

Q49. If there are multiple vehicles registered to multiple embassies, does each embassy require the invoice?

For each order, only a single invoice is required (an original and one copy). This invoice must be sent for payment to the diplomatic location (mission) placing the order. Bulk buys, if used, would be arranged by GAC Headquarters (Ottawa, Canada) and a consolidated invoice would be permitted.

Delivery, Warranty and After Sales Service

Q50. When do you expect delivery of the vehicles? Does the vehicle need to be delivered within 120 days?

No, 120 days is an example. The department has not specified mandatory production or delivery dates. We have requested bidders to provide us their "best available" delivery timeframes for planning purposes.

Q51. Our lead time varies, and therefore we are unable to provide this information with the offer.

Bidders are requested to provide their "best available" production and delivery lead times for planning purposes only. If the information is not provided in the offer, the department will request it prior to awarding the standing offer.

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The department understands that production and delivery lead times are volatile and constantly changing (sea shipment transit times in particular).

Q52. In regards to the warranty and after sales service, in some countries, we have dealers and in other countries, we have importers. Is this a problem?

No. The department understands that vehicles are warrantied and serviced by different suppliers in the supply chain based on region and/or destination country. However, the bidder must guarantee (by certifying) that the manufacturer's warranty will be honored and that authorized after sales service will be provided at the final destination country.

Q53. Do the missions have their own workshop on site to service the vehicle?

Suppliers must supply vehicles that carry a manufacturer's warranty and after sales service support at the final destination country. Missions typically do not have workshop facilities.

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into five parts with three (3) 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 5A, Standing Offer, and 5B, Resulting Contract Clauses:

5A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

5B, 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 Mandatory Certifications with the Offer (Attachment 1 to Part 4), the Mandatory Requirements Precedent to Issuance of a Standing Offer (Attachment 2 to Part 4), and the Financial Offer Presentation Sheet (Attachment 3 to Part 4).

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).

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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. Offerors must certify to these requirements as described in Attachment 1 to Part 4, Certifications Required with the Offer 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 25th to July 29th (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 25th to July 29th (date/time and dial in phone number details TBD).

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(c) For the region of North America

An offerors' conference will be held during the week of July 25th to July 29th (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 25th to July 29th (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

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

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

Foreign and Commonwealth Office (FCO)

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

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

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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 Offer" and the second should be labelled "Financial Offer".

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 10 MB. 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.

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PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Canada requests that offerors provide their electronic offer in separate attachments as follows:

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

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

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

Offerors must submit the certifications required under Attachment 1 to Part 4 Certifications Required with the Bid at solicitation closing date and time.

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.

(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.

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(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.
- 2.2** Offerors must submit firm unit prices that will apply for the initial period of the Standing Offer, with Applicable Taxes excluded. The Applicable Taxes are defined in Part 6B Resulting Contract Clauses, Section 2.2.1.
- 2.3** Offerors should indicate their preferred annual date for the pricing adjustment of the extension periods (if exercised) within their financial offer (e.g. September 1st, January 1st, July 1st, etc.).
- 2.4** 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.

2.5 Shipping

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.

Offerors may substitute a different destination port in the financial offer presentation sheet, if they cannot submit a price for the specified delivery destination. Offerors must clearly indicate the new destination port.

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).

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- 2.6** Offerors must indicate the currency of their offer as applicable to each vehicle 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.

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) **At the solicitation closing date and time:**

Offerors must provide the certifications required with the offer as described in Attachment 1 to Part 4.

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.

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The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

(c) **Prior to award 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.

- (d) In the event that the Offeror fails to submit the information required in (c) 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.
- (e) 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.

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.

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:

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

(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:

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TEP = column (I) + column (J)
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.

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**ATTACHMENT 1 TO PART 4
CERTIFICATIONS REQUIRED WITH THE OFFER**

Offerors must submit the following duly completed certifications as part of their offer.

Offers which fail to provide the dully completed certifications at the solicitation closing date and time will be declared non-responsive.

1. Code of Conduct and Certifications

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

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 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

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

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

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(s)

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

Name & Signature of Authorized Individual

Date

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Date: 25 August 2016

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**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:

A1. COMPACT SEDAN (2WD ONLY) 4 door / 5 passenger		
Category Information	Additional Mandatory Criteria	Technical Offer
Make / Model		AMC Rambler
Model No. (#), and Driver Side (e.g. Left LHD, Right RHD)		RHD: 123XYZ LHD: 123WXY
Wheelbase – mm / inches	<i>Minimum wheelbase of (2590 mm / 102 inches) to Less Than (2717 mm / 107 inches)</i>	106.5 inches
Curb Weight – kg / lb		2900 lbs
Engine / Transmission	Additional Mandatory Criteria	Technical Offer
Type (Gas, Diesel, Hybrid or Battery only)		Gas
Size (cc or Litres (L) and # of cylinders)	<i>2,400 cc (2.4L) or smaller engine; 4 cylinders or less</i>	2400 cc 4 cyl
Horsepower (bhp or kw)	<i>Maximum horsepower / kilowatts (170 hp / 126 kw)</i>	150 hp
Torque (foot lbs or nm)		140 ft lbs
Transmission (Automatic or Manual)		Automatic
Minimum Standard Features (MANDATORY)	Additional Mandatory Criteria	Technical Offer
Power Steering		YES
Anti-lock Braking System (ABS) – all wheels		YES
Supplemental Inflatable Restraint (SIR), front driver and passenger (airbags)		YES
Wheel Size / Tires	<i>Maximum wheel and tire size of 17"</i>	16 inch
Windshield wipers, Intermittent or Variable		YES
Front bucket seats and Rear bench, with cloth or equivalent material (no leather)	<i>*Models offered with leather seating will only be evaluated in the absence of other offers</i>	fabric
Safety Belts, all seats, and, 2 x 3pt front, 2 x 3pt rear		YES
Heater and Air Conditioning (A/C), front		YES
Power Windows and Power Door Locks		YES
AM/FM Radio		YES
Additional Features (OPTIONAL)		Technical Offer
Rear bench, folding or split folding		60 / 40 split folding
Supplemental Inflatable Restraint (SIR), additional (e.g. side, rear, curtain, etc.)		NO
Automatic speed (cruise) control and/or Tilt Steering		INCLUDED
Central Door Locking		OPTIONAL

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**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

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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

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PART 5 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

5A. 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 semi-annual basis and include (but not limited to) the following details:

(a) Destination (city, country and mission);

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- (b) Requested by / Ordered by;
- (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 Pricing Adjustment(s)

3.3.1 Build out Conditions

When a vehicle is no longer available due to build out conditions (i.e. next model year or a replacement model), the Offeror must notify the Standing Offer Authority by e-mail immediately when the information becomes available. The Offeror must provide a replacement vehicle that meets the specifications of the Request for Standing Offer (RFSO) and be acceptable to Canada.

3.3.2 Extension Period(s)

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.

3.3.3 Price Support

Canada may require that price support be provided for any 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

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- (b) a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- (c) price or rate certifications ([SACC Clause C0001T](#)); or
- (d) any other supporting documentation as requested by Canada.

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

3.4 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, Ontario, Canada K1A 0G2
Telephone: 1 (343) 203-1330
Facsimile: 1 (613) 944-2222
E-mail address: 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

The Offeror's Representative for the Standing Offer is:

[to be entered at award]

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

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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.

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

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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.

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.

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5B. 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.

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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.

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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.

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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);

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- (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 The manufacturer's Owner's Manual and two (2) sets of keys must be provided with each 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;

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

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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.

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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

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**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

Bulk Buy - Discount Model	
Units (quantity)	Discount (%)

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

Year End – Discount Model	
Units Purchased (during current year)	*Discount (%)

**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).

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ANNEX "C"
VEHICLE AVAILABILITY REQUEST FORM

{To be provided at award of Standing Offers}