Title

**Signature** 

0....

## RETURN OFFERS TO: RETOURNER LES OFFRES A:

Bid Receiving/Réception des sousmissions Procurement & Contracting Services 73 Leikin Drive, Visitor Center - Building M1 Mailstop # \_15

Ottawa, ON K1A 0R2

Attn: Shannon Plunkett (613) 843-3798

# REQUEST FOR STANDING OFFER

Regional Individual Standing Offer (RISO)

# DEMANDE D'OFFRES À COMMANDES

Offre à commandes individuelle et régionale (OCIR)

Proposal to: Royal Canadian Mounted Police

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

Proposition aux : Gendarmerie royale du Canada

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

Comments: - Commentaries:

Title - Sujet Enhancement of Digital Firearm Images			Date August 25, 2016				
Solicitation No. – N° de l'invitation 201700307							
Client Refe	Client Reference No No. De Référence du Client S3627						
Solicitation	n Closes – L'in	vitation pro	end fin				
At /à :	2:00 PM				Γ(Eastern Daylight Time) Ε (heure avancée de l'Est)		
On / le :	October 6, 201	6					
Delivery - I See herein présentes	Livraison — Voir aux	Taxes - T See herei aux prése	n — Voir		Duty – Droits See herein — Voir aux présentes		
services	n of Goods and — Voir aux prés		– Destina	ation	s des biens et		
Instruction See herein	ns — Voir aux prés	sentes					
Adresser t	Address Inquiries to – Adresser toute demande de renseignements à Diane Perkins, Contracting Officer						
	Telephone No. – No. de téléphoneFacsimile No. – No. de télécopieur(613) 843-5904(613) 825-0082						
Livraison 6	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	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)							

**Date** 





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#### **PART 1 - GENERAL INFORMATION**

#### 1.1 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 6A, Standing Offer, and 6B, Resulting Contract Clauses:

6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

6B, 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 Statement of Work, the Basis of Payment and the Standing Offer Reporting Requirements.

## 1.2 Summary

The Offeror offers to fulfill the requirement for the Royal Canadian Mounted Police (RCMP) in accordance with the Statement of Work at Annex "A".

The period for making call-ups against the Standing Offer is from award of Standing Offer to September 30<sup>th</sup>, 2017.

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for up to three additional one year period(s) 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.

This requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

## 1.3 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.

#### 1.4 Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of standing offers 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 <a href="mailto:boa-opo@boa-opo.gc.ca">boa-opo.gc.ca</a>. You can also obtain more information on the OPO services available to you at their website at <a href="https://www.opo-boa.gc.ca">www.opo-boa.gc.ca</a>.

## **PART 2 - OFFEROR INSTRUCTIONS**

## 2.1 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

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

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 (2016-04-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days Insert: 120 days

## 2.2 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 or electronic mail to RCMP will not be accepted.

## 2.3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 15 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 question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

## 2.4. 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.

## 2.5 Promotion of Direct Deposit Initiative

The following information is not related to the solicitation process:

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

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

Should you have any questions regarding the Cheque Standardization Project or if you want to register, please contact the following email: <a href="mailto:corporate\_accounting@rcmp-grc.gc.ca">corporate\_accounting@rcmp-grc.gc.ca</a>

## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

## 3.1. Offer Preparation Instructions

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

Section I: Technical Offer (3 hard copies)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

Section IV: Additional Information – Copy of Final Images (1 hard copy, CD/DVD)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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 <a href="Policy on Green">Policy on Green</a>
<a href="Procurement">Procurement</a> (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.

#### Section II: Financial Offer

Offerors must submit their financial offer in accordance with 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.

#### Section IV: Additional Information

Offeror must submit enhanced images to comply with the list of mandatory technical criteria listed under Part 4, Mandatory Technical Criteria (M5 to M12).

## 3.1.2 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All offers including such provision will render the offer non-responsive.

#### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 4.1 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.

## 4.1.1 Technical Evaluation



## 4.1.1.1 Mandatory Technical Criteria

## Instructions to Offerors for responding to mandatory criteria:

The following are the Mandatory requirements that must be met by the Offeror.

Unsubstantiated claims of experience, qualifications or expertise will not be considered by the evaluation team during the technical evaluation.

Upon request by the Offeror a pre-selected set of sample images will be provided via electronic mail. It is the responsibility of the Offeror to contact the Standing Offer Authority at <a href="mailto:diane.perkins@rcmp-grc.gc.ca">diane.perkins@rcmp-grc.gc.ca</a> by September 16, 2016 to request a copy of the images. ANY REQUESTS RECEIVED AFTER THIS DATE WILL NOT BE ACCEPTED.

The Offeror will be required to enhance the images to comply with the list of mandatory technical criteria (M5 to M12). The Offeror's final images are to be returned back to the RCMP via CD/DVD along with their offer submission to the RCMP Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offer.

#	Mandatory Requirements	MET (Yee/No)	Substantiation  Demonstrate LIOW the
		(Yes/No)	Demonstrate HOW the requirement is Met
M1	The Offeror must have the ability to acquire and		·
	enhance images supplied in JPEG, TIFF, PSD,		
	and NEF (Nikon Raw) format on compact discs		
	or DVD's. Sample images to be provided via		
MO	electronic mail.		
M2	A minimum of two full-time professional image resources must be assigned to this project in		
	order to produce a minimum of 50 sets of 100		
	enhanced images per week.		
М3	The Offeror must have a minimum of five (5)		
	years demonstrated experience using Adobe		
	Photoshop software.		
M4	The Offeror must provide final images on		
	suitable* CD/DVD's along with the offer		
	submission to be evaluated against the		
	mandatory criteria listed below M5 to M12		
	inclusive.		
	*The term "suitable" refers to a CD/DVD which		
	is compatible with the majority of CD/DVD		
	drives commonly used on PC/Windows		
	platforms.		
M5	Each firearm must be horizontally and vertically		
	centered in the final image.		
М6	Each firearm must be straight in the final image.		
M7	Uniform background colour value settings must		
	be; "R" 227, "G" 255 and "B" 240.		
М8	Two final images (one set) are required.		
	Image 1: must be produced with the following		
	resolution: Width 480 Pixels; Height 319 Pixels		

	with the Resolution set at 582 Pixels /inch in	
	PSD (Adobe, Photoshop Document),	
	unflattened, with correction layers present.	
	I have the control of the fall	
	Image 2: must be produced with the following	
	resolution: the original file resolution left at	
	original file size, (layers, corrections and background present).	
	background present).	
	Finished images must be in PSD (Adobe,	
	Photoshop Document), unflattened, with	
	correction layers present.	
M9	For <b>Image 1</b> , Long Arms (full views only): A	
	border of the specified background colour must	
	be visible around the entire firearm.	
	For <b>Image 1</b> , Hand Guns (full views only): A	
	border of the specified background colour must	
	be visible around the entire firearm.	
M10	Any discolorations, distortions etc. caused by	
	the digital camera or electronic media are to be	
	removed/corrected from the surface of the	
	firearm. It is not required to correct	
	discoloration and fading of the firearm caused	
	by the firearms age or normal wear and tear	
1111	caused by actual use.	
M11	All work must be done in "Lab Mode"; enhanced	
	images must have the following corrections	
	made in separate layers;  Background layer: selection of the firearm	
	must be saved as "Alpha 1" and the	
	background filled with the specified FRT	
	background colour.	
	Sharpen layer: sharpening adjusted in	
	lightness channel only (this layer must also	
	have the background filled)	
	Levels layer: adjustments to density must	
	appear in this layer	
	Hue & Saturation: adjustments to image to	
1	improve colour and saturation appear in this	
<u> </u>	layer	
M12	Enhanced images must retain their original	
	file/image numbers.	

## 4.1.2 Financial Evaluation

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

## 4.2 Basis of Selection

## 4.2.1 Mandatory Technical Criteria Only

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 will be recommended for issuance of a standing offer.

## **PART 5 - CERTIFICATIONS**

Offerors must provide the required certifications and associated information 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 an offeror in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly 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 and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

## 5.1 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 inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

## 5.1.1 Integrity Provisions

In accordance with the <u>Ineligibility and Suspension Policy</u> (<a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</a>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process:

- Declaration of Convicted Offences (as applicable)
- Required Documentation

## 5.1.2 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" list

(http://www.labour.gc.ca/eng/standards\_equity/eq/emp/fcp/list/inelig.shtml) available from <a href="mailto:Employment"><u>Employment</u></a> and Social Development Canada-Labour's website.

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" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

## 5.1.3 Additional Certifications Precedent to Issuance of a Standing Offer

#### 5.1.3.1 Former Public Servant

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. 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.

## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

#### A. STANDING OFFER

- 6.1 Offer
- 6.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A
- 6.2 Security Requirements
- **6.2.1** There is no security requirement applicable to this Standing Offer.

## 6.3 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

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

## 6.3.1 General Conditions



2005 (2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

## 6.4. Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer.

The Offeror must provide this data in accordance with the template attached at Annex "C', Standing Offer Reporting Requirements. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30; 3rd quarter: October 1 to December 31; 4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the reporting period.

## 6.5 Term of Standing Offer

## 6.5.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from standing offer award to September 30<sup>th</sup>, 2017.

## 6.5.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for up to three additional one year period(s) 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 thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## 6.6. Authorities

## 6.6.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Diane Perkins Title: Contracting Officer Royal Canadian Mounted Police Procurement and Contracting 73 Leikin Drive, M1, 4<sup>th</sup> Floor

Mailstop #15

Ottawa, ON K1A 0R2

Telephone: 613-843-5904 Facsimile: 613-825-0082

E-mail address: diane.perkins@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.

#### 6.6.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the 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 against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

## 6.6.3 Offeror's Representative

To be identified at award of Standing Offer.

#### 6.7 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 <u>Public Service Superannuation Act</u> (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.

#### 6.8 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is any individual within the HQ Procurement and Contracting Unit of the RCMP.

## 6.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form RCMP 942 Call-up Against a Standing Offer.

### 6.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$50,000.00 (Applicable Taxes excluded).

#### 6.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$200,000.00 (Applicable Taxes excluded) 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 two (2) months 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.

## 6.12 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:
- the general conditions <u>2005</u> (2016-04-04), General Conditions Standing Offers Goods or Services
- d) the general conditions 2010B (2016-04-04) Professional Services Medium Complexity
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated \_\_\_\_\_\_

## 6.13. Procurement Ombudsman

## 6.13.1 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 email at <a href="mailto:boa-opo@boa-opo.gc.ca">boa-opo.gc.ca</a>.

#### 6.13.2 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.

#### 6.14 Certifications

## 6.14.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, 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.

## 6.15 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.

#### 6.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

#### 6.2 Standard Clauses and Conditions

#### 6.2.1 General Conditions

2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

#### 6.3 Term of Contract

### 6.3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

## 6.4 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 <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

## 6.5 Payment

## 6.5.1 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 per image set, as specified in the Basis of Payment, Annex B for a cost of \$ \_\_tbd \_\_. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

#### 6.5.2 Limitation of Price

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 Standing Offer Authority before their incorporation into the Work.

## 6.5.3 Method of Payment – Multiple Payments



Canada will pay the Contractor upon completion and delivery of sets in accordance with the payment provisions of the Contract if:

- a) An accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provide in the Contract.
- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

## 6.6 Invoicing Instructions

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

Each invoice must be supported by copy of the release document and any other documents as specified in the Contract;

Invoices must be distributed as follows:

a.The original and one (1) copy must be forwarded to the Project Authority for certification and payment.

and

b.One (1) copy must be forwarded to the Standing Offer Authority identified under the section entitled "Authorities" of the Standing Offer.

## 6.7 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.

## ANNEX "A"

#### STATEMENT OF WORK

## **Title: Enhancement of Digital Firearm Images**

This requirement is to provide enhancement of digital images of firearms on an ongoing basis for the Royal Canadian Mounted Police (RCMP) Canadian Firearms Program. The Contractor must have the ability to enhance images supplied by the RCMP in JPEG, TIFF, PSD, or NEF (Nikon RAW) formats on compact disks or DVDs.

## **IMAGE SPECIFICATIONS**

## 1. Background / Requirement

The Firearms Reference Table (FRT) is an electronic database developed and maintained by the RCMP for use in the accurate identification of firearms. The FRT database currently contains more than 30,000 entries with a total number of firearm variations by calibre, shot and barrel length exceeding 132,000 individual records. To aid in the identification process, a set of digital images are linked to corresponding descriptive records. The FRT has worldwide distribution and is quickly becoming the world standard for firearms identification. The extensive use of the FRT by law enforcement and government agencies, domestic and foreign, has helped maintain the RCMP's worldwide reputation as a leader in technology and subject matter expertise.

## 2. Description

The RCMP requires the services of a Contractor to provide enhancement of digital images of firearms for the Project Authority of the RCMP Firearms Program.

The images to be enhanced will be supplied in NEF (Nikon RAW); JPEG, TIFF and PSD format on CD's or DVD's. The Contractor will be required to crop the images to a specific size, colour corrected, and have any digital artifacts/defects repaired.

Instructions for image size/crop dimensions, background colour, colour correction, sharpening, quality manipulating, layers, file type and delivery of finished images will be specified by the Project Authority after a call-up is awarded. All image numbering/labeling must remain the same as the original RAW/NEF image. All firearms must appear as photographed. No image rotations (flip vertical or horizontal are permitted). Removal of any markings is not permitted.

## 3. Components

All digital images to be enhanced will be supplied by the Project Authority. All images are considered to be the property of the RCMP.

The Project Authority will supply one or more "Master" CD/DVD's containing between 200 to 300 enhanced images per CD/DVD for enhancement. The Contractor may be given up to 3 CD/DVD's at one time. The Contractor must have the ability to produce a minimum of 100 enhanced images per week. The CD/DVD's are to be returned to the Project Authority at the completion of each individual call-up.

## 4. Specifications for Enhancement Services



The colour management/working-space settings used for FRT images are; RGB: "Adobe RGB (1998)", CMYK: U.S. Web Coated (SWOP) v2, GRAY: Gray Gamma 2.2, Spot Dot Grain 20%. These settings must be utilized from digital capture through to final output.

- 4.1 Each firearm must be horizontally and vertically centered in the final image.
- 4.2 Each firearm must be straight in the final image.
- 4.3 Uniform background colour value settings must be; "R" 227, "G" 255 and "B" 240.
- 4.4 **Two** final images are required;
  - **Image 1**: must be produced with the following resolution: Width 480 Pixels; Height 319 Pixels with the Resolution set at 582 Pixels /inch in PSD (Adobe, Photoshop Document), unflattened, with correction layers present. Cropping is achieved using the "crop tool" with the aforementioned dimensions entered.

**Note**: there may be future changes made to the resolution numbers established above. This notification will be communicated by the Project Authority.

- Image 2: must be produced with the following resolution: the original file resolution left at original file size, (layers, corrections and background present).
  Finished images must be in PSD (Adobe, Photoshop Document), unflattened, with correction layers present.
- 4.5 For **Image 1**, Long Arms (full views only): A border of the specified background colour must be visible around the entire firearm.
  - For **Image 1**, Hand Guns (full views only): A border of the specified background colour must be visible around the entire firearm.
  - Close up images do not require a border of the background colour. The background colour is used to fill the existing empty areas around the image only.
- 4.6 Any discolorations, distortions etc. caused by the digital camera or electronic media are to be removed/corrected from the surface of the firearm. It is not required to correct discoloration and fading of the firearm caused by the firearms age or normal wear and tear caused by actual use.
- 4.7 All work must be done in "Lab Mode"; enhanced images must have the following corrections made in separate layers;

**Background layer:** selection of the firearm must be saved as "Alpha 1" and the background filled with the specified FRT background colour.

**Sharpen layer:** sharpening adjusted in lightness channel only (this layer must also have the background filled)

Levels layer: adjustments to density must appear in this layer

Hue & Saturation: adjustments to image to improve colour and saturation appear in this layer

4.8 A preliminary evaluation will be done by the Project Authority on the first 10 completed images. Any concerns/adjustments to the methodology will be addressed between the Project Authority and the Contractor at that time.



- 4.9 Finished images will be submitted to the Project Authority on suitable CD/DVD's. All original CD/DVD's and images contained therein remain the property of the RCMP, and must be returned upon completion.
- 4.10 Enhanced images must retain their original file/image numbers.
- 4.11 Finished images found not to be in accordance with the specifications may be returned to the Contractor for correction at no additional charge to the RCMP.
- 4.12 Master CD's supplied by the RCMP, are to be returned to the RCMP Project Authority, at the completion of the order.

#### **Shipping**

The RCMP is responsible for any shipping costs associated with the delivery of the images via CD/DVD to the Contractor's location.

The Contractor is responsible for any shipping costs associated with the return of RCMPs images and final images via CD/DVD to the Project Authority located at:

Royal Canadian Mounted Police Specialized Firearms Support Services Firearms Investigative and Enforcement Support Services Directorate Canadian Firearms Program Specialized Policing Services 1200 Vanier Parkway NPS Tower, Room 504 P.O. Box 8885 Ottawa, ON K1G 3M8

The Contractor has the option of using a staging server to allow RCMP to download the images.

All original CD/DVD's and images contained therein remain the property of the RCMP, and must be returned along with the finished product.

#### **Deliverables**

The Contractor will provide written and oral progress reports at the request of the Project Authority or his/her designated representative(s).

All final versions of documents and images shall be delivered in the format specified by the Project Authority.

## ANNEX "B"

## **BASIS OF PAYMENT**

Name of Firm:								
Contact Person:								
Phone number:	()	<del>-</del>		Fax number: (_	)	<del>-</del>		
Email:			@					

The financial proposal shall be a Firm Lot Price Per Set reasonably and properly incurred in the performance of the Work, determined in accordance with the Basis of Payment detailed below. Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

The estimated number of sets shown below are for evaluation purposes only and should not be construed as a level of effort guarantee.

Period of Standing Offer	Estimated # of Image Sets (A)	Firm Lot Price Per Set (B)	Estimated Cost (C) (A)x(B)=(C)
Year 1			
Contract award to September 30 <sup>th</sup> , 2017	2173	\$	\$
Option Year 1			
October 1 <sup>st</sup> , 2017 to	2173	\$	\$
September 30 <sup>th</sup> , 2018			
Option Year 2			
October 1 <sup>st</sup> , 2018 to	2173	\$	\$
September 30 <sup>th</sup> , 2019			
Option Year 3			
October 1 <sup>st</sup> , 2019 to	2173	\$	\$
September 30 <sup>th</sup> , 2020			
TOTAL ESTIMATED COST (D):	\$		

## **Disbursement**

Disbursements (photocopying, office expenses, telephone calls, etc.) are included in the above costs. All deliverables are FOB Destination, and Canadian Customs Duty included, where applicable.



# ANNEX "C"

## STANDING OFFER REPORTING REQUIREMENTS

In accordance with Article 3.2 of the Standing Offer, the Offeror must report on a quarterly basis by electronic means the following information:

The Offeror must complete all of the data fields identified below, as applicable.							
Standing Offer Nur	Standing Offer Number:						
Reporting Period: _	to:						
Call-up number	Date of Call-up and amendment(s) (if	Value of Call-up GST/HST	GST/HST				
	applicable)	excluded/Value of					
	, , ,	amendment GST/HST					
excluded (if							
		applicable)					