

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

Bid Receiving/Réception des soumissions
NWR_Procurement_Bids@rcmp-grc.gc.ca

**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: - Commentaires :

THIS DOCUMENT DOES NOT CONTAIN
A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT NE
COMPORTE PAS UNE EXIGENCE EN
MATIÈRE DE SÉCURITÉ

Title – Sujet Police BMW Motorcycle (Group 2)		Date May 27, 2023
Solicitation No. – N° de l'invitation M5000-23-4441 / A		
Client Reference No. - No. De Référence du Client M5000-23-4441		
Solicitation Closes – L'invitation prend fin		
At / à :	2:00 pm / 1400 heure	CST (Central Standard Time) HNC (Heure Normale du Centre)
On / le :	June 20, 2023	
Delivery - Livraison See herein — Voir aux présentes	Taxes - Taxes 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 Lianne Hopkie lianne.hopkie@rcmp-grc.gc.ca		
Telephone No. – No. de téléphone 639-625-3630		Facsimile No. – No. de télécopieur
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

1.1 Security Requirements

There is no security requirement associated with the requirement.

1.2 Statement of Requirement

The Royal Canadian Mounted Police (RCMP) has a requirement for the purchase and delivery of seven (7) BMW R 1250RT-P motorcycles and ancillary items such as but not limited to vehicle manuals, preventative maintenance replacement parts kit list, warranty letter(s) and initial parts kit, in accordance with the specifications in Annex A - Requirements.

The RCMP follows the Michigan State Police Vehicle Evaluation Program (Model 2023 most recent publication) for approved make and models to conduct police work effectively and safely. The only motorcycles that get tested are those provided by the manufacturers, which are purpose built as police motorcycles. Substitute products will not be considered.

All motorcycles must be delivered to Edmonton, Alberta.

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 Recourse Mechanisms

If you have any concerns relating to the procurement process, please refer to the [Recourse Mechanisms](#) page on the Buyandsell.gc.ca website. Please note that there are strict deadlines for filing complaints with the Canadian International Trade Tribunal (CITT) or the [Office of the Procurement Ombudsman \(OPO\)](#).

<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms>

<http://opo-boa.gc.ca/plaintesurvol-complaintoverview-eng.html>



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.1.1 SACC Manual Clauses

[B4024T](#) (2020-07-01), No Substitute Products

2.2 Submission of Bids

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

NOTE: The RCMP has not been approved for bid submission by Canada Post Corporation (CPC) Connect service.

Bids transmitted by facsimile or email to RCMP will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority, at lianne.hopkie@rcmp-grc.gc.ca no later than 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.



Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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.

2.4 Applicable Laws

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

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

2.5 Promotion of Direct Deposit Initiative

The following information is not related to the solicitation process:

An initiative within the Government of Canada called the Cheque Standardization Project has been established whereby eventually for all payments, cheque stubs will no longer be printed and, with few exceptions, will be processed via direct deposit. This option is only available when payment is made in Canadian dollars for deposit into a Canadian bank account. In an attempt to be proactive, RCMP Corporate Accounting is promoting the registration of RCMP suppliers for the upcoming change in the payment process.

If you are the successful Bidder on this or any other RCMP requirement, you are encouraged to register with the RCMP for direct deposit. Please contact RCMP Corporate Accounting by email to receive a form entitled *Recipient Electronic Payment Registration Request* along with instructions for completion of the form.

Should you have any questions regarding the Cheque Standardization Project or if you want to register, please contact the following email: corporate_accounting@rcmp-grc.gc.ca



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submit its complete **email** bid in separately saved and attached sections as follows:

- Section I:** **Technical Bid** (one soft copy in PDF format)
Section II: **Financial Bid** (one soft copy in PDF format)
Section III: **Certifications** (one soft copy in PDF format)
Section IV: **Additional Information** (one soft copy in PDF format)

Important Note:

For bids transmitted by email, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:

- a. receipt of garbled or incomplete bid;
- b. delay in transmission or receipt of the bid to the RCMP Bid Receiving Unit's email inbox indicated on Page 1 (the date & time on the email received by the RCMP Bid Receiving Unit is considered the date & time of receipt of the bid submission);
- c. availability or condition of the receiving equipment;
- d. incompatibility between the sending and receiving equipment;
- e. failure of the Bidder to properly identify the bid;
- f. illegibility of the bid; or
- g. security of bid data.

A bid transmitted electronically constitutes the formal bid of the Bidder and must be submitted in accordance with Section 05 Submission of Bids [2003](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements.

The RCMP has restrictions on incoming e-mail messages. The maximum e-mail message size including all file attachments must not exceed 5MB. Zip files or links to bid documents will not be accepted. Incoming e-mail messages exceeding the maximum file size and/or containing zip file attachments will be blocked from entering the RCMP e-mail system. A bid transmitted by e-mail that gets blocked by the RCMP e-mail system will be considered not received. It is the responsibility of the Bidder to ensure receipt.

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 a numbering system that corresponds to the bid solicitation.



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

1. Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
2. Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
3. Unless otherwise noted, Bidders are encouraged to submit bids electronically. If hard copies are required, Bidders should:
 - a. 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
 - b. 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, duo tangs 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 Deliverables.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

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



Section IV: Additional Information

3.1.2 Best Delivery Date – Bid

3.1.2.1 Firm Quantity

While delivery of the equipment/vehicle is request by July 15, 2023, the best delivery that could be offered is as follows:

Seven (7) motorcycles (Group 2) and ancillary items will be delivered

on _____ (*insert date*).

3.1.3 Supplier Contacts

Canada requests that Bidders provide the Contractor's Representative contact information in Part 6.

3.1.4 After Sales Services

Canada requests that the Bidder provide in Part 6 the names, addresses and telephone numbers of their dealers and/or agents authorized to provide after sales service, maintenance and warranty repairs, and a full range of repair parts for the vehicle/equipment offered. The Bidder should show the distance between the delivery location and the authorized dealer and/or agent and the delivery location, which should not be more than 100 kilometres.

3.1.5 Manufacturer's Standard Warranty Period

Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the vehicle/equipment and its component with unlimited mileage. Any additional manufacturer's standard warranty such as those derived from the Original Equipment Manufacturer (OEM) for component/sub-assemblies will form part of the proposed contract.

3.1.6 Extended Warranty Period

Canada requests that the Bidder indicate if an extended warranty period is being offered that exceeds the manufacturer's standard warranty period with unlimited mileage.

If yes, Canada requests that the Bidder provide details and pricing information of any extended warranty period available for the vehicle/equipment and any ancillary items.

Any extended warranty period offered will not be included in the financial evaluation.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Bidders must demonstrate their compliance with all technical evaluation criteria detailed in Annex D – Mandatory Technical Criteria, by providing substantial information describing completely and in detail how each requirement is met or addressed. Simply repeating the statement contained in the bid solicitation is not sufficient.

4.1.2 Financial Evaluation

Bidders must provide with their bid all financial information requested in the bid solicitation and at Annex B – Basis of Payment.

4.1.2.1 Mandatory Financial Criteria for Firm Quantity

The prices of the bid must be in Canadian dollars, DDP Delivered Duty Paid at destination, Incoterms 2010, Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

4.2 Basis of Selection– Mandatory Technical Criteria

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.



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 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.

5.1.1 Integrity Provisions

In accordance with the section titled Information to be provided when bidding, contracting, or entering into a real property agreement subject to 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:

- Declaration of Convicted Offences - Integrity Declaration Form (as applicable)
- Required Documentation (List of names for integrity verification form)

Please see the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaires-forms-eng.html) website for further details (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaires-forms-eng.html>).

5.1.2 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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) – Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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



5.1.3 Additional Certifications Precedent to Contract Award

5.1.3.1 Independent Bid Determination

The attached Certificate of Independent Bid Determination (attached Attachment 1) has been developed by the federal Competition Bureau for use by the Contracting Authority when calling for bids, tenders or quotations. The intention of this documentation is to deter bid-rigging by requiring Bidders to disclose, to the Contracting Authority, all material facts about any communications and arrangements which the Bidder has entered into with competitors regarding the call for tenders.



Attachment 1 to PART 5
CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:

(Corporate Name of Recipient of this Submission)

for: _____

(Name and Number of Bid and Project)

in response to the call or request (hereinafter "call") for bids made by:

(Name of Tendering Authority)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Corporate Name of Bidder or Tenderer [hereinafter "Bidder"])

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 - a. has been requested to submit a bid in response to this call for bids;
 - b. could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
6. the Bidder discloses that (check one of the following, as applicable):
 - a. the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;



-
- b. the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a. prices;
 - b. methods, factors or formulas used to calculate prices;
 - c. the intention or decision to submit, or not to submit, a bid; or
 - d. the submission of a bid which does not meet the specifications of the call for bids;
- except as specifically disclosed pursuant to paragraph (6)(b) above;
8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

(Printed Name and Signature of Authorized Agent of Bidder)

(Position Title)

(Date)



PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Requirement

The Contractor must deliver seven (7) motorcycles (Group 2) and ancillary items, in accordance with the Requirements/Specifications as described at Annex A - Requirement.

6.3 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) (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.

6.3.1 General Conditions

[2010A](#) (2022-12-01), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Delivery Date

Delivery of the vehicle/equipment must be made as follows:

Firm Quantity

Seven (7) motorcycles (Group 2) and ancillary items must be delivered on *(to be inserted at contract award)*.

6.4.2 Delivery Points

Delivery of the requirement will be made to the delivery location specified at Annex A - Requirement.



6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Lianne Hopkie
Senior Procurement Officer
Royal Canadian Mounted Police
Procurement and Contracting Unit
Regina, Saskatchewan

Telephone: 639-625-6230
E-mail address: lianne.hopkie@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.

6.5.2 Technical Authority

The Technical Authority for the Contract is:
(to be inserted at contract award)

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

6.5.3 Contractor's Representative *(to be inserted at contract award)*

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
E-mail address: _____



6.5.4 After Sales Service

Destination (Edmonton, Alberta)

The following dealer and/or agent is authorized to provide after sales service, maintenance and warranty repairs; and a full range of repair parts for the vehicle/equipment offered: *(to be inserted at contract award)*

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment – Firm Unit Price

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" for a cost of \$ *(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.

6.6.2 Method of Payment - Single Payment

H1000C (2008-05-12), Single Payment

6.7 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 items identified in the invoice is completed.

Invoices must be distributed as follows:

One (1) copy must be forwarded by email to the Technical Authority and to the Contracting Authority for certification and payment.



6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ *(to be inserted at contract award)*.

6.10 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. the General Conditions 2010A (2022-12-01), General Conditions - Goods (Medium Complexity);
- c. Annex A, Requirements;
- d. Annex B, Basis of Payment; and
- e. the Contractor's bid dated _____ *(to be inserted at contract award)*.

6.11 Procurement Ombudsman

6.11.1 Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

6.11.2 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 complainant 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.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

6.12 SACC Manual Clauses

[A9049C](#) (2011-05-16), Vehicle Safety
[G1005C](#) (2016-01-28), Insurance

6.13 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Purchase Description and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.14 Preparation for Delivery

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

6.15 Shipping Instructions - Delivery at Destination

The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (Edmonton, Alberta). Unless otherwise directed, delivery must be made by the most economical means. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.

The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the person identified in Annex A - Requirements. The consignee may refuse shipments when prior arrangements have not been made.

6.16 Delivery and Unloading

Delivery trucks must be equipped with an unloading device which will permit unloading at sites with no hydraulic, stationary or other type of unloading facility.



6.17 Tools and Loose Equipment

For shipment verification, all items and tools, which are shipped loose with the vehicle/equipment must be listed on an attached packing note.

6.18 Assembly/Preparation at Delivery

The Contractor must send a Service Representative to the delivery destination to perform the assembly/preparation on all vehicles/equipment delivered. The assembly/preparation must be performed at no additional cost to Canada.

6.19 Interchangeability

Unless changes during the production run are authorized by the Contracting Authority, all vehicles/equipment supplied against any one item of a contract must be the same make and model, and all like assemblies, sub-assemblies and parts must be interchangeable.



ANNEX A – REQUIREMENTS

1. TITLE

POLICE BMW MOTORCYCLE (GROUP 2)

2. BACKGROUND

The Royal Canadian Mounted Police (RCMP) has a requirement for the purchase and delivery of seven (7) BMW R 1250RT-P motorcycles (Group 2) and ancillary items such as but not limited to vehicle manuals, preventative maintenance replacement parts kit list, warranty letter(s) and initial parts kit.

The RCMP follows the Michigan State Police Vehicle Evaluation Program (Model 2023 most recent publication) for approved make and models to conduct police work effectively and safely. The only motorcycles that get tested are those provided by the manufacturers, which are purpose built as police motorcycles. Substitute products will not be considered.

3. REQUIREMENTS/SPECIFICATIONS

BMW R 1250RT-P Model Year: *(to be inserted at contract award)*, and ancillary items such as but not limited to vehicle manuals, preventative maintenance replacement parts kit list, warranty letter(s) and initial parts kit.

Firm Quantity: 7

At minimum, the motorcycle must meet the following requirements:

Item No.	Minimum Specification
1	Transmission: 6 speed
2	Clutch: wet multi plate or single plate dry clutch
3	Power Train: chain, belt or shaft drive configuration
4	Dual ride mode: Dry or inclement weather
5	Alternator: 500 W
6	Battery: Main: 12V, 16 Ah, maintenance free Auxiliary: 12V, 16 Ah, maintenance free
7	Starter: electric
8	Brakes: ABS (anti-lock brakes) Front: dual disk Rear: single disk
9	Guards: Front: engine guards (factory approved) Rear: side case/saddlebag guards (factory approved)
10	Suspension: Front: telescopic forks Rear: swing arm type with shock absorber(s)/damper(s)
11	Tires: Front: manufacturer's standard for class of motorcycle Rear: manufacturer's standard for class of motorcycle
12	Wheels: cast alloy or aluminum



13	Windshield/front fairing: Full front ridged fairing with electrically adjustable windshield on demand
14	Headlamp: Halogen or LED Manufacturer Standard Police package; Headlamp, high and low beam.
15	Headlamps: A switch should be located on the handlebar which allows front and rear lighting to be turned "on" or "off" with engine operating independent of ignition switch. Headlamps shall have available "Alternating" function
16	Cruising light package, factory approved
17	Mirrors: long Stem, true reflection type (image not altered) or full-sized fairing mounted (image not altered)
18	Gauges: Calibrated speedometer, metric (kilometers per hour) digital or analog, with odometer, trip indicator Gear, position indicator. Tachometer (digital or analog is acceptable)
19	Electronic cruise control (mechanical throttle lock not acceptable)
20	Fuel Capacity: 20 liters
21	Heated Handle Grips
22	Seat: Adjustable single saddle with lockable rear radio box
23	Side case/saddlebags: factory approved, rigid, lockable
24	Weather protection kit and splash guards: Enhanced rider protection from inclement weather (factory approved)
25	Siren speaker and bracket mounting kit (factory approved)
26	Police Lighting: Front LED red and blue lighting Rear pole mount LED beacon red
27	Electrical: all switches must be water-resistant
28	Activating electrical ports (up to 4) – required for the addition of non-OEM lighting systems
29	Keys: 2 set of keys for each unit at delivery (one set consists of two (2) keys)
30	Color; White
31	Warranty: 24 month (minimum) with unlimited mileage

4. Destination:

The motorcycles and ancillary items must be Delivery Duty Paid to:

RCMP Post Garage
11136 109th Street North West
Edmonton, AB
T5G 2T4

The contact person at destination is: *(to be inserted at contract award)*.



ANNEX B – BASIS OF PAYMENT

Firm prices including ancillary items, delivery and offloading of equipment, warranty, custom duties included; Delivered Duty Paid (DDP), GST/HST extra if applicable.

FOR EVALUATION PURPOSES ONLY

The Bidder must insert their firm all -inclusive unit price in Column B and complete the extended price in Column C. The firm all-inclusive unit price includes deli ancillary items, delivery and offloading of equipment, warranty, custom duties included; Delivered Duty Paid (DDP).

FINANCIAL EVALUATION CALCULATION = Sum total of Column C

Description	Unit	Quantity (a)	Firm Unit Price (b)	Extended Firm Price C = (a) x (b)
BMW Motorcycle, Model R 1250RT-P (insert current model in production) Including but not limited to vehicle manuals, preventative maintenance replacement parts kit list, initial parts kit and warranty letter(s).	EA	7	\$ _____	\$ _____
Total Price C				\$ _____

Extended Warranty Period

If the warranty period is extended for an additional period of _____ months/calendar days, the Contractor will be paid a firm unit price of \$ _____ per vehicle/equipment, applicable taxes extra.

(Extended Warranty Period will not be included in the financial evaluations)



ANNEX C – ELECTRONIC PAYMENT INSTRUMENTS

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

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



ANNEX D – MANDATORY TECHNICAL CRITERIA

MOTORCYCLES – GROUP 2

Bids submitted will be evaluated to confirm compliance with the mandatory requirements of the solicitation. Bids not meeting any one of the following mandatory criteria will be deemed non-compliant and will not be evaluated any further.

The Bidder must demonstrate, by providing brochures, factory specs or other substantiating documentation that their proposed motorcycle meets the specifications.

Bidder should indicate the document name/title and page number where the **Substantial Information** can be found.

	Mandatory Technical Criteria	Location of the Substantial Information in Bid Proposal
M1	The 2 wheeled motorcycles must have successfully completed the MSP (Michigan State Police) Vehicle Testing with no notation of concerns for their individual handling or safety capabilities when operated in simulated patrol, destination and emergency response driving scenarios. Motorcycles offered in compliance with this specification must be manufacturer VIN specific police models.	/Page
M2	BMW Canada has authorized the “dealership” to sell North American Police Spec BMW motorcycles.	/Page
M3	Configuration, 2-Wheeled Motorcycle	/Page
M4	Engine: 1100 cc (minimum), four (4) stroke, two (2) cylinder, fuel injected, air or liquid cooled.	/Page
M5	Wheelbase: 58 in. (minimum)	/Page
M6	Warranty must be provided via a factory authorized/trained facility for parts and labor and be within 100 km of the delivery location of the vehicles.	/Page