



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

Procurement & Contracting Services
Bid Receiving Unit
VISITOR'S CENTRE
73 Leikin Drive
Ottawa, Ontario K1A 0R2
Canada

Services d'acquisitions et des marchés
Module de réception des soumissions
CENTRE DES VISITEURS
73 promenade Leikin
Ottawa (Ontario) K1A 0R2
Canada

**REQUEST FOR
STANDING OFFER (RFSO)**

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

Regional Individual Standing Offer (RISO)
Offre à commandes individuelle et régionale (OCIR)

Offer 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.

Offre 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 :

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

Title – Sujet Mattresses, Mattress Foundations and Metal Bed Frames		Date January 31, 2014
RFSO No. – N° de la DOC 201404576		
Client Reference No. - No. De Référence du Client 201404576		
RFSO Closes – La demande prend fin		
At / à :	2:00 PM	EST (Eastern Standard Time) HNE (heure normale de l'Est)
On / le :	March 17, 2014	
F.O.B. – F.A.B See herein — 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 Anna Rozanski (anna.rozanski@rcmp-grc.gc.ca)		
Telephone No. – No. de téléphone 613-843-6972	Facsimile No. – No. de télécopieur 613-825-0082	

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. Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement, the Basis of Payment, the Security Requirements Checklist and the Mandatory Technical Criteria.

2. Summary

2.1 Royal Canadian Mounted Police (RCMP) requires a Regional Individual Standing Offer (RISO) for mattresses, mattress foundations and metal bed frames as detailed herein for the National Capital Region.

2.2 The Identified User is the Standing Offer Authority or delegate.

2.3 The period for making call-ups against the Standing Offer is three years from the date of the Standing Offer, plus two one-year option periods.

2.4 One standing offer will be issued as a result of this RFSO. The estimated usage of the standing offer is between \$25,000.00 and \$75,000.00 per year. The total value of the standing offer will not exceed \$400,000.00, applicable taxes included.

2.5 There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Insurance Requirements, and Part 7A - Standing Offer.

2.6 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), North American Free Trade Agreement (NAFTA), Canada-Chile Free Trade Agreement, Canada-Columbia Free Trade Agreement, Canada-Panama Free Trade Agreement, Canada-Peru Free Trade Agreement, and the Agreement on Internal Trade (AIT).



3. Security Requirement

There is a security requirement associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses.

4. Debriefings

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

5. 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 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard 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 RFSO is issued by RCMP, any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this RFSO, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

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

The 2006 (2013-06-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Section 01 – Code of Conduct and Certification – Offer of 2006 referenced above is amended as follows:

Delete subsection 1.4 and 1.5 in their entirety.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: ninety (90) days



1.1 **SACC Manual Clauses**

M1004T (2011-05-16) Condition of Material

2. **Submission of Offers**

Offers must be submitted only to RCMP Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to RCMP will not be accepted.

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

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

4. **Applicable Laws**

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

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. **Offer Preparation Instructions**

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

Section I: Technical Offer (four hard copies)

Section II: Financial Offer (one hard copy)

Section III: Certifications (one hard copy)

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

(a) use 8.5 x 11 inch (216 mm x 279 mm) paper;



- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors 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 Offer

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

The technical offer should consists of the following:

- a) Completed and signed page 1 of this RFSO;
- b) Completed and signed page 1 of each RFSO amendments, including questions and answers;
- c) Supporting documentation to demonstrate compliancy to the Mandatory Technical Criteria; and
- d) Completed Annex D, Mandatory Technical Criteria.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

The mandatory technical criteria are detailed in Annex D.

1.2 Financial Evaluation

- 1.2.1 The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP destination, Canadian customs duties and excise taxes included.



1.2.2 Unless the RFSO specifically requires offers to be submitted in Canadian currency, offers 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 RFSO closing date, or on another date specified in the RFSO, will be applied as a conversion factor to the offers submitted in foreign currency.

2. Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price on an aggregate basis will be recommended for issuance of a standing offer.

PART 5 - CERTIFICATIONS

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

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

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

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

1.1 Code of Conduct and Certifications - Related documentation

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

1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

2. Additional Certifications Precedent to Issuance of a Standing Offer

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



2.1 Former Public Servant Certification

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES** () **NO** ()

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** () **NO** ()



If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

The Offeror hereby certifies compliance to the required certifications, as listed above.

Name: _____ Title: _____

Signature: _____ Date: _____

PART 6 - SECURITY REQUIREMENT

1. Security Requirement

1.1 Before issuance of a standing offer, the following conditions must be met:

- (a) the Offeror's proposed individuals requiring access to sensitive work site(s) must meet the security requirement as indicated in Part 7A - Standing Offer;
- (b) the Offeror must provide the name of all individuals who will require access to sensitive work sites;
- (c) the Offeror must provide personal data including the full name, date of birth, present address and other data as requested by the RCMP representative of all individuals who will require access to classified or protected information, assets or sensitive work sites. Fingerprinting may be required.

1.2 Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex A.



1.2 Substitute Products

After issuance of the Standing Offer:

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the Requirement at Annex A will be considered if the item(s) specified in the Requirement at Annex A are no longer available from the manufacturer.
2. Products offered as equivalent in form, fit, function and quality will be considered where the Offeror:
 - a. designates the brand name, model and/or part number of the substitute product;
 - b. states that the substitute product is fully interchangeable with the item specified;
 - c. provides complete specifications and descriptive literature for each substitute product;
 - d. provides compliance statements that include technical specifics showing the substitute product meets all technical evaluation criteria that are specified in the Request for Standing Offers (RFSO); and
 - e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any technical evaluation criteria.
3. Products offered as equivalent in form, fit, function and quality will not be considered if:
 - a. the Offeror fails to provide all the information requested to allow the Standing Offer Authority to fully evaluate the equivalency of each substitute product; or
 - b. the substitute product fails to meet or exceed the technical evaluation criteria specified in the RFSO for that item.
4. In conducting its evaluation of the substitute product, Canada may, but will have no obligation to, request the Offeror to demonstrate, at the sole cost of the Offeror, that the substitute product is equivalent to the item specified in the Requirement at Annex A.

2. Security Requirement

The following security requirement (SRCL and related clauses) applies and form part of the Standing Offer.

- (a) The Offeror's personnel requiring access sensitive work site(s) is required to be security cleared at the level of Facility Access as verified by the Personnel Security Unit (PSU) of the Royal Canadian Mounted Police (RCMP).
- (b) The Offeror's personnel must not remove or make copies of any designated or classified information or assets from the identified work site(s), and the Offeror must ensure that its personnel are made aware of and comply with this restriction.
- (c) The Offeror must comply with the provisions of the Security Requirements Check List in Annex C.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<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 standing offer 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 standing offer, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.



3.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

Section 11 Code of Conduct and Certifications – Standing Offer of 2005 referenced above is amended as follows:

Delete subsection 11.4 in its entirety.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is three years from the date of issuance of the Standing Offer.

4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two one-year periods under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Anna Rozanski
Title: Senior Procurement Officer
Royal Canadian Mounted Police, HQ Procurement and Contracting
Address: 73 Leikin Drive, Ottawa, Ontario K1A 0R2
Telephone: 613-843-6972
Facsimile: 613-825-0082
E-mail address: anna.rozanski@rcmp-grc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

5.2 Project Authority

The Project Authority for the Standing Offer is: (To be specified at issuance of standing offer)

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.



5.3 Offeror's Representative

(To be specified at issuance of standing offer)

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is the Standing Offer Authority or delegate.

8. Call-up Procedures

The Identified User will make call-ups against the Standing Offer as follows:

- a) Authorized call-ups against this Standing Offer must be made using the duly completed forms identified in section 9, Call-up Instrument, by methods such as facsimile, electronic mail or any other method deemed acceptable by both the Identified User and the Offeror.
- b) No costs incurred before the receipt of a signed call-up or equivalent document can be charged to this Standing Offer.
- c) Only the goods identified in Annex B of the Standing Offer are authorized for call-up. No substitutions are permitted unless otherwise authorized in writing by the Standing Offer Authority.
- d) If by error or omission the Identified User fails to apply the correct price as listed in Annex B or applies it improperly, it will be the responsibility of the Offeror to notify the Identified User of the error prior to delivery.
- e) Any modifications to the original call-up must be supported by the issuance of an amended call-up form.

9. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form 942, Call-up against a Standing Offer or an electronic version.

10. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$400,000.00, Applicable Taxes included, unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or one month before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.



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 call up against the Standing Offer, including any annexes;
- (b) the articles of the Standing Offer;
- (c) the general conditions 2005 (2012-11-19), General Conditions - Standing Offers - Goods or Services;
- (d) the general conditions 2010A (2013-04-25) General Conditions - Goods (Medium Complexity);
- (e) Annex A, Requirement;
- (f) Annex B, Basis of Payment;
- (g) Annex C, Security Requirements Check List;
- (h) the Offeror's offer dated _____ (to be specified at issuance of standing offer).

12. Certifications

12.1 Compliance

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

13. Applicable Laws

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

B. RESULTING CONTRACT CLAUSES

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

1. Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 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.



3. Term of Contract

3.1 Delivery Date

Delivery must be made within 30 calendar days from receipt of a call-up against the Standing Offer.

4. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

5. Payment

5.1 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(s) as specified in Annex B. 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.

5.2 Method of Payment

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

6. Invoicing Instructions

6.1 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.

6.2 Invoices must be distributed as follows:

- a) The original and one copy must be forwarded to the address shown on the call-up for certification and payment.
- b) One copy must be forwarded to the Identified User shown on the call-up.

7. Insurance

SACC Manual clause G1005C (2008-05-12) Insurance

8. Shipping Instructions – Delivered Duty Paid

Goods must be consigned and delivered to the destination specified in the call-up and delivered: Incoterms 2000 "DDP Delivered Duty Paid"

9. Inspection and Acceptance

Unless otherwise specified in the call-up, the Project 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 Requirement 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.

10. Procurement Ombudsman

10.1 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.

10.2 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.

11. SACC Manual Clauses

A9068C (2010-01-11) Government Site Regulations

B7500C (2006-06-16) Excess Goods



ANNEX A

REQUIREMENT

The Offeror must supply, deliver and install mattresses, mattress foundations and metal bed frames to the Royal Canadian Mounted Police as detailed herein.

1 Mattresses

1.1 General Specifications

- a) Each mattress must be an innerspring mattress with individually pocketed coil springs.
- b) Each mattress must meet or exceed the CAN/ULC-S137 flame requirements.
- c) Each mattress must have a minimum of 10 years industry standard warranty.
- d) Each mattress must be flipable, two-sided construction style.
- e) Fabric cover / ticking must be made from polyester or cotton-poly blend.

1.2 Measurements

- a) Each queen mattress must be the standard North American Queen size of approximately 80 by 60 inches. Each queen mattress must have a height not less than 7.5 inches and not more than 8.5 inches.
- b) Each double mattress must be the standard North American Double size of approximately 75 by 54 inches. Each double mattress must have a height not less than 7.5 inches and not more than 8.5 inches.
- c) Each single mattress must be the North American Twin XL size of approximately 80 by 39 inches. Each single mattress must have a height not less than 7.5 inches and not more than 8.5 inches.

1.3 Coil Springs

- a) Each queen mattress must have a minimum of 800 individually pocketed coil springs.
- b) Each double mattress must have a minimum of 600 individually pocketed coil springs.
- c) Each single mattress must have a minimum of 400 individually pocketed coil springs.

2 Mattress Foundations

2.1 General Specifications

- a) Each mattress foundation must consist of a wooden frame and support slats.
- b) Wooden frame and support slats must be made of any of the following: medium-density fiberboard (MDF), particle wood, softwood or hardwood.
- c) Each mattress foundation must have a minimum of 10 years industry standard warranty.
- d) Fabric cover / ticking must be made from either microfiber, polyester or cotton-poly blend.



2.2 Measurements

- a) Each queen mattress foundation must be the standard North American Queen size of approximately 80 by 60 inches. Each queen mattress foundation must have a height not less than 6.5 inches and not more than 8.5 inches.
- b) Each double mattress foundation must be the standard North American Double size of approximately 75 by 54 inches. Each double mattress foundation must have a height not less than 6.5 inches and not more than 8.5 inches.

3 Metal Bed Frames

3.1 General Specifications

- a) Each metal bed frame must be adjustable to fit any of the following sizes: twin, double or queen.
- b) Each metal bed frame must be made of steel.
- c) Each metal bed frame must have a center support with a minimum of one leg with either lockable casters or glides.
- d) Each metal bed frame must have four reinforced legs with either lockable casters or glides.
- e) Each metal bed frame must include all hardware required for assembly.
- f) Each metal bed frame must have a minimum of one year industry standard warranty.

4 Service Requirements

- 4.1 During delivery, the Offeror is responsible for removing the old mattress and/or mattress foundation identified by RCMP from the delivery site.
- 4.2 During delivery, the Offeror is responsible for removing all shipping and packaging material from the delivery site.



ANNEX B

BASIS OF PAYMENT

The following prices are in effect during the initial period of the standing offer:

Item No.	Description	Manufacturer, Model and Reference No.	Unit Price	Unit of Issue
1	Mattress, queen size, as detailed in Annex A		\$	Each
2	Mattress, double size, as detailed in Annex A		\$	Each
3	Mattress, single size, as detailed in Annex A		\$	Each
4	Mattress foundation, queen size, as detailed in Annex A		\$	Each
5	Mattress foundation, double size, as detailed in Annex A		\$	Each
6	Metal bed frames with lockable casters, as detailed in Annex A		\$	Each
7	Metal bed frames with glides, as detailed in Annex A		\$	Each
		Subtotal of Unit Prices (A):	\$	

The following prices are in effect during the first optional extension period of the standing offer:

Item No.	Description	Manufacturer, Model and Reference No.	Unit Price	Unit of Issue
E1-1	Mattress, queen size, as detailed in Annex A		\$	Each
E1-2	Mattress, double size, as detailed in Annex A		\$	Each
E1-3	Mattress, single size, as detailed in Annex A		\$	Each
E1-4	Mattress foundation, queen size, as detailed in Annex A		\$	Each
E1-5	Mattress foundation, double size, as detailed in Annex A		\$	Each
E1-6	Metal bed frames with lockable casters, as detailed in Annex A		\$	Each



E1-7	Metal bed frames with glides, as detailed in Annex A		\$	Each
		Subtotal of Unit Prices (B):	\$	

The following prices are in effect during the second optional extension period of the standing offer:

Item No.	Description	Manufacturer, Model and Reference No.	Unit Price	Unit of Issue
E2-1	Mattress, queen size, as detailed in Annex A		\$	Each
E2-2	Mattress, double size, as detailed in Annex A		\$	Each
E2-3	Mattress, single size, as detailed in Annex A		\$	Each
E2-4	Mattress foundation, queen size, as detailed in Annex A		\$	Each
E2-5	Mattress foundation, double size, as detailed in Annex A		\$	Each
E2-6	Metal bed frames with lockable casters, as detailed in Annex A		\$	Each
E2-7	Metal bed frames with glides, as detailed in Annex A		\$	Each
		Subtotal of Unit Prices (C):	\$	

Evaluated Price (A + B + C): \$ _____



ANNEX C

SECURITY REQUIREMENTS CHECK LIST

See attached document.



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ANNEX D

MANDATORY TECHNICAL CRITERIA

Offerors must provide substantiation in detail as to how a mandatory criterion is met or provide cross-reference to identify the page(s) where a mandatory criterion is demonstrated in their technical offer. Canada reserves the right to verify any and all information.

Item No.	Mandatory Criterion	Substantiate in detail how this criterion is met or cross reference to technical offer (page & paragraph)
1	Mattresses	
1.1	General Specifications	
a)	Each mattress must be an innerspring mattress with individually pocketed coil springs.	
b)	Each mattress must meet or exceed the CAN/ULC-S137 flame requirements.	
c)	Each mattress must have a minimum of 10 years industry standard warranty.	
d)	Each mattress must be flipable, two-sided construction style.	
e)	Fabric cover / ticking must be made from polyester or cotton-poly blend.	
1.2	Measurements	
a)	Each queen mattress must be the standard North American Queen size of approximately 80 by 60 inches. Each queen mattress must have a height not less than 7.5 inches and not more than 8.5 inches.	
b)	Each double mattress must be the standard North American Double size of approximately 75 by 54 inches. Each double mattress must have a height not less than 7.5 inches and not more than 8.5 inches.	
c)	Each single mattress must be the North American Twin XL size of approximately 80 by 39 inches. Each single mattress must have a height not less than 7.5 inches and not more than 8.5 inches.	
1.3	Coil Springs	
a)	Each queen mattress must have a minimum of 800	



	individually pocketed coil springs.	
b)	Each double mattress must have a minimum of 600 individually pocketed coil springs.	
c)	Each single mattress must have a minimum of 400 individually pocketed coil springs.	
2	Mattress Foundations	
2.1	General Specifications	
a)	Each mattress foundation must consist of a wooden frame and support slats.	
b)	Wooden frame and support slats must be made of any of the following: medium-density fiberboard (MDF), particle wood, softwood or hardwood.	
c)	Each mattress foundation must have a minimum of 10 years industry standard warranty.	
d)	Fabric cover / ticking must be made from either microfiber, polyester or cotton-poly blend.	
2.2	Measurements	
a)	Each queen mattress foundation must be the standard North American Queen size of approximately 80 by 60 inches. Each queen mattress foundation must have a height not less than 6.5 inches and not more than 8.5 inches.	
b)	Each double mattress foundation must be the standard North American Double size of approximately 75 by 54 inches. Each double mattress foundation must have a height not less than 6.5 inches and not more than 8.5 inches.	
3	Metal Bed Frames	
3.1	General Specifications	
a)	Each metal bed frame must be adjustable to fit any of the following sizes: twin, double or queen.	
b)	Each metal bed frame must be made of steel.	
c)	Each metal bed frame must have a center support with a minimum of one leg with either lockable casters or glides.	
d)	Each metal bed frame must have four reinforced legs with either lockable casters or glides.	



e)	Each metal bed frame must include all hardware required for assembly.	
f)	Each metal bed frame must have a minimum of one year industry standard warranty.	