



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

Bid Receiving/Réception des soumissions
Procurement & Contracting Services /
Services d'acquisitions et des marchés.
RCMP "H" Division HQ
RCMP Mailstop # H-066
80 Garland Avenue
DARTMOUTH, NS B3B 0J8

**CLEARLY LABEL YOUR ENVELOPE WITH THE
FOLLOWING INFORMATION:**
Solicitation No M4000 4 5122
All-Terrain Vehicles for delivery to Nova Scotia

**REQUEST FOR
PROPOSAL**

**DEMANDE DE
PROPOSITION**

Proposal to: Royal Canadian Mounted Police

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

Proposition aux : Gendarmerie royale du Canada

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

Comments: - Commentaries :

Title – Sujet All-Terrain Vehicles for delivery to Nova Scotia		Date January 29, 2014
Solicitation No. – N° de l'invitation M4000 4 5122		
Client Reference No. - No. De Référence du Client		
Solicitation Closes – L'invitation prend fin		
At / à :	2 :00 PM	AST (Atlantic Standard Time) HNA (heure normale de l'Atlantique)
On / le :	March 10, 2014	
F.O.B. – F.A.B See Here in – Voir aux présentes	GST – TPS See herein — Voir aux présentes	Duty – Droits See herein — Voir aux présentes
Destination of Goods and Services – Destinations des biens et services See herein — Voir aux présentes		
Instructions See herein — Voir aux présentes		
Address Inquiries to – Adresser toute demande de renseignements à Rosalee Parsons Rosalee.parsons@rcmp-grc.gc.ca		
Telephone No. – No. de téléphone (902) 720-5112	Facsimile No. – No. de télécopieur (902) 426-7136	
Delivery Required – Livraison exigée See herein — Voir aux présentes	Delivery Offered – Livraison proposée	
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:		
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	



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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The requirement is detailed under the Requirement at Annex A.

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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

4. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

Revision to Departmental Name: As this solicitation is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

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

The 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 01 – Code of Conduct and Certification – Bid of 2003 referenced above is amended as follows:

Delete subsection 1.4 and 1.5 in their entirety.

1.1 SACC Manual Clauses

SACC Manual clause Condition of Material (2007-11-30) B1000T

2. Submission of Bids

Bids must be submitted only to RCMP Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to RCMP will not be accepted.



3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

4. Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid (2 hard copies)
- Section II: Financial Bid (2 hard copies)
- Section III: Certifications (2 hard copies)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

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

Section I: Technical Bid

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



The mandatory requirements table found in Annex A Requirement must be completed.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

1.1 Exchange Rate Fluctuation

SACC Manual clause C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

The mandatory technical criteria is detailed under the Requirement at Annex A.

1.2 Financial Evaluation

SACC Manual Clause A0220T (2013-04-25), Evaluation of Price

Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

2. Basis of Selection

- 2.1** 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 evaluated price will be recommended for award of a contract.
- 2.2** 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. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.

PART 5 - CERTIFICATIONS

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



The certifications provided by bidders to Canada are subject to verification by Canada at all times. 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 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in the Standard Instructions identified in this solicitation. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website.

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

2. Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

2.1 Rate or Price Certification

The Bidder certifies that the price proposed is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement applicable to this Contract.

2. Requirement

The Contractor must provide the items detailed under the "Requirement" at Annex "A".

3. Standard Clauses and Conditions

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

Revision to Departmental Name: As this contract is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term,



condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

3.1 General Conditions

2010A (2013-04-25), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

Section 29 - Code of Conduct and Certifications - Contract of 2010A referenced above is amended as follows:

Delete subsection 29.4 in its entirety.

4. Term of Contract

4.1 Delivery Date

The requested delivery date for all the deliverables to be received is on or before March 31, 2014.

4.2 Optional Goods

The Contractor grants to Canada the irrevocable option to acquire an additional two (2) units described at Annex A, Requirement of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

Delivery location could be any location within the provinces of New Brunswick, Nova Scotia, Prince Edward Island or Newfoundland and Labrador except locations within Comprehensive Land Claims Settlement Areas (CLCSAs). A request for quote for shipping charges will be sent to the supplier with the exact delivery location prior to amending the contract if option is exercised.

The resulting Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be submitted to the Department of Public Works and Government Services for individual processing.

The Contracting Authority may exercise the option at any time before March 31, 2015 by sending a written notice to the Contractor. Delivery of optional goods will be required within 30 days from date of contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Rosalee Parsons
Title: Regional Procurement Officer
Royal Canadian Mounted Police
Procurement and Contracting Branch
Telephone: 902-720-5112
Facsimile: 902-426-7136
E-mail address: rosalee.parsons@rcmp-grc.gc.ca

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

5.2 Project Authority

To be determined upon award of contract.



The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the 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 contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

Legal Company Name: _____
Operating Name (if different from above): _____
Mailing Address: _____

For General Inquiries:

Name of Authorized Representative: _____
Telephone: _____
Facsimile: _____
E-mail: _____

For Delivery Follow-up:

Name of Authorized Representative: _____
Telephone: _____
Facsimile: _____
E-mail: _____

6. Payment

6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex B Basis of Payment for a cost of \$ _____ (amount to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

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

6.2 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

7. Invoicing Instructions

7.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

7.2 Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
(b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.



8. Certifications

8.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

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

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010A (2013-04-25) General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____, (date to be inserted upon award of contract)

11. Procurement Ombudsman

11.1 Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term or condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

11.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [*the supplier or the contractor or the name of the entity awarded this contract*] respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

12. SACC Manual Clauses

SACC Manual clause Electrical Equipment (2006-06-16) B1501C
SACC Manual clause Excess Goods (2006-06-16) B7500C



**ANNEX A
REQUIREMENT**

The Contractor must supply and deliver five (5) All-Terrain Vehicles to be delivered to Royal Canadian Mounted Police in Dartmouth Nova Scotia. The requested delivery date for the five 5 All-Terrain Vehicles is on or before March 31, 2014. An option to purchase an additional two (2) All-Terrain Vehicles on or before March 31, 2015 is included.

INSTRUCTIONS TO BIDDERS:

Bidders are to indicate whether or not they comply with the specification by checking yes or no for each line.

Bidders should include descriptive literature(brochure) of the make and model of the item(s) offered in sufficient detail to clearly indicate compliance with each of the individual requirements detailed herein.

Bidders should write in the page number in their descriptive literature(ie brochure) where this requirement is detailed for each line. When the descriptive literature(brochure) does not detail the requirement, a written narrative demonstrating compliance will be accepted. Please write the narrative in the "Page #" column.

Model year 2014: All-Terrain Vehicles (ATVs) Specification and Mandatory Requirements

#	Description	Compliance		Page # of attached literature/brochure where this requirement is detailed
		Yes	No	
1.	Features			
1.1	2014 Model Year EFI (electronic fuel injection)			
1.2	Starter: Electric			
1.3	Lighting (Front & Rear)			
1.4	Speedometer			
1.5	Tachometer			
1.6	Fuel Gauge : Electronic			
1.7	Odometer or Hour Meter			
1.8	Hand & Thumb Warmers			
1.9	Hand Guards – included and installed			
1.10	Seating: 2 person capacity minimum			
1.11	Front Rack – 75 lb capacity included and installed			
1.12	Rear Rack – 150 lb capacity included and installed			
1.13	3000 lb Remote Control Winch – included and installed			



1.14	Front and Rear Bumper included and installed			
1.15	Rugged off road tires, included and installed			
1.16	Towing Capacity: 900 lb. Min., must include hitch w/ball and be installed			
1.17	Skid Plates: Full coverage (front, middle, rear) to be included and installed			
2.	Engine and Drive Train			
2.1	Cylinders: 2 cylinder Minimum			
2.2	Stroke: 4 stroke			
2.3	Selectable 2 wheel drive / 4 wheel drive			
2.4	Displacement: 550 cc Minimum 650 Maximum			
2.5	Liquid Cooled EFI (electronic fuel injection)			
2.6	Starter: Electric and if available, with recoil included			
2.7	Exhaust: Standard – Manufacturer			
2.8	Brake System: Hydraulic Disc Brakes			
2.9	Transmission: Standard – Manufacturer, must have Reverse			
2.10	Parking Brake: Standard - Manufacturer			
3.	Suspension			
3.1	Front and Rear: Standard – Manufacturer			
3.2	Shocks: Standard - Manufacturer			
4.	Dimensions			
4.1	Length: Minimum 82" & Maximum 100"			
4.2	Width: Minimum 43" & Maximum 48"			
4.3	Height: Minimum 44" & Maximum 51"			
4.4	Fuel Capacity: 20 L minimum			
5.	Miscellaneous			
5.1	Manuals: Must include English copy of Operators and Maintenance Manuals.			
5.2	A basic standard manufacturer tool kit shall be provided with each ATV			
5.3	Keys : Minimum (2) Two sets of keys provided with each ATV.			
5.4	Standard Pre Delivery Inspection: For each model, must be included in the price of each ATV.			



5.5	The New Vehicle Information Statement (NVIS) must accompany the vehicle on delivery.			
5.6	Cover; Factory Cover – Full/Trailerable, heavy duty, polyester, nylon or vinyl			
5.7	Warranty; The Contractor shall be able to provide regular maintenance/repairs and warranty repairs within Province of Nova Scotia.			

Make and Model Offered: _____



ANNEX B

BASIS OF PAYMENT

Description	Delivery Address FOB Destination	Quantity	All inclusive Unit Price (in accordance with Annex A, including shipping costs)	Extended Price (excluding HST and/or all other applicable taxes, including shipping costs)
All-Terrain Vehicle (see Annex A Requirement for description)	RCMP c/o Diesel and Auto Electric 105 Simmonds Drive Dartmouth NS B3B 1N7 Attn: Stephen Myers	5		
FOB Destination Dartmouth NS including all delivery charges and customs duties and Applicable Taxes.				

OPTIONAL PURCHASE

Description	Delivery Address	Quantity	All inclusive Unit Price (in accordance with Annex A, excluding shipping costs)	Extended Price (excluding HST and/or all other applicable taxes and shipping costs)
All-Terrain Vehicle (see Annex A Requirement for description)	Delivery location could be any location within the provinces of New Brunswick, Nova Scotia, Prince Edward Island or Newfoundland and Labrador	2		
A request for quote for shipping charges will be sent to the supplier with the exact delivery location prior to amending the contract if option is exercised.				

Please note: If transportation costs are payable by Canada under the Contract and the Contractor makes the transportation arrangements, shipments must be made by the most direct and economical means consistent with normal shipping practice.