



**RETURN BIDS TO:
ANGEBOTE SIND
ZURÜCKZUSENDEN AN:**

Bid Receiving Unit - PWGSC EUROPE

-Selfkant Kaserne-

Attn. Bid Receiving Unit / Slot #3002

Quimperlestr. 100

52511 Geilenkirchen / Germany

E-Mail:

PWGSC.APBidReceivingGermany-APAngeboteDeutschland.TPSGC@tpsgc-pwgc.gc.ca

**REQUEST FOR STANDING OFFER
ANFORDERUNG VON
PREISANGEBOTEN**

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

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

Angebote zu richten an:

Beschaffungsministerium Kanada

Wir bieten hiermit an, an Ihre Majestät die Queen in Vertretung Kanadas, in Übereinstimmung mit den hierin dargelegten Bedingungen, auf die hierin Bezug genommen wird oder die hierin aufgeführt sind, und auf allen beigefügten Blättern zu den dafür festgelegten Preisen zu verkaufen

Comments - Hinweise

Issuing Office - Ausgabestelle

PWGSC Europe

Quimperlestr. 100

52511 Geilenkirchen

Germany

Title - Bezeichnung Rental Cars Europe		Brief description of the requirement/ Leistungsbeschreibung	
Solicitation No. - Ausschreibungsnummer: W8486-199385/A		Date / Datum 2019-11-28	
Solicitation Closes -Ende der Angebotsfrist: at - um 23:59 PM on - am 2020-01-08		Time Zone/ Zeitzone Central European Standard Time (CET)	
F.O.B. - FOB Plant- Werk: <input type="checkbox"/>		Destination/ Bestimmungsort: <input checked="" type="checkbox"/> Other-Weiteres: <input type="checkbox"/>	
Address Enquiries to: - Anfragen sind zu richten an: Roland Palm		Telephone No. - Telefonnummer (0049) 2451-717-328	
Destination - of Goods, Services, and Construction: Bestimmungsort - der Güter, Dienstleistungen und Bauleistungen The Canadian Armed Forces (CAF) requires contracted support for rental vehicles on an as and when required basis all over Europe and surrounding area. The CAF has a presence throughout Europe which is a part of Government of Canada's efforts to support military operations and exercises worldwide. As such, various classes of rental vehicles are required by members of CAF when travelling on official businesses in the performance of their duties throughout Europe. The contractor must provide rental car vehicles in the following countries: Belgium, France, Germany, Italy, Latvia, Netherlands, Norway, Poland, Romania, United Kingdom, Estonia, Lithuania and Ukraine. The Contractor must provide rental vehicles consisting of Compact Cars, Mid-Size Cars, Station Wagons, Mini-Vans, SUVs, Pick-Up Trucks, Cargo Vans and Cube Vans.			
Procurement Process/ Beschaffungsvorgang: UVGO <input checked="" type="checkbox"/> VGV <input type="checkbox"/> VSVG <input type="checkbox"/>			
Order type/ Auftragsart: A. Goods/ Lieferleistungen <input type="checkbox"/> B. Services/Dienstleistungen <input checked="" type="checkbox"/> C. Standing Offer/ Rahmenvereinbarung <input checked="" type="checkbox"/> D. Contract/ Vertrag <input type="checkbox"/>			
Tendering Process/ Vergabeverfahrensart: <i>Open Tendering</i>			

Instructions: See Herein

Anweisungen: Siehe nachfolgende Seiten

Delivery Required - Lieferung gewünscht See Herein	Delivery Offered - Lieferung angeboten
Vendor/Firm Name and Address Name und vollständige Anschrift der Firma	
Telephone No. - Telefonnummer Facsimile No. - Facsimile Nr.	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Name und Position, der zur Unterschrift im Namen der Firma befugten Person	
Signature- Unterschrift	Date-Datum



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Annex “D”	Mandatory Technical Criteria
Annex “E”	942 Call-Up Form
Annex “F”	Handelsregisterauszug B (German Commercial Register Branch B)



PART 1: General Information

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

1.2 Summary

A standing Offer for the provision of rental vehicles will be put in place to support Canadian Forces overseas on deployed operations. The Canadian Forces requires locations at a minimum in the following European countries: Belgium, France, Germany, Italy, Latvia, Netherlands, Norway, Poland, Romania, United Kingdom, Estonia, Lithuania and Ukraine. Various classes of rental vehicles are required - Compact cars, Mid-Size Cars, Station Wagons, Mini-Vans, Sport Utility Vehicles (SUVs), Pick-Up Trucks and Cargo Vans (12 m³) and Cube Vans (Trucks) 3T. The Standing offer will be for three (3) years from Standing Offer award with two (2) one (1) year option periods

1.3 Debriefings

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

1.4 Verification Process/ Bidder Complaints

Bidders may appeal to the federal Public Procurement Chamber to claim legal protection in the awarding of public contracts, i.e. To review alleged violations in the awarding of public contracts in accordance with paragraph 103 GWB.

Please meet all deadlines and specifications in accordance with paragraphs 134, 135 and 160 GWB.



PART 2 - BIDDER INSTRUCTIONS

2.1 Bidders Instruction

2.1.1 By submitting a bid the following conditions are accepted:

- a. The Sub-Threshold Award Regulations (UVgO) and Part B of the Award and Contract Regulations for Services (VOL B) with the Additional Contract Conditions of the Federal Ministry of Defence (ZVB/BMVg).
- b. German pricing legislation, particularly as embodied in VO PR 30/53 concerning pricing for public contracts.
- c. Every tender can be rejected or accepted in whole or in part. The most economical bid will be considered for award.
- d. Unless indicated otherwise, prices offered shall include all packing, handling and freight costs.
- e. If not stipulated otherwise in this Invitation to Tender/ Request for Proposal, the bid shall be valid for 90 days after the tender closing date.

2.1.2 Directions for bid submission:

- a. Tenders will not be opened prior to the tender closing date. Tenders received too late will not be considered.
- b. In case of an error in the price calculation, the unit price shall govern.
- c. The tender shall be submitted in either German or English. If there is a discrepancy between the wording of the English and German version the English version will have priority.
- d. Discount for prompt payment of less than 14 days will not be considered in the evaluation of the offers.
- e. This Request for Proposal does neither justify a recovery of any costs incurred for the preparation of any proposal nor does it necessarily lead to the award of any contract.
- f. The bidders, who submit a bid, agree to be bound by the instructions, clauses and conditions of the bid solicitation (See: By submitting a bid the following conditions are accepted) and accept the clauses and conditions of the resulting contract.
- g. The bidder is aware that he cannot raise any claims against Canada or its government representatives, resulting from a facility survey and any discussions in the course of this survey, any other discussions, or any verbal information. Particularly this does not entitle the bidder to the award of a contract. Verbal information or agreements are without obligation, unless being confirmed in writing by the Contracting Authority.
- h. **GENERAL TERMS AND CONDITIONS OF THE BIDDER ARE EXCLUDED**

2.2 Submission of Bids

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

Please be advised that the PWGSC servers will not accept e-mails exceeding 10 megabytes in size. Bids submitted by e-mail must be virus scanned before transmission.

The onus for submitting bids on time at the specified location rests with the bidder. It is the bidder's responsibility to ensure correct delivery of its bid to the Bid Receiving Section indicated in this RFP.

E-Mail:

PWGSC.APBidReceivingGermany-APAngeboteDeutschland.TPSGC@tpsgc-pwgsc.gc.ca



Postal mail: Public Services and Procurement Canada (PSPC) - Europe
Beschaffungsministerium Kanada
Bids Receiving Section
Slot #3002 Selfkant-Kaserne
Quimperlestrasse 100
52511 Geilenkirchen
Germany

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 20. December 2019, 23:59 hrs Central European Time. Enquiries received after that time may not be answered.

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

Your complete Tender package must be received by this office by the closing date indicated on page 1 of this document. Proposals received after this date will not be considered.

2.4 Applicable Laws

German Law shall be valid for this Contract. The Court of exclusive jurisdiction will be Aachen.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Financial Bid

Section II: Certifications

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

Section I: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the "Financial Bid Presentation Sheet" detailed in Annex "B".

3.1.3 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 bids including such provision will render the bid non-responsive.

Section II: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Mandatory Technical Criteria

Bidders must demonstrate that they meet the technical requirements/certifications as follows:

Annex D Mandatory Technical Criteria

4.1.2 Financial Evaluation

Section I: Financial Bid

In order to be compliant, the Bidder's bid must, to the satisfaction of Canada, meet all requirements and provide all information required under Part 3, Section II - Financial Bid.

Canada reserves the right to request information to support any bid requirement. The Bidder is instructed to address each requirement in sufficient depth to permit a complete analysis and assessment by the Evaluation Team. The Bid will be deemed responsive if it is found to meet all the mandatory requirements.

4.1.2.1 Evaluation of Price

The price of the bid will be evaluated in Euro, Applicable Taxes excluded.

4.1.3 Mandatory Solicitation Requirements

In order to be compliant the bidder must provide the following information:

1. Request for Standing Offer page 1 completed and signed
2. Completed Annex B Financial Evaluation
3. Completed Annex D Technical Evaluation
4. Annex C – Integrity Provisions
5. Annex F – Handelsregisterauszug B (German Commercial Register Branch B) or equivalent

4.2 Basis of Selection

4.2. A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest total evaluated price for all countries as per Annex B will be recommended for award of a contract.

Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed Contract. Notwithstanding that a Bidder may have been recommended for award of Contract, issuance of any Contract will be contingent upon internal approval in accordance with Canada's policies. If such approval is not given, no Contract will be awarded.

4.3 Additional Request

Tenders shall be reviewed for completeness and technical accuracy; tenders shall also be reviewed for mathematical accuracy.

The contracting authority may, in compliance with the principles of transparency and equal treatment, ask the bidder to complete, send on or correct incomplete, missing or incorrect business-related documents, particularly self-declarations, statements, certificates or other forms of proof, or to complete or send on any incomplete or missing documents related to the performance. The contracting authority is entitled to state in the contract notice or the procurement documents that he will not follow up with requests for documents.



Where the price or costs of a tender to which the contract is to be awarded appears to be abnormally low in relation to the performance to be provided, the contracting authority shall seek clarification from the tenderer.

Tenders that do not meet the selection criteria mentioned in this solicitation will not be considered for evaluation.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 Handelsregisterauszug B (German Commercial Register Branch B) or equivalent – Required Documentation

In accordance with the section titled Information to be provided when bidding, the bidder must provide a Handelsregisterauszug B (German Commercial Register Branch B) or equivalent to demonstrate experience in the automotive industry and to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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



PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

1. There is no security requirement applicable to the Contract.

PART 7 - RESULTING CONTRACT CLAUSES

If there is a discrepancy between the wording of the English and German version within the Contract the English version will have priority.

1. Interpretation

In the Contract, unless the context otherwise requires:

1.1 "Canada", "Crown", "Her Majesty" or "the Government"

means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

1.2 "Government Property"

means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

1.3 "Total Estimated Cost", "Revised Estimated Cost", "Increase (Decrease)"

on page 1 of the Contract or Contract Amendment means an amount used for internal administrative purposes only that comprises the Contract Price, or the revised Contract Price, or the amount that would increase or decrease the Contract Price and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada;

1.4 "Call-up"

means an order issued by an Identified User duly authorized to issue a call-up against a particular standing offer. Issuance of a call-up to the Offeror constitutes acceptance of its offer and results in the creation of a contract between Her Majesty the Queen in right of Canada and the Offeror for the goods, services or both described in the Call-up;

1.5 "Identified User"

means a person or entity identified in the Standing Offer and authorized by the Standing Offer Authority to make call-ups against the Standing Offer;

1.6 "Offeror"

means the person or entity whose name appears on the signature page of the Standing Offer and who offers to provide goods, services or both to Canada under the Standing Offer;

1.7 "Standing Offer"

means the written offer from the Offeror, the clauses and conditions set out in full text or incorporated by reference from the Standard Acquisition Clauses and Conditions Manual, these general conditions, annexes and any other document



specified or referred to as forming part of the Standing Offer;

1.8 "Standing Offer Authority"

means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Canada in the management of the Standing Offer. The Standing Offer Authority will issue a document called "Standing Offer and Call-up Authority" to authorize Identified Users to make call-ups against the Standing Offer and to notify the Offeror

1.9 "Standing Offer Limitation of Expenditure"

Canada's liability to the Contractor under this Standing Offer shall not exceed the total sum as shown on the first page of this document or its latest authorized amendment. The Contractor shall not be obliged to perform any work or services which would cause the total liability of Canada to exceed the said sum, unless an increase is authorized. Canada shall not be obliged to spend the whole maximum amount if such expenditure is not necessitated by the actual requirement of the consignee.

2. Statement of Work or Requirement

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

3. Optional Goods or Services

3.1 Standing Offer

It is understood and agreed that:

a Standing Offer is an agreement between the Standing Offer parties to supply goods and / or services, on a fixed pricing basis, during a clearly defined contractual period of time; a Standing Offer becomes a Contract by individual call-ups from the customer's department under the terms and conditions stated therein; a Standing Offer contains no obligations to place individual call-ups.

- a Standing Offer does not represent a contract.
- a Call-Up Against a Standing Offer is an acceptance of the offer to the extent of the goods and / or services being ordered, and it also serves as a notification to the supplier detailing the required goods and / or services to be delivered / rendered. A separate Contract is entered into each time a call-up is made against a Standing Offer.
- Issue and distribution of this Standing Offer shall not be construed as an obligation upon or a commitment by Canada, to purchase or authorize the supply of all or any of the goods and/or services described herein, or to authorize expenditures to the total value estimated herein or any monies whatsoever, during the period of the Standing Offer.
- A call-up against the Standing Offer will form an obligation solely for those goods and/or services which have been called-up, provided always that the said call-up is made in accordance with the provisions of the Standing Offer;
- Canada's liability under the Standing Offer will be limited to the total value of goods and/or services, which are the subject of call-ups made during the period of the Standing Offer

3.2 Standing Offer Call-Ups

Call-ups against this Standing Offer can only be placed by the Call-up Authority identified in this Standing Offer, and can only be placed for those items listed in Annex B – Basis of Payment of this Standing Offer.

The Contractor shall supply the material and/or services as and when ordered/requested by the Call-up Authority at the Contractor's risk and expense on receipt of a completed PWGSC-TPSGC 942 call-up form, duly numbered, dated and signed.



The call-up form (942) shall show, as a minimum, the following details:

- a) Standing Offer Number and Call-up Number
- b) The line item number and description, in accordance with Annex B – Basis of Payment of this Standing Offer
- c) The quantities to be delivered
- d) Unit prices and total price of the required items, in accordance with Annex B – Basis of Payment of this Standing Offer
- e) Delivery date required

It is the Contractor's obligation to check each call-up whether it is in compliance with the Standing Offer, prior to acceptance and execution of such call-up. The Contractor shall not accept and process call-ups, which deviate from the Standing Offer and shall immediately bring them to the attention of the Standing Offer Authority.

3.3 Standing Offer Call Up Limitation

Individual call-ups made pursuant to this Standing Offer are not to exceed 50,000.00 Euro. Orders of higher value must be approved by the Standing Offer Authority.

3.4 Standing Offer Limitation of Expenditure

Canada's liability to the Contractor under this Standing Offer shall not exceed the total sum as shown on the first page of this document or its latest authorized amendment. The Contractor shall not be obliged to perform any work or services which would cause the total liability of Canada to exceed the said sum, unless an increase is authorized. Canada shall not be obliged to spend the whole maximum amount if such expenditure is not necessitated by the actual requirement of the consignee.

3.5 Standing Offer Reporting

The Contractor must provide the Standing Offer Authority with monthly reports, the first one on 15th March 2020. The usage report should be in Excel format and must show the number, date and total value of each call-up, as well as date of corresponding invoices, the invoice number and invoice amount. Furthermore the total value called-up against the Standing Offer shall be indicated. A copy of this report is to be sent to the Call-up Authority. The Contractor must notify the Standing Offer Authority once 75 % of the total sum mentioned on page 1 of this Standing Offer or on the latest authorized Amendment hereto is committed.

3.6. Standing Offer Quantity

It is understood that the funds provided for this Standing Offer are to cover estimates of the requirements made in good faith. The Standing Offer, however, is limited to the actual quantities ordered and delivered. An obligation for Canada to call up deliveries shall not be imposed by this Standing Offer.

3.7 Standing Offer Pricing

The prices stipulated in **Annex B -Basis of Payment**, shall be firm and applicable for the duration of the Standing Offer period

3.7.1 Standing Offer Option Period Pricing

If Canada decides to exercise the irrevocable option to extend the Standing Offer for the first additional one (1) year option period (from 1.February 2023 until 31.January 2024) the prices stipulated in Annex B Basis of Payment will be adjusted for each country by the Harmonised

Indices of Consumer Price (HICP) for Germany from 2021 provided at

<https://ec.europa.eu/eurostat/tgm/table.do?tab=table&init=1&language=en&pcode=tec00118&plugin=1>

If Canada decides to exercise the irrevocable option to extend the Standing Offer for the second additional one (1) year option period (from 1.February 2024 until 31.January 2025) the adjusted prices from the first option year stipulated in Annex B Basis of Payment will be adjusted for each country by the Harmonised Indices of Consumer Price (HICP) for Germany from 2022 provided at

<https://ec.europa.eu/eurostat/tgm/table.do?tab=table&init=1&language=en&pcode=tec00118&plugin=1>



3.8 Standing Offer Set Aside

The Contractor understands and agrees that the Standing Offer Authority may set aside the Standing Offer by giving written notice at any time if the Contractor does not comply with the terms and conditions of this Standing Offer. In the event of such set aside, the Contractor shall not be entitled to claim damages / residual compensation. The Standing Offer Authority or the Consignee may set aside the Standing Offer upon 30 calendar days' notice, if the agencies/units affected by the Standing Offer depart from the countries listed in Annex A at short notice. In this case the Contractor shall not be entitled to damages / residual compensation.

3.9 Withdrawal

In the event that the Offeror wishes to withdraw the Standing Offer after authority to call-up against the Standing Offer has been given, the Offeror must provide no less than 30 days' written notice to the Standing Offer Authority, unless specified otherwise in the Standing Offer. The 30 days' period will start upon receipt of the notification by the Standing Offer Authority and the withdrawal will be effective at the expiry of that period. The Offeror must fulfill any and all call-ups which are made before the expiry of that period.

4. Security Requirements

4.1 There is no security requirement applicable to the Contract.

5. Term of Contract

5.1 Period of the Standing Offer

The period of the Contract is from 1. February 2020 to 31. January 2023 inclusive.

5.2 Option to Extend the Standing Offer

The Contractor grants to Canada the irrevocable option to extend the term of the Standing Offer by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Standing Offer, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Standing Offer. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Standing Offer is:

Name: Roland Palm

Title: Supply Officer

Public Works and Government Services Canada

Acquisitions Branch

Address: Slot #3002 Selfkant-Kaserne

Quimperlestrasse 100

52511 Geilenkirchen



Germany/Deutschland

Telephone: 49-2451-717-328

E-mail address: Roland.Palm@tpsgc-pwgsc.gc.ca

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

6.1.2 Amendment - To be effective, any amendment to the Standing Offer must be done in writing by the Contracting Authority and the authorized representative of the Contractor.

6.2 Project Authority

The Project Authority for the Standing Offer is:

Name: Kim Seguin

Organization: D Maj Proc 7-5-4

Address: Department of National Defence
NDHQ
101 Colonel By drive
Ottawa, ON K1A 0K2
Canada

Telephone: 1-613-945-2129

E-mail address: Kim.Seguin@forces.gc.ca

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

6.3 Call Up authority

The Call-Up Authority/ Payment Authority/ Procurement Authority is the only designee who can authorize call-ups against this Standing Offer. The above listed Call-Up Authority/ Payment Authority/ Procurement Authority may delegate her authority and may act through her duly appointed representative

TBD

6.4 Contractor's Representative

TBD

7. Payment

7.1 Basis of Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice 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. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

7.2 Electronic Payment of Invoices – Contract

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

- a. Wire Transfer (International Only); DRMIS (SAP) pay system

8. Invoicing Instructions

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.

Invoices must be issued per call-up.

Each invoice must be supported by:

- a. a copy of the PWGSC-TPSGC 942 call-up form;
- b. a copy of the invoices, receipts, vouchers for all direct expenses

Invoice Submission

Invoices must be distributed as follows:

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

Original: Kim Seguin, Department of National Defence, Kim.Seguin@forces.gc.ca

Copy: Roland Palm, Public Works and Government Services Canada,
Roland.Palm@tpsgc-pwgsc.gc.ca

9. Certifications and Additional Information

9.1 Compliance

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

10. Applicable Laws

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

11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) Part B of the Award and Contract Regulations for Services (VOL B) with the Additional Contract Conditions of the Federal Ministry of Defence (ZVB/BMVg);
- (c) German price legislation for public contracts VO PR 30/53;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated [REDACTED],

12. Powers of Canada

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.



13. Time of the essence

It is essential that the Work be performed within or at the time stated in the Contract.

14. Payment period

14.1 Canada's standard payment period is 30 days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the

Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section 13.

14.2 If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within 15 days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within 15 days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

14.3 For the purpose of this section:

"Average Rate"

means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;

"Bank Rate"

means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association (Payments Canada);

"date of payment"

means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;

an amount becomes "overdue"

when it is unpaid on the first day following the day on which it is due and payable according to the Contract. Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable.

Canada will pay interest in accordance with this section only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

15. VAT Exemption

Where Canadian Military personnel are exempted from VAT or other local Taxes, the CONTRACTOR shall be responsible to research, implement and comply with VAT-Free Package (or other applicable local tax) submissions to the appropriate authorities.

The CONTRACTOR is expected to provide the Department of National Defense/Canadian Forces with information on the applicable national VAT-Free (or other local tax) exemption procedure.



16. Default by the Contractor

- 16.1 If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
- 16.2 If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding-up of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
- 16.3 If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for Further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

17. Termination for convenience

- 17.1 At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
- 17.2 If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada.
- 17.3 The Contractor agrees that it will only be paid the following amounts:
- a. on the basis of the Contract Price, for any part of the Work completed that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
 - b. the Cost incurred by the Contractor plus a fair and reasonable profit thereon as determined by Canada in accordance with the profit provisions found in PWGSC Supply Manual section [10.65 Calculation of profit on negotiated contracts](#), for any part of the Work commenced, but not completed, prior to the date of the termination notice. The Contractor agrees that it is not entitled to any anticipated profit on any part of the Contract terminated; and
 - c. all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
- 17.4 Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.



- 17.5 The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

18. Right of set-off

Without restricting any right of set-off given by law, Canada may set-off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set-off, may be retained by Canada.

19. International sanctions

- 19.1 Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to [economic sanctions](#).
- 19.2 The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
- 19.3 The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 22.

20. Integrity Provisions

The *Ineligibility and Suspension Policy* (the "Policy") and all related Directives incorporated by reference into the bid solicitation on its closing date are incorporated into, and form a binding part of, the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at [Ineligibility and Suspension Policy](#).

21. Entire agreement

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

22. Code of Conduct for Procurement

The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms for the period of the Contract.

23. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of



liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

24. **Suspension of the Work**

The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

25. **Harassment in the workplace**

The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the [Policy on Harassment Prevention and Resolution](#), which is also applicable to the Contractor, is available on the Treasury Board Web site.

The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken

26. **Legal Requirements**

The Contractor certifies that he will perform the services in accordance with all national and local laws, ordinances, rules and regulations in Germany, including those relating to the employees of the Contractor.

27. **Certification – Exclusive Use**

It is certified that the Services listed in Annex A are ordered by Public Works and Government Services Canada for the exclusive use of or consumption by the **Canadian Forces in the countries listed in Annex A.**

Statement of Work

1. Scope

1.1. Purpose

The Canadian Armed Forces (CAF) requires contracted support for rental vehicles on an if and when required basis in Europe and surrounding area from 1 February, 2020 – 31 January 2023 with the option to extend for two additional one-year periods.

1.2. Background

The CAF has a presence throughout Europe which is a part of Government of Canada's efforts to support military operations and exercises worldwide. As such, various classes of rental vehicles are required by members of the CAF when travelling on official business in the performance of their duties throughout Europe.

2. Requirements

2.1. Tasks

- 2.1.1 The contractor must provide rental vehicles in the following countries: Belgium, France, Germany, Italy, Latvia, Netherlands, Norway, Poland, Romania, United Kingdom, Estonia, Lithuania and Ukraine.
- 2.1.2 The Contractor must provide rental vehicles consisting of Compact cars, Mid-Size Cars, Station Wagons, Mini-Vans, Sport Utility Vehicles (SUVs), Pick-Up Trucks and Cargo Vans (12 m³) and Cube Vans (Trucks) 3T.
- 2.1.3 The locations where the rental vehicles will be required for delivery and return will be stipulated in the PSPC 942 Call-Up. In the event these locations change this will be specified to the Contractor.
- 2.1.4 The contractor must provide a complete rental car rate datasheet according to the ACCRIS CODE vehicle matrix for the upcoming year by December 31st each year.

2.2. Technical Requirements

The vehicles must be provided in accordance with the technical requirements detailed within this Statement of Work (SOW).

- 2.2.1. Services to be provided by the Contractor:
 - 2.2.1.1. The Contractor must provide vehicles in good condition, clean, mechanically checked and inspected prior to pick-up.
 - 2.2.1.2. In the event that a rental vehicle mechanically breaks down, the Contractor must provide 24/7 customer service and roadside assistance. Should the original vehicle require repairs the Contractor must provide a new vehicle within six (6) hours. The CAF will not be charged for the time required to provide the second replacement vehicle and will not incur charges until the replacement vehicle has been delivered and inspected by the Technical Authority (TA) or CAF representative. All routine vehicle repairs are the responsibility of the Contractor.
 - 2.2.1.3. The Contractor must be able to provide replacement vehicles that meet the standards identified in this SOW as well as the agreed upon prices and be of the same size and category of the original vehicle or its equivalent (as determined by the TA or CAF representative).

- 2.2.1.4. The Contractor must provide written emergency instructions including telephone numbers and addresses with each rental vehicle. The telephone numbers provided must be operational 24 hours a day, 7 days a week, and 365 days a year. If vehicles are unserviceable, the rental is to be accordingly reduced on the invoice to the CAF.
- 2.2.1.5. The Contractor must maintain the vehicle as per the manufacturer's guidelines and inspection timelines and will replace parts as necessary due to normal wear and tear at the Contractor's expense. If a vehicle is required for maintenance by the Contractor during the rental period, the Contractor must provide a replacement vehicle to the CAF if maintenance is to be longer than two (2) hours.
- 2.2.1.6. The Contractor must provide each vehicle with a spare tire on a rim.
- 2.2.1.7. The Contractor must supply all season tires for each vehicle as indicated on the PSPC 942 Call-Up. The Contractor must supply snow tires for any vehicle rented with 5 (five) days' notice of a PSPC 942 Call-Up at an additional fee (if applicable).
- 2.2.1.8. The Contractor must supply a GPS system as indicated in the PSPC 942 call-up at no extra charge.
- 2.2.1.9. The Contractor must change worn and balding tires at the Contractor's expense upon the request of the TA or the CAF representative.
- 2.2.1.10. The Contractor must provide one (1) set of keys for each vehicle.
- 2.2.1.11. The Contractor must tow vehicles if necessary from the point of vehicle break down to the Contractor's repair facility at the Contractor's expense.
- 2.2.1.12. The Contractor must allow the vehicle to be inspected by the TA or the CAF representative before Canada's acceptance of the vehicle.
- 2.2.1.13. The Contractor must, within five (5) working days of the return of a vehicle, provide a written estimate to the TA or their CAF representative for any vehicle repairs and/or damages caused by the CAF if required. The CAF will only consider paying damages for issues with vehicles that were not identified on the on the mutually agreed upon vehicle inspection sheet (VIS) provided by the Contractor upon original acceptance of the rental vehicle.
- 2.2.1.14. The Contractor must ensure fuel tanks are full upon delivery of the vehicle to the CAF and noted on the VIS. The CAF representative will return the vehicle with a full fuel tank at the end of the rental period. If a vehicle breaks down and must be towed to a maintenance facility, the CAF will not be charged a penalty for returning a vehicle without sufficient fuel.
- 2.2.1.15. The Contractor must be able to provide insurance and will insure CAF drivers as young as eighteen (18) years of age. There must be no additional charge for young drivers and they are included in the rental rate. All vehicles rented by the CAF must include zero deductible insurance.
- 2.2.1.16. The Contractor must ensure that all documentation, including insurance, which allows more than one driver per vehicle, is prepared and provided at no extra cost to the CAF. The CAF reserves the right to assign additional drivers to vehicles at no extra cost to the CAF.
- 2.2.1.17. Vehicle pick-up and drop-off will take place at the same location and within the business hours of the respective rental stations. The Contractor must provide the CAF with the address and business hours of each of the Contractor's rental location(s). In the event that a vehicle is dropped-off at a different location than the initial pick-up, the CAF would be granted permission and will be charged an additional fee in accordance with the negotiated price. A thirty (30) minute grace period must be offered by the Contractor for vehicle

drop-offs. In the event that a late drop-off is caused by the CAF, the applicable rental rate will apply.

2.2.1.18. The Contractor must ensure each vehicle rented meets all current safety standards as applicable for the country where the vehicle is being rented.

2.3. CAF's Rights and Responsibilities

- 2.3.1. In the event a vehicle is defective or otherwise not in conformity with the requirements of the SOW, the TA or CAF representative must have the right to reject the vehicle. Acceptance or rejection of the vehicle will be made as promptly as practical.
- 2.3.2. The TA or CAF representative and the Contractor must note any damage or problems with the vehicles that do not correspond to the original VIS.
- 2.3.3. It is expressly agreed and understood that the members of the CAF are responsible for losses and damage to the vehicles supplied under the contract during the rental period that are caused by, or contributed to by, negligence or carelessness of CAF members.
- 2.3.4. The CAF is not responsible for losses or damages due to normal wear and tear. The CAF will not be liable for the cost of repairs to rental vehicle(s) failure or break down due to normal wear and tear. Some examples of normal wear and tear are:
 - (i) Flat tires incurred during operations on paved roads;
 - (ii) Metal fatigue (i.e. breaks at weld, broken springs, hinges, etc.);
 - (iii) Replacement of consumable items such as headlights, wiper blades, etc.; and
 - (iv) Repairs for minor damages resulting from no negligence (i.e. chip in a window, tiny dents in doors and general body area) will not be authorized.
- 2.3.5. The CAF has the right to obtain its own estimates through a third party on the identified repairs, in order to validate the Contractor's estimates. Once the value of the repairs have been established, the Contractor must invoice the CAF for the agreed amount.
- 2.3.6. If parking fines, or traffic tickets are received during the rental period, all CAF personnel must pay the appropriate ticketing agency, within the specified timeline. In the event that fines have not been paid, the Contractor must invoice the CAF for traffic tickets received as a result of offenses caused by the CAF or its personnel while operating the rental vehicle (i.e. speeding tickets and parking tickets) and an administrative fee shall be applied as per the agreed charges. The CAF will not be responsible for traffic tickets and/or offences that occur while the Contractor has control of the vehicle for maintenance. Any fines/tickets that are not related to the operation of the vehicle as mentioned above, will not be paid by the CAF, and are the responsibility of the Contractor. (For example: unlicensed/expired license on the vehicle, or a vehicle that does not pass any local legal, or safety standards).
- 2.3.7. The Contractor must provide a copy of the ticket, the license plate of the vehicle and the date and time stamp of the ticket that was issued with the invoice.
- 2.3.8. For each vehicle returned without a full fuel tank, the CAF must be charged in accordance with the agreed prices and agreed upon pricing for fuel, including any penalty charges.
- 2.3.9. The TA or CAF representative will provide the Contractor ten (10) calendar days' notice when requesting vehicles as per paragraph 2.1.1 and 2.1.2 respectively.

2.4. Contractor's Rights and Responsibilities

- 2.4.1. The Contractor must ensure that English and /or French speaking staff and contact persons are available 24 hours a day, 7 days a week, 365 days a year in case of an emergency.

- 2.4.2 The Contractor must demonstrate the capability of providing a corporate team that is experienced in Government / Military Services.
- 2.4.3 The TA or CAF representative and the Contractor must note any damage or problems with the vehicles on a Contractor Vehicle Inspection Sheet (VIS) dually acknowledged by the CAF and the Contractor before the Contractor releases the vehicle to the CAF representative. The TA or CAF representative will not accept any vehicle that is not in a good and acceptable working condition.
- 2.4.4 The TA or CAF representative reserves the right to amend the VIS for any latent problems, defects or concealed damage within the first ten (10) days of delivery. The Contractor will be notified by email or in person with the amended copy of the VIS.
- 2.4.5 The Contractor expressly agrees to repair or replace, without delay, any vehicles found with any latent problems, defects or concealed damage if so demanded by the Technical Authority or CAF representative. No extra charges shall be incurred during the replacement or repair of the vehicle, as it is the sole responsibility of the Contractor to deliver vehicles in good and acceptable condition. The TA or CAF representative and the Contractor must sign duplicate copies of the VIS which shall be retained for use upon return of the vehicles at the termination or completion of the rental.
- 2.4.6 The Contractor must adhere to the following Invoicing procedures:
- i. Must have a single dedicated central accounts payable department which issues invoices in pdf or html format in English language within 15 days after the rental contract period;
 - ii. Must ensure that invoices are consistent with all the terms, conditions and rates published in the Standing Offer and resolve internal discrepancies before issuing invoices to the payee;
 - iii. For fees that are applied for picking-up vehicles and dropping them off at the Airport the amount should not exceed the rates stipulated in the SOA;
 - iv. For clients that have single or multiple call-ups that span over multiple months, the contractor and call-up authority must agree to a declining balance schedule of payments in advance of issuing invoices. This must be formalized in a spreadsheet application in advance of issuing invoices;
 - v. Must ensure that all rates charged out are IAW the SOA rates before invoices are issued; and
 - vi. Must respond to any discrepancies identified by the Standing Offer Authority within 5 business days of receipt.
- 2.4.7 The following Customer Service practices must be implemented:
- i. The key account manager, or their designate, must ensure the seamless delivery of vehicles to the client in all locations identified in the SOA and resolving all internal discrepancies with local, regional and national rental locations;
 - ii. The key account manager, or their designate, must respond to all emails and/or phone calls from the Standing Offer Authority within 24 hours and all issues must be handled promptly to ensure that vehicles are delivered on time and in the correct location;
 - iii. The key account manager, or their designate, must resolve all issues from first response and inform the CAF of all relevant and necessary information within 24 hours; and
 - iv. The key account manager must ensure 24 hour continuity in customer service by assigning alternate representatives in times of absence or other effective means to ensure compliance.

Instructions

If bidders require payment in local currency for any of the countries referred in the Standing Offer they must specify the country below.

- 1. _____
- 2. _____
- 3. _____
- 4. _____

For the countries referenced above the Euro rates in the evaluation provided by the bidder will be converted by PSPC at contract award from Euro to local currency based on the exchange rate of https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.en.html at November 1, 2019.

Evaluation Instructions

1) Instructions how to complete the data sheet:

- 1.1) Indicate all ACRISS codes with vehicle examples available in your vehicle fleet (complete rental car rates data sheet)!
- 1.2) Fill out the fields ACRISS Code (column B), per category (column A), Car Examples (column C) and the fields D1 to K7 completely.
- 1.3) Only one (1) rate must be given for each vehicle category, no matter how many ACRISS codes and car examples are actually given.

2) Calculation

The fields N1, N2, N3, N4, N5, N6, N7 and O must be calculated as follows:

$$N1 = (D1+E1+F1+G1+H1+I1+J1+K1) \times \text{Factor Category L1} \times \text{Factor Country M1}$$

$$N2 = (D2+E2+F2+G2+H2+I2+J2+K2) \times \text{Factor Category L2} \times \text{Factor Country M2}$$

$$N3 = (D3+E3+F3+G3+H3+I3+J3+K3) \times \text{Factor Category L3} \times \text{Factor Country M3}$$

$$N4 = (D4+E4+F4+G4+H4+I4+J4+K4) \times \text{Factor Category L4} \times \text{Factor Country M4}$$

$$N5 = (D5+E5+F5+G5+H5+I5+J5+K5) \times \text{Factor Category L5} \times \text{Factor Country M5}$$

$$N6 = (D6+E6+F6+G6+H6+I6+J6+K6) \times \text{Factor Category L6} \times \text{Factor Country M6}$$

$$N7 = (D7+E7+F7+G7+H7+I7+J7+K7) \times \text{Factor Category L7} \times \text{Factor Country M7}$$

$$\text{TOTAL EVALUATED PRICE} = O = N1 + N2 + N3 + N4 + N5 + N6 + N7$$

3) Additional Information

- 3.1) The factors for Category and Country are based on the estimated usage of the current standing offer.
- 3.2) Categories are based on European Industry ACRISS codes or equivalent classification systems.
- 3.3) If required, additional rows can be inserted in this Excel table for further ACRISS codes with car examples.
- 3.4) For evaluation purposes all rates have to be quoted in Euro only. For those countries that wish to invoice in local currency, the resulting basis of payment will reflect the conversion from Euro to local currency based on the exchange rates of https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.en.html at November 1, 2019.
- 3.5) The responsive bid with the lowest total evaluated price for all countries as per Annex B will be recommended for award of a contract.

COMPLETE RENTAL CAR RATE DATASHEET - LATVIA

Valid from: **1st February 2020**
 to: **31st January 2023**
 Grace Period: **30 minutes**

Currency: **EUR**
 VAT %: **EXEMPT**
 All rates presented exclude VAT

A	B	C	D	E	F	G	H	I	J	K
			1 Day	2-4 Days	5-6 Days	7 Days	From 8 to 14 Days	From 15 to 29 Days	1 Month = 30 Days	Extra Day above 1 Month
CATEGORY	ACRIS Code	CAR EXAMPLES	Per Day	Per Day	Per Day	Per Day	Per Day	Per Day	Per Month	Per Extra Day
1	Economy	ECAR Opel Corsa, VW Polo	1	1	1	1	1	1	1	1
			40	38	36	34	32	30	840	28
2	Compact	CDAR Kia Ceed	2	2	2	2	2	2	2	2
		CWAR VW Golf Variant	50	47	44	41	38	35	840	32
3	Intermediate	IDAR Citroen DS4, Opel Insignia	3	3	3	3	3	3	3	3
		IWAR VW Passat Variant	60	56	52	48	44	40	960	36
4	Standard Car	SDAR Ford Mondeo	4	4	4	4	4	4	4	4
			70	65	60	55	50	45	1080	40
5	Full Size	FDAR Saab 9-3	5	5	5	5	5	5	5	5
		FDAR Audi A4, Mercedes Benz C Class	75	70	65	60	55	50	1320	50
		FWAR Audi A4 Avant, Mercedes Benz C Class T Model								
6	Standard Cargo Van (Transporter) 12 m³	VGHX IVECO 35516	6	6	6	6	6	6	6	6
			160	155	150	145	140	130	2270	120
7	Standard Truck 3T (tonnes)	TGHA IVECO 70C17	7	7	7	7	7	7	7	7
			200	195	190	185	180	170	2990	160

L	M	N
Factor Category	Factor Country	TOTAL
1	1	1
2	36	77.616,00
2	2	2
6	36	243.432,00
3	3	3
15	36	699.840,00
4	4	4
7	36	369.180,00
5	5	5
55	36	3.514.500,00
6	6	6
13	36	1.530.360,00
7	7	7
2	36	307.440,00

Rates include :

Premium Insurance with nil deductible
 Road Tax
 Unlimited Mileage
 Young driver
 Additional driver
 GPS
 Automatic Transmission, with the exception of cargo trucks, cube vans and panel vans (transporters)

Rates exclude :

VAT
 Refuelling charge
 Winter Cover / Snow Tyres
 Airport Station charges
 Railway Station charges

TOTAL EVALUATED PRICE
0
6.434.928,00

Evaluation Instructions

1) Instructions how to complete the data sheet:

- 1.1 Indicate all ACRIS codes with vehicle examples available in your vehicle fleet (complete rental car rates data sheet)!
- 1.2 Fill out the fields ACRIS Code (column B), per category (column A), Car Examples (column C) and the fields D1 to K7 completely.
- 1.3 Only one (1) rate must be given for each vehicle category, no matter how many ACRIS codes and car examples are actually given.

2) Calculation

The fields N1, N2, N3, N4, N5, N6, N7 and O must be calculated as follows:

$$\begin{aligned}
 N1 &= (D1+E1+F1+G1+H1+I1+J1+K1) \times \text{Factor Category L1} \times \text{Factor Country M1} \\
 N2 &= (D2+E2+F2+G2+H2+I2+J2+K2) \times \text{Factor Category L2} \times \text{Factor Country M2} \\
 N3 &= (D3+E3+F3+G3+H3+I3+J3+K3) \times \text{Factor Category L3} \times \text{Factor Country M3} \\
 N4 &= (D4+E4+F4+G4+H4+I4+J4+K4) \times \text{Factor Category L4} \times \text{Factor Country M4} \\
 N5 &= (D5+E5+F5+G5+H5+I5+J5+K5) \times \text{Factor Category L5} \times \text{Factor Country M5} \\
 N6 &= (D6+E6+F6+G6+H6+I6+J6+K6) \times \text{Factor Category L6} \times \text{Factor Country M6} \\
 N7 &= (D7+E7+F7+G7+H7+I7+J7+K7) \times \text{Factor Category L7} \times \text{Factor Country M7}
 \end{aligned}$$

TOTAL EVALUATED PRICE = O = N1 + N2 + N3 + N4 + N5 + N6 + N7

3) Additional Information

- 3.1 The factors for Category and Country are based on the estimated usage of the current standing offer.
- 3.2 Categories are based on European Industry ACRIS codes or equivalent classification systems.
- 3.3 If required, additional rows can be inserted in this Excel table for further ACRIS codes with car examples.
- 3.4 For evaluation purposes all rates have to be quoted in Euro only. For those countries that wish to invoice in local currency, the resulting basis of payment will reflect the conversion from Euro to local currency based on the exchange rates of https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.en.html at November 1, 2019.

Hinweise zur Auswertung

1) Anleitung zum Ausfüllen des Datenblattes:

- 1.1 Geben Sie alle in Ihrer Fahrzeugflotte vorhandenen ACRIS Codes mit Fahrzeugbeispielen an (Vollständiges Ratenblatt)!
- 1.2 Füllen Sie die Felder ACRIS Code (Spalte B), je Category (Spalte A), Car Examples (Spalte C) sowie die Felder D1 bis K7 komplett aus.
- 1.3 Es ist jeweils nur eine (1) Rate für eine Fahrzeugkategorie anzugeben, unabhängig von der Anzahl der Codes und Fahrzeugbeispiele.

2) Berechnung

Es müssen die Felder N1, N2, N3, N4, N5, N6, N7 und O berechnet werden, und zwar wie folgt:

$$\begin{aligned}
 N1 &= (D1+E1+F1+G1+H1+I1+J1+K1) \times \text{Factor Category L1} \times \text{Factor Country M1} \\
 N2 &= (D2+E2+F2+G2+H2+I2+J2+K2) \times \text{Factor Category L2} \times \text{Factor Country M2} \\
 N3 &= (D3+E3+F3+G3+H3+I3+J3+K3) \times \text{Factor Category L3} \times \text{Factor Country M3} \\
 N4 &= (D4+E4+F4+G4+H4+I4+J4+K4) \times \text{Factor Category L4} \times \text{Factor Country M4} \\
 N5 &= (D5+E5+F5+G5+H5+I5+J5+K5) \times \text{Factor Category L5} \times \text{Factor Country M5} \\
 N6 &= (D6+E6+F6+G6+H6+I6+J6+K6) \times \text{Factor Category L6} \times \text{Factor Country M6} \\
 N7 &= (D7+E7+F7+G7+H7+I7+J7+K7) \times \text{Factor Category L7} \times \text{Factor Country M7}
 \end{aligned}$$

TOTAL EVALUATED PRICE = O = N1 + N2 + N3 + N4 + N5 + N6 + N7

3) Zusätzliche Informationen

- 3.1 Die Faktoren für Kategorie und Land basieren auf der geschätzten Nutzung des aktuellen Rahmenvertrages.
- 3.2 Die Kategorien basieren auf den ACRIS-Codes der europäischen Industrie oder gleichwertigen Klassifizierungssystemen.
- 3.3 Es können bei Bedarf zusätzliche Zeilen in dieser Excel Tabelle für weitere ACRIS Codes mit Car Examples eingefügt werden.
- 3.4 Zu Auswertungszwecken sind alle Preise nur in Euro anzugeben. Für die Länder, die in lokaler Währung fakturieren möchten, spiegelt die resultierende Zahlungsgrundlage die Umrechnung von Euro in Landeswährung wider, basierend auf den Wechselkursen auf https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.en.html vom 1. November 2019.

MANDATORY CRITERIA

1.0 MANDATORY REQUIREMENTS

Item #	Annex B Reference	Requirement	Proof of Compliance	Bid Reference
1	SOW Section 2.1.1	The Bidder must clearly demonstrate that it is capable of providing rental car services in Latvia, Ukraine, Norway, Romania, Poland, Italy, France, UK, Belgium, The Netherlands, Estonia, Lithuania and Germany.	In order to meet this requirement, the Bidder must provide a brochure that clearly demonstrates that it is capable of providing the service in all of these countries. If a bidder currently does not have a location in one of the countries, it must identify the country and provide written attestation that it will be capable of providing rental car services in these countries by the date of award of a Standing Offer.	
2	SOW Section 2.1.2	The Bidder must clearly demonstrate that it is capable of providing rental vehicles consisting of Compact cars, Mid-Size Cars, Station Wagons, Mini-Vans, Sport Utility Vehicles (SUVs), Pick-Up Trucks and Cargo Vans (12 m ³) and Cube Vans (Trucks) 3T.	In order to meet this requirement, the Bidder must provide a brochure that clearly demonstrates that it is capable of offering all of the listed vehicles. If a bidder currently cannot provide all of the listed vehicles, it must provide written attestation that it will be capable of providing by the date of award of a Standing Offer.	
3	SOW Section 2.4.5	The Bidder must clearly demonstrate that it is capable of providing invoices in pdf or html format within 15 days after the rental contract period.	In order to meet this requirement, the Bidder must provide written attestation that it is capable of providing invoices in pdf or html format within 15 days after the rental contract period.	
4	SOW Section 2.4.2	The Bidder must clearly demonstrate that it is capable of providing a corporate account team that is experienced in dealing with Government / Military Services.	In order to meet this requirement, the Bidder must provide an organization chart with points of contacts.	
5	SOW Section 2.4.7	The Bidder must clearly demonstrate that it is capable of implementing customer service practices as per SOW Section 2.4.7.	In order to meet this requirement, the Bidder must provide an escalation chart and a matrix for military / government customers.	

**Call-up Against a Standing Offer**
Commande subséquente à une offre à commandes

To the supplier: The standing offer identified below is accepted as follows: You are required to supply the goods or services, or both, shown below at the prices or on the pricing basis stated and in accordance with the other conditions stated in the standing offer. Only goods or services, or both, included in the standing offer will be supplied in the call-up against the standing offer.

Au fournisseur: L'offre à commandes indiquée ci-dessous est acceptée selon les modalités suivantes : Vous devez fournir les biens ou les services, ou les deux, indiqués ci-dessous selon les prix ou la base de tarification établie, et conformément avec les autres conditions stipulées dans l'offre à commandes. Seuls les biens ou les services, ou les deux, inclus dans l'offre à commandes seront fournis dans la commande subséquente à l'offre à commandes.

Security: The call-up includes security provisions.

Sécurité : La demande comprend des exigences en matière de sécurité.

NO	YES	If YES, attach a SCRL to the call-up
NON	OUI	Si OUI, joindre une LVERS à la demande

Ship to - Expédier à

Supplier - FournisseurNo

Invoices must be sent in accordance with - Les factures doivent être envoyées selon :

The detailed instructions in the standing offer
Les instructions détaillées dans l'offre à commandesThe address shown in the "Ship to" block
L'adresse indiquée dans la case « Expédier à »Special instructions below
Les instructions particulières ci-dessous

Each shipment must be accompanied by a packing or delivery slip. All invoices, bills of lading and packing slips must show the following reference numbers.

Financial Code(s) - Code financier(s)

Chaque expédition doit être accompagnée d'un bordereau d'emballage ou de livraison. Les factures, connaissements et bordereaux d'emballage doivent tous porter les numéros de référence suivants.

Standing Offer No. - N° de l'offre à commandes

Requisition No. - N° de demande
Order. Off. - Bur. dem. YY - AA Serial No. - N° de sérieClient Reference No. (optional)
N° de référence du client (facultatif)**Call-up Authority:**:
:
:

Amendment No. N° de modification	Previous Value (\$) Valeur précédente (\$)	Value of increase or decrease (\$) Valeur de l'augmentation ou diminution (\$)	Total estimated expenditures or revised Total des dépenses estimatives ou révisées
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Item No. N° de l'article	Item Description Description de l'article	No of Vehicles	Rental Period	Unit Price Prix unitaire	Extended Price Prix calculé

Special Instructions - Instructions particulières

Total**For further information, call - Pour renseignements supplémentaires, contacter**

Name - Nom

Telephone No. - N° de téléphone

Delivery required by - Livraison requise le
(YYYY-MM-DD) (AAAA-MM-JJ)**For internal purposes only - Pour usage interne seulement**

Approved for the Minister - Approuvé pour le Ministre

Pursuant to subsection 32(1) of the *Financial Administration Act*, funds are available.
En vertu du paragraphe 32(1) de la *Loi sur la gestion des finances publiques*, des fonds sont disponibles.

Signature (Mandatory - Obligatoire)

Date (YYYY-MM-DD - AAAA-MM-JJ)

Signature (Mandatory - Obligatoire)

Date (YYYY-MM-DD - AAAA-MM-JJ)

Requisition No. - N° de demande			Client Reference No. (optional) N° de référence du client (facultatif)
Order. Off. Bur. dem.	YY - AA	Serial No. - N° de série	

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Item No. N° de l'article	Item Description Description de l'article	No of Vehicles	Rental Period	Unit Price Prix unitaire	Extended Price Prix calculé

Requisition No. - N° de demande			Client Reference No. (optional) N° de référence du client (facultatif)
Order. Off.	Bur. dem.	Serial No. - N° de série	

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Item No. N° de l'article	Item Description Description de l'article	No. of Vehicles	Rental Period	Unit Price Prix unitaire	Extended Price Prix calculé

Requisition No. - N° de demande			Client Reference No. (optional) N° de référence du client (facultatif)
Order. Off.	Bur. dem.	Serial No. - N° de série	

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Item No. N° de l'article	Item Description Description de l'article	No of Vehicles	Rental Period	Unit Price Prix unitaire	Extended Price Prix calculé

German Commercial Register Branch B	Branch B Display of the current register contents	Number of the Company:
-Printout-	Page 1 of 2	

1. **Number of previous entries:**

2. **a) Company:**

b) Registered office, branch, branch offices:

c) Object of the company:

3. **Share or nominal capital:**

4. **a) General rules on representation:**

b) Board of directors, executive directors, managing directors, personally liable director, managing director, authorized representative and special power of representation:

5. **Prokura:**

6. **a) Legal form, commencement, articles of association or articles of association:**

German Commercial Register Branch B	Branch B Display of the current register contents	Number of the Company:
-Printout-	Page 2 of 2	

b) Other legal relationships:

7. a) Date of last entry:

Example