



Request for Proposal Number:	NRCan-5000015194B
Title:	Photographic Reproduction Services for the National Air Photo Library (NAPL)
Date of Solicitation:	11 March 2015 (Eastern Daylight Savings Time EDT)
Solicitation Closing Date and Time:	18 March 2015 at 2:00 P.M. (Eastern Daylight Savings Time EDT)
Address Inquiries To Contracting Authority:	Valerie Holmes Natural Resources Canada Senior Procurement Officer Fax: (613) 947-5477 Email: valerie.holmes@nrca.gc.ca
Security:	There is no security requirement associated with this solicitation.
Send Proposal To:	Natural Resources Canada Bid Receiving Unit, Mailroom 588 Booth street, Room 108 Ottawa, Ontario K1A 0Y7 Attention: Valerie Holmes

PROCUREMENT BUSINESS NUMBER (PBN) _____

In order to be able to receive a Natural Resources Canada (NRCan) contract, all suppliers **MUST** have a PBN. Companies who do not have a PBN **MUST** register for a PBN in the Supplier Registration Information system, on line at the Business Access Canada (formerly Contracts Canada) Internet site: [<Supplier Registration>](#)

VENDOR/FIRM NAME AND FULL POSTAL ADDRESS (PLEASE PRINT):

FIRM NAME: _____

ADDRESS: _____

CONTACT: _____

TELEPHONE: _____

FACSIMILE: _____

EMAIL: _____

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF BIDDER (PLEASE PRINT):

NAME: _____

TITLE: _____

PROPOSAL TO: NATURAL RESOURCES CANADA

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

Signature of Person Authorized to Sign on behalf of Vendor/Firm:

Date _____



REQUEST FOR PROPOSAL (RFP)

FOR

PHOTOGRAPHIC REPRODUCTION SERVICES

FOR

NATURAL RESOURCES CANADA (NRCAN)

A "Request for Proposal" (RFP) is the solicitation document used to seek proposals or bids from suppliers. The term "Bidder", also called the "Offeror", refers to the potential supplier submitting a proposal or a bid. **The Bidder submitting a proposal may, however, consist of several firms putting one proposal together as a joint venture. In the case of a joint venture, the combined experience of the firms forming the joint venture will be considered for the purposes of determining the Bidders' compliance to the Mandatory and Rated Requirements.**

Wherever the words "Proposal" or 'Bid' appear in this document", each shall be taken to mean the same as the other.

The MANDATORY REQUIREMENTS of this RFP are identified specifically with the words "MANDATORY", "MUST", "ESSENTIAL", "SHALL", "WILL", "IT IS REQUIRED", AND "REQUIRED". IF a MANDATORY REQUIREMENT is not complied with, the proposal will be considered NON-RESPONSIVE and will not receive any further consideration. In the context of this RFP, Non-Responsive, Non-Compliant and Non-Valid shall each be taken to mean the same as the other.

NOTICE TO BIDDERS: The following documents are enclosed and form part of this bid package:

RFP #NRCan-5000015194B, including all Parts, Appendices and Annexes as listed in the Table of Contents below.

The Bidder acknowledges that all of the aforementioned documents were received in its bid package. It is the responsibility of the Bidder to verify the inclusion of all documents, and to obtain copies of any missing items by contacting the Contracting Authority (CA) as identified on Page 1 of this RFP. Failure to obtain any missing document(s) shall not relieve the Bidder from compliance with any obligation imposed by the RFP, nor excuse the Bidder from the guidelines set out therein.



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PART 1: GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into four (4) parts plus Annexes as follows:

- Part 1: General Information:** provides a general description of the requirement;
- Part 2: Bidder Instructions:** provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3: Evaluation Procedures and Basis of Selection:** indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 4: Resulting Contract Clauses:** includes the clauses and conditions that will apply to any resulting contract.

The Annexes include:

- Annex "A" - Statement of Work,
- Annex "B" - Technical Evaluation Criteria,
- Annex "C" - Financial Proposal,
- Annex "D" - Certifications,

2. Summary

By means of this RFP, NRCan is seeking proposals from Bidders to respond to requests from all types of clients for reproduction services from the NAPL's collection of aerial photography.

The period of this contract shall be from **April 1, 2015** to **March 31, 2016**, inclusively, with the option to extend the services for up to **two (2)** additional **twelve (12)** month periods

There is no security requirement associated with this requirement.

This requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Agreement on Internal Trade (AIT), the Canada - Chile Free Trade Agreement (CCFTA) and the Canada-Peru Free Trade Agreement (CPFTA).

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](#) issued by Public Works and Government Services Canada (PWGSC).

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 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

In the complete context (**except Section 3**):

DELETE: Public Works and Government Services Canada (PWGSC)
INSERT: Natural Resource Canada (NRCan)

Section 1 - Code of Conduct and Certifications of 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:

DELETE: in its entirety

Section 2 - Procurement Business Number of 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:

DELETE: Suppliers are required to...
INSERT: It is suggested that supplier are required to...

Subsection 5.4 - Submission of Bids of 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:

DELETE: 60 days
INSERT: 120 days

Subsection 8.1 - Transmission by Facsimile of 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:

DELETE: (819) 997-9776
INSERT: (613) 995-2920

Subsection 20.2 - Further Information of 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:

DELETE: in its entirety

2. Submission of Bids / Bid Receiving Unit Address

It is the Bidders responsibility to ensure that proposals are delivered to the following location, by the time and date indicated on page 1 of this RFP document:

Natural Resources Canada
Bid Receiving Unit - Mailroom
588 Booth Street, Room 108
Ottawa, Ontario K1A 0Y7
Attention: Valerie Holmes



It is requested that the Bidder's name, return address, Request for Proposal Number, and Bid Closing Date appear legibly on the outside of the envelope containing the Bidder's proposal. Failure to do so may result in bids being misdirected. **NRCan will not assume responsibility for proposals directed to any other location.**

The onus is on the Bidder to ensure that the proposal is delivered to the location above. Not complying with the above instructions may result in NRCan's inability to ascertain reception date and/or to consider the bid prior to contract award. Therefore, NRCan reserves the right to reject any proposal not complying with these instructions.

2.1 Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to NRCan will not be accepted.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **three (3)** 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.

To comply with the [Code of Conduct for Procurement](#), bidders are obliged to alert the contracting authority to any factual errors that they discover in bid solicitations.

4. Security Requirement

There is no security requirement associated with this solicitation.

5. Bidder Financial Capacity

The Bidder may be required to provide, prior to contract award, specific information with respect to their legal and financial status, and their technical and financial capability to satisfy the requirements as stipulated in this RFP. If requested, financial information to be provided shall include, but not be limited to, the Bidder's most recent audited financial statements or financial statements certified by the Bidder's chief financial officer. Information requested by NRCan is to be provided by the Bidder as stipulated in the request by the Contracting Authority.

Should the Bidder provide the requested information to Canada in confidence, while indicating that the disclosed information is confidential, Canada will then treat the information in a confidential manner as provided in the Access to Information Act.

In the event that a proposal is found to be non-responsive on the basis that the Bidder is considered not to be financially capable of performing the subject requirements, official notification shall be provided to the Bidder by NRCan.

6. Applicable Laws

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



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.

7. Disclosure of Information

Any information, data and/or Intellectual Property which is provided in a proposal and is demonstrably proprietary to a Bidder, shall be so identified specifically (by paragraph, table, figure) in the proposal, and Natural Resources Canada will endeavor to protect such proprietary information, data and/or Intellectual Property in accordance with the laws of Canada and its normal policies, regulations and procedures. Any financial data and information provided by Bidders for the purpose of this RFP will be treated as "Commercially Confidential" and kept in confidence by Natural Resources Canada unless expressly stated otherwise in this RFP. Such information will not be disclosed, in whole or in part, except on a need-to-know basis for the specific purpose of proposal evaluation and for the activities related to the process of contract award, as applicable. Unless it is required to do so by law, NRCan will not divulge such data and/or information to any third party.

8. Conflict of Interest

If NRCan determines the successful Bidder to be in a possible conflict of interest situation, the Bidder will be required, prior to entering into a contractual relationship with NRCan, to disclose any and all holdings and activities that could possibly be in a conflict, real or perceivable, with the mandate and objectives of NRCan. In the event that NRCan decides that action is necessary in order to remove such a conflict, the successful Bidder will be required to take such action (which may include divestiture of certain assets or ceasing to perform certain activities) prior to entering into a contractual relationship with NRCan.

9. Site Visit - Optional

Should a Bidder feel a site visit is required, they are requested to contact the Contracting Authority to set up a date and time that is convenient for all parties. It is requested that should a site visit be requested, that the request is made two (2) days prior to bid closing.

10. Basis for Canada's Ownership of Intellectual Property

The contract will not result in the development of any intellectual property.

11. Bid Preparation Instructions

Natural Resources Canada encourages the use of recycled paper and two-sided printing. Reduction in the size of documents will contribute to Natural Resources Canada's sustainable development initiatives and reduce waste.

All fees, associated with the transfer of data or of all documents as may be required by NRCan as part of the solicitation process, are the responsibility of the Bidder. No costs incurred by the Bidder before receipt of a signed contract or specified written authorization from the Contracting Authority can be charged to any resulting contract.

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 support of the Policy on Green Procurement, it is requested that bidders provide their bid in separately bound sections as follows:

HARD COPY:

Section I: Technical Bid - 4 copies (1 original, 3 copies)

Section II: Financial Bid - 1 copy, **under separate cover**. Prices related to the current solicitation must appear in the financial bid only and are not to be indicated in any other section of the bid; prices referenced in the financial bid should not to be repeated in any other section of the bid.

Section III: Certifications - 1 copy

OR:

ELECTRONIC STORAGE MEDIA:

Since NRCan is working towards a greener environment by eliminating all hard copy file folders, we prefer to have all bids on a CD/DVD or USB. If you wish to submit in this format, please provide the following:

Section I: Technical Bid - 4 copies (1 original, 3 copies)
NOTE: 1 CD/DVD/USB will contain: 1 Technical, sole Financial Bid, Certifications and signed first page
3 CD/DVD/USB will contain: just the Technical Bid

Section II: Financial Bid - 1 copy (included with original Technical Bid).

Section III: Certifications - 1 copy (included with original Technical Bid and sole Financial Bid)

Note: NRCan will accept either Hard copy or Electronic Media submitted bids. However, it is NRCan's preference that bids be submitted on Electronic Storage Media in order to adhere to the green initiative underway at NRCan.

Section I: Technical Bid - 4 soft copies (on CD/DVD) (1 original copy must include Financial Bid and Certifications)

Section II: Financial Bid - 1 soft copy, **included with original Technical Bid**. Prices related to the current solicitation must appear in the financial bid only and are not to be indicated in any other section of the bid; prices referenced in the financial bid should not to be repeated in any other section of the bid.

Section III: Certifications - 1 soft copy (to be included with the 1 original technical bid)

NOTE: WHEN SUBMITTING A BID TO THIS SOLICITATION AND YOU USE A COURIER SERVICE, YOU ARE ADVISED TO WRITE THE BID SOLICITATION NUMBER, CLOSING DATE AND TIME ON THE FRONT OF THE COURIER PACKAGE; NOT JUST ON THE ENVELOPES WITHIN THE COURIER PACKAGE IN ORDER TO AVOID ANY UNCERTAINTY FROM OUR BID RECEIPT UNIT WHEN RECEIVING BIDS WITHOUT ANY INDICATION WHAT THEY ARE FOR.

1. Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability and describe their approach in a thorough, concise and clear manner for successfully carrying out the work as described in the Annex "A" - Statement of Work".

Bidders must respond to government bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid or contract documents, and submit bids and enter into contracts only if they will fulfill all obligations of the contract.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient and may result in a loss of points. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid



duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

It is the responsibility of the Bidder to obtain clarification of the requirements contained in the RFP, if necessary, prior to submitting a proposal. The Bidder must provide sufficient details in its proposal to substantiate compliance with what is required; all professional experience must be fully documented and substantiated in the proposal(s).

In the event of a proposal submitted through contractual joint venture, the proposal shall either be signed by all members of the joint venture or a statement shall be provided to the effect that the signatory represents all parties of the joint venture. (All members of the joint venture shall be jointly and severally or solidarily liable for the performance of any resulting contract awarded as a result of a joint venture.)

2. Page 1 of the RFP Document

It is mandatory that all bidders sign their submitted proposal. It is requested that all bidders complete, sign and date Page 1 of this RFP (including the name of the submitting organization, the name of the authorized signing person, appropriate addresses, telephone and facsimile numbers and business contact) prior to submitting their proposal. As the signature indicates a clear acceptance of the terms and conditions set out in the RFP, it is the Bidder's responsibility to ensure that the signatory has the authority within its organization to commit the Bidder by making such a contractual offer.

As per article 1 of Part 2, the Bidder hereby agrees, by submitting his/her proposal in response to this RFP, to all the instructions, terms, conditions and clauses detailed herein.

3. Section II: Financial Bid

Bidders must submit their financial bid in accordance with Annex "C"- Financial Proposal. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

All bids are evaluated in Canadian currency. Therefore, for evaluation purposes, the noon rate quoted by the Bank of Canada as being in effect on date of bid closing will be applied as the initial conversion factor for the specified currency.

Canada will pay the exchange rate adjustment amount in Canadian currency using the prevailing noon rate on the date of payment by Canada.

4. Section III: Certifications

Bidders must submit the certifications as per Annex "D".



PART 3: EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be evaluated in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria and in conjunction with Annex "A" - Statement of Work;
- (b) If the Bidder is deemed non-responsive as a result of evaluation, the bid will be set aside and not considered for contract award.
- (c) The proposed successful bidder will be determined in accordance with the contractor selection method stated in this Part.
- (d) All proposals shall be treated as CONFIDENTIAL and will be made available only to those individuals authorized to participate in the evaluation process. All bidders will be subject to the terms of the *Access to Information Act* and to other applicable law or orders of courts or other tribunals having jurisdiction.
- (e) An evaluation team will evaluate the proposals on behalf of NRCan. While the evaluation team will normally be comprised of representatives of NRCan, it *may* also include representatives from other Government Departments and Agencies or third party participants as selected by NRCan.

2. Rights of NRCan

NRCan reserves the right to:

- seek clarification or obtain verification of statements made in a proposal;
- reject any or all proposals received in response to the bid solicitation;
- enter into negotiations with bidders on any or all aspects of their proposal;
- accept any proposal in whole or in part without prior negotiation;
- cancel the bid solicitation at any time;
- reissue the bid solicitation;
- verify any or all information provided by the Bidder with respect to the solicitation including references;
- retain all proposals submitted in response to the solicitation;
- declare a proposal non-responsive if NRCan determines during the evaluation phase that the Bidder does not have the legal status, the facilities or the technical, financial and/or managerial capabilities to fulfill the requirements stated herein;
- discontinue the evaluation of any proposal which is determined, at any stage of the evaluation process, to be non-responsive.

3. Basis of Selection

Only those bids that are deemed to be responsive (compliant) will be evaluated under the basis of selection:

Highest Combined Rating of Technical Merit and Price

The responsive (compliant) Bidder with the highest combined rating of technical merit **(65%)** and price **(35%)** will be recommended for award of a contract. See the following example table below.



Example of 65% Technical Merit and 35% Price Determination			
	Bidder 1	Bidder 2	Bidder 3
Technical Points Achieved by Bidder	88	82	76
Price Quoted by Bidder	\$85,000	\$80,000	\$75,000
CALCULATIONS			
	Technical Points Achieved	Rated Price Points Achieved	Total Points Achieved
Bidder 1	$\frac{88}{*88} \times 65 = 65.00$	$\frac{**75}{85} \times 35 = 30.88$	95.88
Bidder 2	$\frac{82}{*88} \times 65 = 60.57$	$\frac{**75}{80} \times 35 = 32.81$	93.38
Bidder 3	$\frac{76}{*88} \times 65 = 56.14$	$\frac{**75}{75} \times 35 = 35.0$	91.14
*	Represents the highest technical score		
**	Represents the lowest priced proposal		

Assumption: Three responsive (compliant) bids have been received. The maximum technical score that can be obtained is 100 points. The highest technical score and lowest bid price receive full rated percentage and other proposals are pro-rated accordingly.

The winner is the Bidder scoring the highest Total Points as a result of applying the Best Value Calculations to the technical bid and the bid price respectively. Based on the above calculations a contract would be awarded to Bidder 1.

The successful bidder (to be recommended for contract award) will be selected on the basis of the responsive (compliant) bid that offers the lowest average of per diem rates to perform the work, calculated by adding the amount of all per diem rates offered to perform the work and then dividing by the number of per diem rates offered.

4. Sole Bid - Price Support

In the event that the Bidder's proposal is the sole bid received and is deemed responsive, NRCan may request one or more of the following as acceptable price support:

- a) Current published price list indicating the percentage discount available to the federal government; and/or
- b) Paid invoices for like services sold to other customers; and/or
- c) A price certification statement; and/or
- d) Any other supporting documentation as requested.

5. Contract Award Notice/Bidder Proposal Evaluation Debriefing

A Contract Award Notice (CAN) will be prepared and published on the Government Electronic Tendering Service (GETS) hosted by Public Works and Government Services Canada's website <https://buyandsell.gc.ca/> within seventy-two (72) days after award of any contract. Bidders may request and receive a de-briefing provided that a written request is received by e-mail at valerie.holmes@NRCan-RNCan.gc.ca no later than thirty (30) calendar days from the published date of the CAN.

Bidders are requested to direct any additional questions they may have respecting this competitive bid process to the Contracting Authority detailed herein.



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 4: RESULTING CONTRACT CLAUSES

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

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid dated _____. *(To be completed at contract award)*

2. Priority of Documents

If there is a discrepancy between the wording of any document that appears 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 - Higher Complexity - Services 2035 (2014-09-25);
- c) The supplemental general conditions identified herein;
- d) Annex "A", Statement of Work;
- e) Annex "B", Basis of Payment; *(to be included at contract award)*
- f) The Contractor's bid dated _____ *(insert date of bid)*

3. Term of Contract

3.1 Period of Contract

The Work is to be performed during the period of **April 1, 2015** and **March 31, 2016**.

3.2 Option to Extend the Contract

The Contractor grants to NRCan the irrevocable option to extend the period of the contract for up to **two (2)** additional **twelve (12)** month periods, under the same terms and conditions and at the prices and/or rates stated in the contract.

The option may only be exercised by the Contracting Authority, at the request of the Project Authority, and will be evidenced, for administrative purposes only, through a contract amendment. NRCan may exercise the option, or any extension thereof, at any time by written notice to the Contractor at least 30 calendar days prior to the contract expiry date.

4. Standard Clauses and Conditions

Notwithstanding that they have not been expressly articulated, all clauses and conditions identified in the Contract by number, date and title are applicable and are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by Public Works and Government Services Canada.

4.1 General Conditions

General Conditions - Higher Complexity - Services 2035 (2014-09-25) apply to and form part of the Contract. As applicable, replace references to Public Works and Government Services Canada (PWGSC) with Natural Resources Canada (NRCan).



4.2 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

4.3 Intellectual Property

The contract will not result in the development of any intellectual property. However, all prints are the property of Natural Resources Canada.

4.4 Supplemental General Conditions

The following clauses apply to this contract:

4.4.1 Dispute Resolution

Mediation

If a dispute arising from this contract cannot be settled amicably through negotiation, then the parties agree in good faith to submit the dispute to mediation as administered by the Arbitration and Mediation Institute of Canada Inc. (AMIC). The parties acknowledge receipt of the rules of AMIC. The cost of mediation shall be borne equally by the parties.

Arbitration

If the parties cannot resolve the dispute through mediation within sixty (60) days, the parties agree to submit the dispute to arbitration pursuant to the Commercial Arbitration Act (Canada). The party requesting such arbitration shall do so by written notice to the other party/parties. The cost of the arbitration and fees of the arbitrator shall be borne equally by the parties. The arbitration shall take place in the city where the contractor carries on business before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit the dispute to arbitration, each party will choose a representative who will select the arbitrator.

The parties may determine the procedure to be followed by the arbitrator in conducting the proceedings, or may ask the arbitrator to do so. The arbitrator shall issue a written award within thirty (30) days of hearing the parties. The award may be entered in any court having jurisdiction and enforced as a judgment of that court.

Meaning of "Dispute"

The parties agree that the word "dispute" in this clause refers to a dispute of fact or of law, other than a dispute of public law.

Organizations are encouraged to select from one of the following two options:

Option 1:

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 or 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 and 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.



Option 2:

Each party hereby:

- a) consents to fully participate in and bear the cost of any dispute resolution process proposed by the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act to resolve a dispute between the parties respecting the interpretation or application of a term or condition this contract; and
- b) agrees that this provision shall, for purposes of section 23 of the Procurement Ombudsman Regulations, constitute such party's agreement to participate in and bear the cost of such process.

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.

4.4.2 Withholding Tax of 15 Percent

The Contractor agrees that, pursuant to the provisions of the Income Tax Act, Canada is empowered to withhold an amount of 15% of the price to be paid to the Contractor, if the Contractor is a non-resident Contractor as defined in said Act. This amount will be held on account with respect to any liability for taxes which may be owed to Canada.

4.4.3 Closure of Government Offices

Contractor employees are personnel of the Contractor and are paid by the Contractor on the basis of services rendered. Where Contractor's employees are providing services on government premises pursuant to this contract and the said premises become non-accessible due to evacuation or closure of government offices and consequently no work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of the closure.

5. Security Requirement

There is no security requirement associated with this solicitation.

6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: **Valerie Holmes**
 Title: Senior Procurement Officer
 Organization: Natural Resources Canada
 Address: 580 Booth Street, 5th Floor, Room 5-D6-3
 Ottawa, Ontario, K1A 0E9
 Telephone: (613) 943-3580
 Facsimile: (613) 947-5477
 E-mail address: valerie.holmes@nrcan-rncan.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.

6.2 Project Authority (to be completed at time of contract award)

The Project Authority for the Contract is:

Name: _____



Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

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.

7. Payment

7.1 Basis of Payment

Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (*inserted at time of contract award*), Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (a) when it is 75 percent committed, or
 - (b) four (4) months before the contract expiry date, or
 - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.2 Method of Payment

Against invoices (including receipts for travel and living, if applicable) submitted upon completion and in accordance with the Basis of Payment and certification by the Project Authority that work performance was satisfactory and acceptable.

Payment by Her Majesty, to the contractor, for the work shall be made within thirty (30) days following the delivery and acceptance of all deliverables specified in the contract or the date of receipt of a duly completed invoice, whichever date is the later.

Payment by Canada for the Work will be made following delivery, inspection and acceptance of the Work, and upon presentation of invoices and any other substantiating documentation as Canada requires.



8. Invoicing Instructions

Invoices shall be submitted using **one of the following methods:**

E-mail:

OR Fax:

Invoicing-Facturation@NRCan-RNCan.gc.ca

Local NCR region: **613-947-0987**

Toll-free: **1-877-947-0987**

Note:

Attach "PDF" file. No other formats will be accepted

Note:

Use highest quality settings available.

Please do not submit invoices using more than one method as this will not expedite payment.

Invoices and all documents relating to a contract must be submitted on the Contractor's own form and shall bear the following reference numbers:

Contract number: **<provided at time of contract award>**

9. Certifications

Compliance with the certifications 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 or 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.

10. Applicable Laws

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

11. 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.



ANNEX "A" - STATEMENT OF WORK

SW1 Title

Photographic Reproduction Service for the National Air Photo Library (NAPL)

SW2 Background

The NAPL (The National Air Photo Library), a unit of the Department of Natural Resources Canada, functions as a national archive, a record centre, and an order bureau.

The NAPL's archival collection of aerial photographs dates from the 1920's until today. The film archive store over thirty thousand unique rolls of film in climate controlled conditions. Temperatures between 17° and 20° Celsius (61°F and 68°F) and a relative humidity between 40% and 50% are maintained at all times. If a roll of film is lost or damaged it is irreplaceable as only one copy exists.

The service contract is required to respond to requests from all types of clients for reproduction services from the NAPL's collection of aerial photography.

SW3 Tasks

The Contractor is responsible to pick up the rolls of film (each roll may contain up to 500 negatives attached together on same roll) at the NAPL archives, located at 2464 Sheffield Road, Ottawa, Ontario, to temporarily store the rolls in a climate controlled environment, return the rolls to the archives and to provide photographic reproduction services from the original aerial photographic roll negatives. The sizes of the aerial negatives are:

- 25.4 cm x 25.4 cm
- 19 cm x 22.9 cm
- 70 mm format microfilm (reduced from 19 cm x 22.9 cm)

The products sold through the NAPL are the following:

1. Contact prints from the aerial photographic negatives;
2. Contact transparencies from the aerial photographic negatives;
3. Uncorrected film positives from the aerial photographic negatives;
4. Print enlargements (in dimensions ranging from 25.4 cm x 25.4 cm to 102 cm x 102 cm) and reductions from the aerial photographic negatives;
5. Copy negatives from reflection copy;
6. Direct duplicate negatives from aerial photographic negatives.

NRCan will not accept a contact print photo from a scanned negative.

SW4 General Specifications

SW4.1 Procedures for Transportation and Storage, Pick-up and Delivery of the Rolls

The rolls of film must be picked up from the NAPL Archives in Ottawa, Ontario located at 2464 Sheffield Road on a daily basis upon receiving an order and must be transported in an air conditioned environment. On a daily basis, 10 to 20 rolls are transported between the film archive and the Contractor's place of business, for production of the requested products. Each roll of film weighs an average of 6 pounds.

NAPL will not accept the transfer of the rolls of film by Canada Post or any courier services.



The following procedures are required to perform the work as outlined in the product specifications and must be maintained for the duration of the contract:

NAPL will prepare and inspect all the rolls required to complete the order to ensure that all the rolls are properly accounted for.

At pick up time, before signing for the rolls, the Contractor shall check the rolls to ensure that they correspond to the roll numbers listed on the loan form.

The rolls of film and the contact prints must be returned to the NAPL Archives in Ottawa, Ontario located at 2464 Sheffield Road in an air conditioned environment. The NAPL will re-inspect the rolls of film and ensure that the correct prints and quantities are received.

The Contractor will take extra care in the roll of film negatives, as the NAPL's archival collection of aerial photographs dates from the 1920's until today in an historical material and cannot be replaced. **Therefore any damage to the roll of film negatives must be reported in writing by both parties at this time of exchange.**

The Contractor must be able to provide a turnaround time of five (5) days for regular orders and two (2) days for rush orders.

SW4.2 Temporary Storage of the Film Rolls

The Contractor must maintain proper conditions regarding temperature and relative humidity, so as to ensure the dimensional stability of the reproduction materials. The temperature shall be between 17 and 20° Celsius (61 - 68° Fahrenheit) and a relative humidity shall be between 40% - 50%.

SW4.3 Equipment

The Contractor must possess all the necessary equipment in order to complete any tasks based on all the product specifications, and provide a list of said equipment.

SW4.4 Sub-Contractors

The NAPL will not accept the use of sub-contractors.

SW5 Product Specifications

1) Specifications for Producing Monochromatic Photographic Contact Imagery (Prints) from Aerial Negatives

1.0 Introduction

Monochromatic contact prints are 1:1 reproduction from aerial photographic negatives in any of the sizes mentioned below.

The following specifications will be used by the National Air Photo Library and the Contractor performing work for the Department of Natural Resources Canada.

The objective is to ensure that there are uniform standards; to minimize remakes due to inconsistent quality; and to avoid misinterpretation of instructions.

Any changes to these procedures shall be approved, in writing, by the Technical Authority and the Contracting Authority before they are implemented.



1.1 Specifications for Producing Monochromatic Photographic Contact Prints from Aerial Negatives

- 1.1.1 To ensure consistent results, all monochromatic contact prints shall:
- Be processed to establish manufacturing specifications and standards employing chemical replenishments capabilities.
 - Utilize same manufacturers' substrates throughout each job as tone is often an important consideration.
- 1.1.2 Each batch of work supplied to the Contractor shall be returned within five (5) working days for regular orders and two (2) days for rush orders.
- 1.1.3 All monochromatic contact prints shall be made on an automatic printer with electronic dodging capabilities.
- 1.1.4 Proper electronic calibration and settings specified by manufacturer of the printer shall be adhered to, in order to ensure proper dodging and to prevent halo effects.
- 1.1.5 In order to ensure that the proper contact is made between the negative and the sensitized material (photographic paper), the platen, or air bag, shall have an eight (8) to twelve (12) pound pull. Pull being the amount of pressure required to close the latch on the lid of the printer.
- 1.1.6 The photographic paper shall meet the ISO standard 6846.
- 1.1.7 The surface of the photographic paper shall be semi-matte, and be such that it can be written on with a pencil or ballpoint pen unless otherwise specified.
- 1.1.8 The photographic paper shall be medium weight (thickness: 0.211 to 0.282mm) unless otherwise specified in the order.
- 1.1.9 The size of the photographic paper shall be 10" x 10" (25.4 x 25.4cm) unless otherwise specified in the order.
- 1.1.10 Specific instructions such as delivery requirements will be outlined in each order.
- 1.1.11 The photographic paper shall have resin coated (RC) base.
- 1.1.12 The negative shall be masked in such a way that 100% of the image area shows in the print.
- 1.1.13 The prints shall be free of dust marks, scratches, fingerprints, etc.
- 1.1.14 The prints shall be of archival quality; therefore, residual halo shall be kept within the permitted limits as described by the Kodak HT-2 test (or equivalent).
- 1.1.15 Prints shall be reproduced to a density range of 1.0 to 1.20 and utilize the full range of 0.2 to 1.20. All efforts shall be made to achieve the density range. If not possible, a note shall be attached to the product stating reasons for non-compliance.
- 1.1.16 Completed work shall be sorted according to the manner in which they are listed on the order.



2) Specifications for Producing Monochromatic Photographic Contact Imagery (Transparencies) from Aerial Negatives

2.0 Introduction

Monochromatic contact transparencies are a 1:1 reproduction from 25.4cm aerial photographic negatives.

The following specifications will be used by the National Air Photo Library and the Contractor performing work for the Department of Natural Resources Canada.

The objective is to ensure that there are uniform standards; to minimize remakes due to inconsistent quality; and to avoid misinterpretation of instructions.

Any changes to these procedures shall be approved, in writing, by the Technical Authority and the Contracting Authority before they are implemented.

2.1 Specifications for Producing Monochromatic Photographic Contact Transparencies from Aerial Negatives

2.1.1 To ensure consistent results all contact transparencies shall:

- Be processed to establish manufacturing specifications and standards employing chemical replenishments capabilities.
- Utilize same manufacturers' substrates throughout each job as tone is often an important consideration.

2.1.2 Each batch of work supplied to the Contractor shall be returned within five (5) working days for regular orders and two (2) days for rush orders.

2.1.3 All contact transparencies shall be made on an automatic printer with electronic dodging capabilities.

2.1.4 Proper electronic calibration and settings specified by manufacturer of the printer shall be adhered to, in order to ensure proper dodging and to prevent halo effects.

2.1.5 In order to ensure that the proper contact is made between the negative and the sensitized material (photographic paper), the platen, or air bag, shall have an eight (8) to twelve (12) pound pull. Pull being the amount of pressure required to close the latch on the lid of the printer.

2.1.6 The photographic film shall be a high-resolution blue sensitive emulsion coated on .18mm estar clear get backing.

2.1.7 The size of the photographic paper shall be 10" x 10" (25.4 x 25.4cm) unless otherwise specified in the order.

2.1.8 Specific instructions such as delivery requirements will be outlined in each order.

2.1.9 The negative shall be masked in such a way that 100% of the image area shows in the print.

2.1.10 The prints shall be free of dust marks, scratches, fingerprints, etc.

2.1.11 Completed work shall be sorted according to the manner in which they are listed on the order.

2.1.12 The prints shall be of archival quality; therefore, residual halo shall be kept within the permitted limits as described by the Kodak HT-2 test (or equivalent).

2.1.13 The density range of the transparencies shall be 1.0 to 2.0.



3. Specifications from Producing Monochromatic Photographic Contact Uncorrected Film Positives Imagery from Aerial Negatives

3.0 Introduction

Contact film positives are primarily required for checking new aerial photography during acceptance testing, testing photogrammetric procedures or for mapping where corrections are made at the plotting stage rather than at the film positive stage. These film positives shall reproduce the exact geometry of the aerial negative. Absolute contact between the film positive material and the negative is essential, as any trapped air between the surface causes measurable distortion in the photogrammetric process.

Any changes to these procedures shall be approved, in writing, by the Technical Authority and the Contracting Authority before they are implemented.

3.1 Specifications for Producing Monochromatic Photographic Contact Uncorrected Film Positives from Aerial Negatives

3.1.1 To ensure consistent results all contact transparencies shall:

- Be processed to establish manufacturing specifications and standards employing chemical replenishments capabilities.
- Utilize same manufacturers' substrates throughout each job as tone is often an important consideration.

3.1.2 Each batch of work supplied to the Contractor shall be returned within five (5) working days for regular orders and two (2) days for rush orders.

3.1.3 All contact transparencies shall be made on an automatic printer with electronic dodging capabilities.

3.1.4 Proper electronic calibration and settings specified by manufacturer of the printer shall be adhered to, in order to ensure proper dodging and to prevent halo effects.

3.1.5 The size of the photographic film shall be a minimum of 24.1 x 24.1cm (9 1/2" x 9 1/2") and/or greater to include all of the images is full and also include the fiducial marks and other information present on the surround of the photo, unless otherwise specified on the order.

3.1.6 Detail instructions will be outlined on each order.

3.1.7 The film positives shall be free of dust marks, scratches, fingerprints, etc.

3.1.8 The film positive material shall be a stable-base .18mm film.

3.1.9 Contact between the film surfaces shall be emulsion to emulsion.

3.1.10 Masking, if required, shall be on the underside of the register glass.

3.1.11 A 10"x10" 1/4" glass plate shall be used over the film positive material to ensure positive contact with the negative when pressure bag is lowered. Bag pressure shall be adjusted to accommodate glass plate thickness.

3.1.12 A time delay of three (3) to six (6) seconds shall elapse between closing the printer lid and the exposure to allow any trapped air to escape.

3.1.13 Minimum film positive density shall not be less than 0.2 above Base + fog. Maximum film positive density shall not be more than 1.3 unless otherwise specified.



- 3.1.14 The density range of the film positives shall be 1.00 ± 0.10 . Material contrast grade, and/or development procedure shall be altered to achieve this goal.
- 3.1.15 Completed work shall be sorted according to the manner in which they are listed on the order.
- 3.1.16 The film positive shall be of archival quality; therefore, residual halo shall be kept within the permitted limits as described by the Kodak HT-2 test (or equivalent).

4. Specifications for Producing Monochromatic Photographic Print Enlargements and Reductions from Aerial Negatives

4.0 Introduction

Monochrome enlargements and reductions are photographic images which deviate from the 1:1 reproduction format.

The following specifications will be used by the National Air Photo Library and the Contractor performing work for the Department of Natural Resources Canada.

The objective here is to ensure that we have uniform standards; to minimize remakes due to inconsistent quality; and to avoid misinterpretation of instructions.

4.1 Specifications for Producing Monochromatic Photographic Paper Imagery Enlargements and Reductions from Aerial Negatives

- 4.1.1 To ensure consistent results all contact transparencies shall:
 - Be processed to establish manufacturing specifications and standards employing chemical replenishments capabilities.
 - Utilize same manufacturers' substrates throughout each job as tone is often an important consideration.
- 4.1.2 Each batch of work supplied to the Contractor shall be returned within five (5) working days for regular orders and two (2) days for rush orders.
- 4.1.3 Scale accuracy shall be within .01 of the requested factor. (Example: on a request for 2.256 times, 2.25 or 2.26 is considered acceptable).
- 4.1.4 All enlargements and reductions shall be made on a ridged free standing enlarger either vertical or horizontal with a negative carrier format size of 10" x 10".
- 4.1.5 The negative carrier shall have an upper and lower glass platen to assure maximum negative flatness.
- 4.1.6 The photographic paper shall have resin coated (RC) base.
- 4.1.7 The photographic paper shall meet the ISO standard 6846.
- 4.1.8 The surface of the photographic paper shall be semi-matte, and be such that it can be written on with a pencil or ballpoint pen.
- 4.1.9 The photographic paper shall be medium weight (thickness: 0.211 to 0.282mm) unless otherwise specified on the order.
- 4.1.10 The size of the photographic paper shall be as required to complete work requested on the order.
- 4.1.11 Specific instructions such as delivery requirements will be outlined on each order.



- 4.1.12 The negative shall be masked in such a way that 100% of the image area is shown in the print.
- 4.1.13 The prints shall be free of dust marks, scratches, fingerprints, etc.
- 4.1.14 Completed work shall be sorted according to the manner in which they are listed on the order.
- 4.1.15 The prints shall be of archival quality; therefore, residual halo shall be kept within the permitted limits as described by the Kodak HT-2 test (or equivalent).
- 4.1.16 The density range of the enlargement shall be 0.9 - 1.20.

5. Specifications for Producing Monochromatic Copy Negatives from Reflection Copy

5.0 Introduction

A copy negative is generated from a reflection photographic print by evenly illuminating the original print and photographing with a process camera. It is a procedure that shall be carried out with care if high quality results are to be obtained.

The film and developer type shall be selected to maintain adequate without extreme highlight contrast since the highlight tones will be placed in the toe of the printing papers characteristic curve, causing further compression of tone. The camera lens, possessing flat field focus capabilities, shall exceed the diagonal of the reflection copy to avoid unwanted distortions and fall off.

These specifications will be used by the National Air Photo Library (NAPL) and Contractors performing work for the department of Natural Resources Canada.

The objective here is to ensure that there are uniform standards; to minimize remakes due to inconsistent quality; and to avoid misinterpretation of instructions.

Any changes to these procedures shall be approved in writing by Technical Authority and the Contracting Authority before they are implemented.

5.1 Specifications for Producing Monochromatic Copy Negatives from Aerial Reflection

- 5.1.1 To ensure consistent results all contact transparencies shall:
 - Be processed to establish manufacturing specifications and standards employing chemical replenishments capabilities.
 - Utilize same manufacturers' substrates throughout each job as tone is often an important consideration.
- 5.1.2 Each batch of work supplied to the Contractor shall be returned within five (5) working days for regular orders and two (2) days for rush orders.
- 5.1.3 Scale accuracy shall be 1:1 format unless otherwise requested.
- 5.1.4 All copy negatives shall be made on a rigid free standing process camera either vertical or horizontal with a negative chase capable of handling 11x14 format film.
- 5.1.5 The chase shall possess vacuum capabilities to ensure negative flatness, thus ensuring optimum resolution.
- 5.1.6 The size of the photographic film shall be as required to complete work requested in the order.
- 5.1.7 Specific instructions such as delivery requirements will be outlined on each order.



- 5.1.8 The copy negative shall be masked in such a way that 100% of the image area shows.
- 5.1.9 The copy negatives shall be free of dust marks, scratches, fingerprints, etc.
- 5.1.10 Completed work shall be sorted according to the manner in which they are listed on the order.
- 5.1.11 The prints shall be of archival quality; therefore, residual halo shall be kept within the permitted limits as described by the Kodak HT-2 test (or equivalent).
- 5.1.12 The density range of the copy negatives shall be 1.00 ± 0.10 .

6. Specifications for Producing Monochromatic Direct Duplicate Negatives from Aerial Negatives

6.0 Introduction

Monochromatic duplicate negatives are a 1:1 direct reproduction from aerial negatives. It is imperative that they replicate, within the same intermediate contrast and density range of the original, the diffuse highlights and the detailed shadow area of the individual negatives.

The following specifications will be used by the National Air Photo Library and Contractors performing work for the department of Natural Resources Canada.

The objective here is to ensure that there are uniform standards; to minimize remakes due to inconsistent quality; and to avoid misinterpretation of instructions.

Any changes to these procedures shall be approved in writing by the Technical Authority and the Contracting Authority before they are implemented.

6.1 Specifications for Producing Monochromatic Direct Duplicates from Aerial Negatives

- 6.1.1 To ensure consistent results all contact transparencies shall:
 - Be processed to establish manufacturing specifications and standards employing chemical replenishments capabilities.
 - Utilize same manufacturers' substrates throughout each job as tone is often an important consideration.
- 6.1.2 Each batch of work supplied to the Contractor shall be returned within five (5) working days for regular and two (2) working days for rush orders.
- 6.1.3 In order to ensure that the proper contact is made between the negative and the sensitized material (photographic film), the platen, or air bag, shall have an eight (8) to twelve (12) pound pull. Pull being the amount of pressure required to close the latch on the lid of the printer.
- 6.1.4 The size of the photographic film shall be as required to complete the work specified.
- 6.1.5 Specific instructions such as delivery requirements will be outlined on each order by the NAPL Film Archives.
- 6.1.6 The negative shall be masked in such a way that 100% of the image area is shown in the print.
- 6.1.7 The direct duplicates shall be free of dust marks, scratches, fingerprints, etc.
- 6.1.8 Completed work shall be sorted according to the manner in which they are listed on the order.
- 6.1.9 The negatives shall be of archival quality; therefore, residual halo shall be kept within the permitted limits as described by the Kodak HT-2 test (or equivalent).

ANNEX “B” - TECHNICAL EVALUATION CRITERIA

B1 Mandatory Technical Criteria

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Proposals which fail to meet the mandatory criteria will be deemed non-responsive.

Bidders are advised to address each criterion in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. Proposals failing to adequately respond to the mandatory criteria may be excluded from further considerations. The technical proposal should address each of the criteria in the order in which they appear.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the criteria will not be considered demonstrated for the purpose of this evaluation.

The Bidder should provide complete details as to where, when (month and year) and how (through which activities/responsibilities) the stated qualifications/experience were obtained. Experience gained during formal education shall not be considered work experience. All criteria for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

Bidders are also advised that the month(s) of experience listed for a project whose time frame overlaps that of another referenced project will only be counted once. For example: project one time frame is July 2001 to December 2001; project two time frame is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
M1	<p>Location of Bidder:</p> <p>The Bidder's location MUST be within a radius of 125kms of the National Capital Region (NCR).</p> <p>A definition of the National Capital Region is found at the following link: http://en.wikipedia.org/wiki/National_Capital_Region_(Canada)</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M2	<p>Experience:</p> <p>The Bidder MUST demonstrate having a minimum of five (5) years of experience in the reproduction of aerial photography or other experience related to aerial photography.</p> <p>The Bidder MUST provide a list of two (2) projects completed in the last five (5) years. For each project, the Contractor MUST provide:</p> <ul style="list-style-type: none"> • A brief description of the project; • Client's name and coordinates (for validation only) 	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M3	<p>Transportation and Storage:</p> <p>The Bidder MUST demonstrate and certify the transport and storage capacity in a climate controlled environment</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	



Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
	temperature between 17° and 20° Celsius and humidity between 40% and 50% _____ Signature of Authorized Representative of Bidder		
M4	Turnaround Time Capacity: The Bidder MUST demonstrate and certify the following turnaround time capacity: <ul style="list-style-type: none"> • 5 days on regular orders; • 2 days on rush orders _____ Signature of Authorized Representative of Bidder	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M5	Equipment: The Bidder MUST provide a list of equipment that will be used to produce the paper contact prints and film positives (10"x10") and enlargements of up to 40"x40", using negative sizes described in the Statement of Work.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

B2 Point Rated Technical Criteria

The criteria contained herein will be used by NRCan to evaluate each proposal that has met all of the mandatory criteria. Bidders are advised to address these criteria in the following order and in sufficient depth in their proposals to enable a thorough assessment. NRCan's assessment will be based solely on the information contained within the proposal. NRCan may confirm information or seek clarification from bidders.

Item	Rated Requirements	Points Breakdown	Max Points	Demonstrated Compliance, cross reference to Resume
R1	At the Bidder's Conference, the Bidder will be provided with a roll film negative and frame numbers to reproduce the following product: <ul style="list-style-type: none"> • 2 contact prints from a roll film negative, pre-determined; • 3.0 times enlargement of a 2" x 2" area portion of one negative; • 2 diapositives from the same negative roll film, pre-determined The finished products must be provided on photographic paper/diapositive film and are to be included with the technical proposal.	For each product: 10 points: Range of tones and definition are excellent (elements are very sharp and very well defined) 5 points: Range of tones and definition are acceptable (full range of tones is not present, elements are fairly	10	



Item	Rated Requirements	Points Breakdown	Max Points	Demonstrated Compliance, cross reference to Resume
		well defined) 0 points: Range of tones and definition are not acceptable (image appears to be out of focus, either too dark or too bright, definition is poor (for example, unable to accurately recognize shapes of buildings).		
R2	Geometry of the Image: a) No measurable differences in scale vs original negative or between X & Y b) Acceptable difference in scale vs original negative or between X & Y c) Not acceptable; differences in scale vs original negative or between X & Y exceed specification	a) 10 points b) 5 points c) 0 points	10	
Total Points Available			20	



ANNEX "C" - FINANCIAL PROPOSAL

C1 Taxes as Related to Bids Received

For Canadian-based bidders, prices/rates, as applicable, are requested to be firm (in Canadian funds) with Canadian customs duties and excise taxes as applicable **included**, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as applicable, **excluded**;

For foreign-based bidders, prices/rates, as applicable, are requested to be firm (in Canadian funds) and **exclude** Canadian customs duties, excise taxes and GST or HST, as applicable. Canadian customs duties and excise taxes payable by the consignee will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders. If the prices submitted in the financial proposal are not in Canadian Funds the exchange rate in effect on the date of bid closing will be applied for evaluation purposes only.

C2 Pricing Details to be Provided in Financial Proposal

The Bidder hereby offers to NRCan, as requested by the Minister, to furnish all necessary expertise, supervision, materials, equipment and other items necessary to performing the work as described in the statement of work of this Request for Proposal and in accordance with the terms and conditions of the Request for Proposal, to the satisfaction of the Minister, or his or her authorized representative, for the following price(s).

Bidders must provide financial details as requested in this Annex. Proposals which do not contain pricing details as requested below shall be considered incomplete and non-responsive.

C3.1 Reproduction Fees:

Product Code NAPL	Product Description	% Usage	Cost
A1 - Monochromatic Photographic Contact Prints from Aerial Negatives			
2701	Contact print - monochrome	80%	\$
2703	Contact print - min 15/roll - monochrome (discounted rate)		\$
3117	Contact print - from a 70mm roll of film - monochrome		\$
Total			\$
A2 - Monochromatic Photographic Contact Transparencies from Aerial Negatives			
2801	Contact transparencies - monochrome	10%	\$
2851	Contact transparencies - colour negative original		\$
2853	Contact transparencies - colour positive original		\$
Total			\$
A3 - Monochromatic Photographic Contact Uncorrected Film Positive Imagery			
3401	Photogrammetric diapositive - uncorrected - monochrome		\$
Total			\$
A4 - Monochromatic Photographic Print Enlargements and Reductions from Aerial Photographs			
3101	Enlargement - 25cm or 10" - monochrome	5%	\$
3103	Enlargement - 38cm or 15" - monochrome		\$
3106	Enlargement - 50cm or 20" - monochrome		\$
3109	Enlargement - 76cm or 30" - monochrome		\$
3112	Enlargement - 101cm or 40" - monochrome		\$
3115	Enlargement - 101x152cm or 40x46" - monochrome		\$
3201	Transparency enlargements - 25cm or 10" - monochrome		\$
3202	Transparency enlargements - 70mm - 18x23cm or 7x9" - monochrome		\$
3203	Transparency enlargements - 38cm or 15" - monochrome		\$
3206	Transparency enlargements - 50cm or 20" - monochrome		\$
3209	Transparency enlargements - 76cm or 30" - monochrome		\$
3212	Transparency enlargements - 101cm or 40" - monochrome		\$



Product Code NAPL	Product Description	% Usage	Cost
		Total	\$
A5 - Monochromatic Copy Negatives from Reflection Copy			
	Copy negative generated from a reflection photographic print	3%	\$
		Total	\$
A6 - Monochromatic Direct Duplicate Negatives from Aerial Negatives			
3701	Negative duplication, monochrome - 25cm	2%	\$
3702	Negative duplication, monochrome - from colour 25cm		\$
		Total	\$

The above values are for financial proposal evaluation purposes only. It is only an approximation of the requirements and is not to be considered as a contract guarantee. Usages are provided as estimates only, and must not be construed as a commitment by NRCan to respect those estimated in any resulting contract.



ANNEX “D” - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

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.

1. Federal Contractors Program - Certification

Federal Contractors Program for Employment Equity - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) () is not subject to the FCP, being a regulated employer under the [Employment Equity Act](#), S.C. 1995, c. 44;
- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

Further information on the [FCP](#) is available on the HRSDC Web site.



Signature of Authorized Company Official

Date

2. Former Public Servant Certification

Contracts with 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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause,

"Former public servant" means a 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 and includes:

- (a) An individual;
- (b) An individual who has incorporated;
- (c) A partnership made up of former public servants; or
- (d) 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 Public Service.

"pension" means, in the context of the fee abatement formula, 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 (FPS) in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? YES () NO ()

If so, the Bidder must provide the following information:

- (a) Name of former public servant;
- (b) Date of termination of employment or retirement from the Public Service.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES () NO ()

If so, the Bidder 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: _____
 Number of weeks: _____
- (g) Number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

Contract Number: _____ Contract Value: _____

3. Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

Signature of Authorized Company Official

Date

4. Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

Signature of Authorized Company Official

Date

5. Contractual Capacity and Joint Venture Contractual Capacity

The Bidder shall have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder shall provide a statement indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business.

Joint Venture - a joint venture is an association of two or more parties who temporarily combine their money, property, knowledge, or other resources in a joint business enterprise. There are two types of joint ventures, the incorporated joint venture and the contractual joint venture, i.e., formed through a contractual agreement between the parties. The following information should be provided with the proposal: type of joint venture (incorporated or contractual), the names and addresses of the members of the joint venture.

If a Contract is awarded to a contractual joint venture all members of the joint venture shall be jointly and severally or solidarily liable for the performance of the contract.



Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Signature of Authorized Company Official

Date