# **REQUEST FOR PROPOSAL (RFP)**

# Natural Sciences and Engineering Research Council of Canada (NSERC)

# RFP # N24-20230392

# **Photography Services**

You are invited to submit a proposal to the location specified below for the services detailed herein as follows:

Proposal Closing Date and Time:	Monday May 13,2024 2:00 pm (Eastern Standard Time EST)
Submit Proposals to:	Lisa Lacasse Natural Science and Engineering Research Council of Canada Tenders@NSERC-CRSNG.GC.CA
Enquiries regarding this RFP must be directed to:	Tenders@NSERC-CRSNG.GC.CA

To be considered, proposals must be received by the Closing Date and Time.

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

### 1.1 Introduction

This document states terms and conditions that apply to bid solicitation #N24-20230392 it is divided into six (6) parts plus annexes and, attachments 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 and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

**Part 4 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 5 Certifications: includes the certifications to be provided;

### **PART 6 - SECURITY REQUIREMENTS**

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes include the Statement of Work, the Basis of Payment, the Bid Evaluation Criteria, and any other annexes.

### 1.1 Summary

The Natural Sciences and Engineering Research Council of Canada (NSERC) is seeking to establish one (1) contract for photography services across Canada, on an "as-and-when-required" basis, as defined in Annex A – Statement of Work, for a period of one (1) year from the date of contract award plus four (4) one-year options to be exercised at the discretion of Canada.

# 1.2 Security Requirements

There are no security requirements related to this procurement.

### 1.3 Statement of Work

The Work to be performed is detailed under Annex A of the resulting contract clauses.

### 1.4 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **PART 2 - BIDDER INSTRUCTIONS**

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <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.

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 <u>2003</u> (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

(a) Subsection 5.4 of <u>2003</u>, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 160 days

### 2.2 Submission of Bids

- a) Bids must be delivered to The Natural Sciences and Engineering Research Council by Email to Tenders@nserc-crsng.gc.ca Solicitation # N24-20230488 by the time and as indicated on page 1 of the solicitation.
- b) Bids must not be sent directly to the Contracting Authority. Bids sent directly to the Contracting Authority will not be considered.
- Due to the nature of the bid solicitation, bids transmitted by facsimile or by mail will not be accepted.

### 2.3 Former Public Servant

### (a) Information Required

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 FPSs, Bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder 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 bid non-responsive.

### (b) **Definitions**

For the purposes of this clause, "former public servant" is any former member of a department as defined in the <u>Financial Administration Act</u>, 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:

(i) an individual;

- (ii) an individual who has incorporated;
- (iii) a partnership made of former public servants; or
- (iv) 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

### (c) Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

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

- (i) name of former public servant;
- (ii) date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder'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 <a href="Contracting Policy Notice: 2012-2">Contracting Policy Notice: 2012-2</a> and the <a href="Guidelines on the Proactive Disclosure of Contracts">Guidelines on the Proactive Disclosure of Contracts</a>.

# (d) Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information:

- (i) name of former public servant;
- (ii) conditions of the lump sum payment incentive;
- (iii) date of termination of employment;
- (iv) amount of lump sum payment;
- (v) rate of pay on which lump sum payment is based;
- (vi) period of lump sum payment including start date, end date and number of weeks;

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(vii) 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.

### 2.4 Enquiries - Bid Solicitation

- (a) All enquiries must be submitted in writing to the Contracting Authority no later than 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- (b) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

### 2.5 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.

### 2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least **ten (10)** days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

### 2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)

(c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

### **PART 3 - BID PREPARATION INSTRUCTIONS**

### 3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in three (3) separate documents as follows:

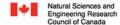
Section I: Technical Bid (electronically by email to Tenders@nserc-crsng.gc.ca); Section II: Financial Bid (electronically by email to Tenders@nserc-crsng.gc.ca);

Section III: Photographic portfolio (electronically by email to <a href="mailto:Tenders@nserc-crsng.gc.ca">Tenders@nserc-crsng.gc.ca</a>).

Prices must appear in the financial bid only. Prices must NOT be indicated in any other section of the bid. Bidders who provide financial information in the technical proposal may be disqualified.

Bids are to be delivered to The Natural Sciences and Engineering Research Council by Email to <u>Tenders@nserc-crsng.gc.ca</u> Solicitation #S24-20230488 by the time and date specified in the covering e-mail.

- a) **Format for Bid**: Canada requests that Bidders follow the format instructions described below in the preparation of their bid:
  - (i) use 8.5 x 11 inch (216 mm x 279 mm) page size;
  - (ii) use a numbering system that corresponds to the bid solicitation;
  - (iii) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, Bidder's name and address and contact information of its representative; and
  - (iv) include a table of contents.
- b) Canada's Policy on Green Procurement: In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573).
  - (a) Submission of Only One Bid:
    - (i) A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with 2 working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.
    - (ii) For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc), an entity will be considered to be **"related"** to a Bidder if:



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- (A) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
- (B) they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;
- (C) the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- (D) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- (iii) Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.
  - i) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

    Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third-party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.
  - (ii) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

(iii) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

Contracts all signed by A;

- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or
- Contracts signed by A and contracts signed by A and B in joint venture, or
- Contracts signed by B and contracts signed by A and B in joint venture. That show in total 100 billable days.
- (iv) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

### **Section I Technical Bid**

Bidders must submit the Technical Evaluation required under **Attachment 1 to Part 4 – Evaluation Criteria**.

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 should demonstrate their capability and describe their approach in a thorough, concise, and clear manner for carrying out the work.

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. 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.

**Bid Submission Form**: Bidders are requested to include the Bid Submission form – Attachment 1 to Part 3, with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

### 3.4 Section II Financial Bid

Bidders must submit their financial bid in Canadian dollars and in accordance with the Pricing Schedule detailed in **Attachment 2 to Part 4 – Pricing Schedule**.

- (a) Bidders must submit their price(s) and (or) rate(s), Canadian customs duties and taxes included, as applicable, FOB destination and Applicable Taxes excluded.
- (b) Proposed hourly rates must be in Canadian dollars.
- (c) The Bidder's hourly rates in response to this RFP and resulting contract(s) will apply to where the Work is to be performed in Canada as may be specified in the RFP and the resulting contract(s).

(d) The Bidder's hourly rates in response to this RFP and resulting contract(s) must include all overhead, general and administrative costs and profit. Included are the following costs that may be incurred in providing the required services; office space, computer hardware and software, word processing, preparation of reports, photocopying, courier services, facsimile services, telephone services, local travel expenses, courier services and administration related to non-local travel expenses. "Local" as used here is defined as where the Work is to be performed in Canada as may be specified in the RFP and the resulting Contract(s).

### 3.5 Section III Certifications

Bidders must submit the certifications required under Attachment 1 to Part 5 - Certification.

# 3.6 Section IV Photographic Portfolio

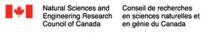
The Bidder must submit portfolio showcasing their best body of work and that aligns with the art direction example in **Annex C**.

### 3.7 Accessibility Standards

In accordance with the <u>Treasury Board Contracting Policy</u> and the Accessible Canada Act, federal departments and agencies must consider accessibility criteria and features when procuring goods or services. Therefore, bidders are encouraged to highlight all the accessibility features and components of their proposal for this requirement and must:

- a. demonstrate how the proposed goods and/or services meet the accessibility requirement at delivery; or
- b. describe how it would deliver the proposed goods and/or services under any resulting contract in a way that satisfies the mandatory requirements of the *Accessible Canada Act*.

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## **ATTACHMENT 1 TO PART 3**

## PRICING SCHEDULE

The Bidder must complete this pricing schedule and include it in its financial bid.

## Initial Contract award to March 31, 2024

Description	Event Rates	Total
Photography fees	\$	\$
	Subtotal:	\$
GST/QST (	13% applicable taxes):	\$
	Total contract value:	\$

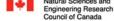
Optional Item	Cost	
Estimated travel	\$	

<sup>\*</sup> Pricing for additional items will not form part of the evaluation, however, they will form part of the resulting contract. Pricing will be subject to price certification if deemed necessary by the Crown\*

# Option 1 April 1, 2024 award to March 31, 2025

<b>Description</b> Estimated Travel	Event Rates	Total
1. Photography fees	\$	\$
	Subtotal:	\$
GST/QST (	13% applicable taxes):	\$
	Total contract value:	\$

Optional Item	Cost
Estimated travel	\$



Option 2 April 1, 2025 award to March 31, 2026

Description	Event Rates	Total
Photography fees	\$	\$
	Subtotal:	\$
GST/QST (	13% applicable taxes):	\$
	Total contract value:	\$

Optional Item	Cost	,
Estimated travel	\$	

<sup>\*</sup> Pricing for additional items will not form part of the evaluation, however, they will form part of the resulting contract. Pricing will be subject to price certification if deemed necessary by the Crown\*

Option 3 April 1, 2026 award to March 31, 2027

Description	Event Rates	Total
Photography fees	\$	\$
	Subtotal:	\$
GST/QST (	13% applicable taxes):	\$
	Total contract value:	\$

Optional Item	Cost
Estimated travel	\$

<sup>\*</sup> Pricing for additional items will not form part of the evaluation, however, they will form part of the resulting contract. Pricing will be subject to price certification if deemed necessary by the Crown\*

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\* Pricing for additional items will not form part of the evaluation, however, they will form part of the resulting contract. Pricing will be subject to price certification if deemed necessary by the Crown\*

Option 4 April 1, 2027 award to March 31, 2028

Description	Event Rates	Total
Photography fees	\$	\$
	Subtotal:	\$
GST/QST (	13% applicable taxes):	\$
	Total contract value:	\$

Cost
\$

<sup>\*</sup> Pricing for additional items will not form part of the evaluation, however, they will form part of the resulting contract. Pricing will be subject to price certification if deemed necessary by the Crown\*

### **Cost Reimbursable Expenses**

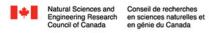
### Authorized travel and living expenses for Work

Concerning the requirements to travel described in the Statement of Work in Annex A, the Contractor will be paid for its authorized travel and living expenses reasonably and properly incurred in the performance of the Work done, delivered or performed outside the National Capital Region (NCR) defined in the *National Capital Act (R.S.C., 1985, c. N-4)*, available on the Justice Website (<a href="http://laws-lois.justice.gc.ca/eng/acts/N-4/page-9.html#docCont">http://laws-lois.justice.gc.ca/eng/acts/N-4/page-9.html#docCont</a>), at cost, without any allowance for profit and administrative overhead, in accordance with the meal and private vehicle expenses provided in Appendices B, C and D of the <a href="https://national.joint.council Travel Directive">national.joint.council Travel Directive</a>; and with the other provisions of the directive referring to "travellers", rather than those referring to "employees.

Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations.

All travel must have the prior authorization of the Project Authority.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.



# ATTACHMENT 2 to PART 3 **BID SUBMISSION FORM**

Bidder's full legal name	
Authorized Representative of Bidder for evaluation	Name
purposes (e.g., clarifications)	Title
	Address
	Telephone #
	Fax#
	Email
Bidder's Procurement Business Number (PBN)	
[see the Standard Instructions 2003]	
[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]	
Jurisdiction of Contract: Province or territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Former Public Servants	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?
See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public	Yes No
Servant".	If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"
	Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive?
	Yes No
	If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"
On behalf of the Bidder, by signing below, I confirm that I had incorporated by reference into the bid solicitation and I certification.	
The Bidder considers itself and its proposed resources at the bid solicitation;	ole to meet all the mandatory requirements described in
2. This bid is valid for the period requested in the bid solicita	ition;
3. All the information provided in the bid is complete, true ar	nd accurate; and
4. If the Bidder is awarded a contract, it will accept all the te clauses included in the bid solicitation.	rms and conditions set out in the resulting contract
Signature of Authorized Representative of Bidder	
orginature of Authorized Representative of bidder	

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

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) In addition to any other time periods established in the bid solicitation:
  - (i) Requests for Clarifications: If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
  - (ii) **Extension of Time**: If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.
  - (iii) Requests for Further Information: If Canada requires additional information to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions Goods or Services Competitive Requirements:
    - A. Verify any or all information provided by the Bidder in its bid; or
    - B. Contact any or all references supplied by the Bidder (e.g., references named in the grids of individual resources) to verify and validate any information submitted by the Bidder.
      - The Bidder must provide the information requested by Canada within two (2) working days of a request by the Contracting Authority.
  - (iv) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

### 4.1.1 Technical Evaluation

### 4.1.1.1 Mandatory Technical Criteria

Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.

# 4.1.1.1 Mandatory Technical Criteria

Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.

Please refer to Attachment 1 to Part 4

### 4.1.1.2 Point Rated Technical Criteria

(i) Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly.

Please refer to Attachment 1 to Part 4

### 4.1.3 Financial Evaluation

For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

# 4.2 Basis of Selection - Highest Combined Rating of Technical Merit and Price (70/30)

- 1. To be declared responsive, a bid must:
  - a) comply with all the requirements of the bid solicitation; and
  - b) meet all mandatory technical evaluation criteria;
  - c) obtain the required minimum of **56 points overall** for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 80 points.
- 2. Bids not meeting (a) or (b) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The Technical and Financial proposals will initially be scored separately. The Overall Resource Score will be determined by combining the Bidder's Technical Proposal Score for each Proposed Resource and Financial Proposal Score for each Proposed Resource in accordance with the following weights:

Overall Proposal	=	100%
Bidder's Financial Proposal	=	30%
Bidder's Technical Proposal	=	70%

(c) If more than one Bidder is ranked first or within the range of Contract award because of identical overall scores, then of those Bidders, the Bidder with the <a href="https://example.com/higher-financial-score">higher financial score</a> will become the higher-ranked Bidder.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

# Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

		Bidder 1	Bidder 2	Bidder 3
Overall	Technical Score	115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
	Technical Merit Score	115/135 x 70 = 59.63	89/135 x 70 = 46.15	92/135 x 70 = 47.70
Calculations	Pricing Score	45/55 x 30 = 24.55	45/50 x 30 = 27.00	45/45 x 30 = 30.00
Con	nbined Rating	84.18	73.15	77.70
Ov	verall Rating	1st	3rd	2nd

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### ATTACHMENT 1 to PART 4 - BID EVALUATION CRITERIA

### Mandatory and Point-Rated Criteria

The bid must meet the mandatory technical criteria specified in the tables below. The Bidder must provide the necessary documentation to support compliance with this requirement.

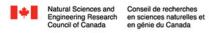
Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion must be addressed separately.

Bidders are requested to indicate beside each of the criteria the relevant page number(s) in their bid which addresses the requirement identified in the criteria. A column has been provided in the tables inserted below for this purpose.

Copy/Cutting and pasting wording from the RFP or from one project to another into the tables for the proposed resource does not constitute demonstrating the requirement. Experience must be demonstrated by citing specific examples of work performed by the resource that relate to the specific evaluation criteria. If the Bidder's Response does not fully demonstrate that the requirement is met by the project cited, then the project experience will not be considered.

Curriculum vitae of the proposed resource must be provided. Also, the evaluation criteria matrix must be used to answer the mandatory and point rated criteria. Therefore, the answers are to be entered directly into the matrix, explaining how each criterion has been met, while referencing both the page and project numbers as indicated in the resume.

	MANDATORY CRITERIA			
No.	Description	Met? (Yes/No)	Bidder's Response (Reference to pages or relevant sections in Bid)	
M1	The bidder must clearly demonstrate they have a minimum of two (2) years of experience within the last 5 years providing photography services to clients in federal government, private, public and/or not for profit sector.			
M2	The bidder must clearly demonstrate they have a minimum of two (2) years experience within the last 5 years in managing and coordinating photoshoots that would including booking and organizing travel across Canada			



	MANDATORY CRITERIA			
No.	Description	Met? (Yes/No)	Bidder's Response (Reference to pages or relevant sections in Bid)	
M3	The bidder must clearly demonstrate they have a minimum of two (2) years within the last five (5) years experience in photography post-processing techniques.			
M4	The bidder must provide a portfolio showcasing their best body of work and that aligns with the art direction illustrated in Annex C.  The portfolio must include:  • portrait photos of individuals against a neutral and uniform background  • images of people in indoor and outdoor settings  • close-up shots of diverse and interesting objects  All images provided in the portfolio must illustrate:  • modern, well-balanced compositions  • subjects that look natural and comfortable  • control and understanding of artificial and natural lightings in all photos  • similar colour scheme, contrast and brightness as images shown in Appendix A  • clear focus on subjects with appropriate use of depth of field			
	<ul> <li>comfortable</li> <li>control and understanding of artificial and natural lightings in all photos</li> <li>similar colour scheme, contrast and brightness as images shown in Appendix A</li> <li>clear focus on subjects with</li> </ul>			

### **RATED TECHNICAL CRITERIA**

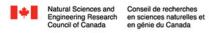
- 3.1 Bids that satisfy all of the mandatory technical criteria specified above will be further evaluated and scored in accordance with the point rated technical criteria specified below.
- 3.2 A bid must obtain an overall score totalling at least <u>56</u> % of the maximum points possible for all of the point-rated technical criteria specified below to be deemed responsive.
- 3.3 In order to substantiate experience of the proposed resource, Bidders must provide a CV with project summaries for each of the criteria.

## Project Examples **MUST** include as a minimum:

- Name of client organization and project name;
- Name and contact information of project reference
- Description of the scope and objective of the project;
- Duration of the project (from-to dates in month/year
- Description of tasks and responsibilities of the Proposed Resource in the project.

	Point Rated Criteria				
No.	Description	Scoring Matrix	Bidder's Response (Reference to pages or relevant sections in Bid)		
R1	The bidder should clearly demonstrate they have a minimum of two (2) years of experience within the last five (5) years providing photography services to clients in the federal government, private, public and/or not for profit sector.  5+ years = 20 points 3-4 years = 15 points >2 years = 10 points	Maximum 20 points			
R2	The bidder shall demonstrate they have a minimum of two (2) years experience within the last five (5) years in managing and coordinating photoshoots that would including booking and organizing travel across Canada. The bidder should describe at least 2 projects examples providing similar services.  Scoring:	Total maximum points 20			

R3	<ul> <li>4+ projects = 20 points</li> <li>3 projects = 15 points</li> <li>2 projects = 10 points</li> <li>Project Examples MUST include as a minimum:</li> <li>Name of client organization and project name;</li> <li>Name and contact information of project reference</li> <li>Description of the scope and objective of the project;</li> <li>Duration of the project (from-to dates in month/year</li> <li>Description of tasks and responsibilities of the Proposed Resource in the project;</li> </ul>	Total maximum points
	The vendor should provide a portfolio showcasing their best body of work and that aligns with the art direction illustrated in Appendix A.	40
	The portfolio must include:	
	<ul> <li>portrait photos of individuals against a neutral and uniform background</li> </ul>	
	<ul> <li>images of people in indoor and outdoor settings</li> </ul>	
	<ul> <li>close-up shots of diverse and interesting objects</li> </ul>	
	All images provided in the portfolio should illustrate:	
	<ul> <li>modern, well-balanced compositions=8 points</li> </ul>	
	<ul> <li>subjects that look natural and comfortable=8 points</li> </ul>	
	<ul> <li>control and understanding of artificial and natural lightings in all photos=8 points</li> </ul>	
	<ul> <li>similar colour scheme, contrast and brightness as images shown in Appendix A=</li> </ul>	



<ul> <li>8 points</li> <li>clear focus on subjects with appropriate use of depth of field= 8 points</li> </ul>	
Total Awarded Points:	

# PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

Bidders must submit as part of their bid the certifications included in **Attachment 1 to Part 5 – Certification** of this RFP duly completed and signed by their authorized representative. Failure to do so will result in a bid being declared non-responsive.

### 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid. Attachment 1 to Part 5

### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

## 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.



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 Representative Date
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 Representative Date

# ATTACHMENT 1 to PART 5 CERTIFICATIONS

The following Certifications are to be used, as applicable. If they apply, they must be signed and attached to the Contractor's quotation when it is submitted to Canada.

Print name of authorized individual & sign below	Date
CERTIFICATION OF LANGUAGE -  The Contractor certifies that the proposed resource(s) is/are flue individual(s) proposed must be able to communicate orally and ir any assistance and with minimal errors.	
Print name of authorized individual & sign above	Date
2. CERTIFICATION OF AVAILABILITY OF PERSONNEL	
The bidder certifies that, if authorized to provide services as a repersons proposed in the bid will be available to commence perform the work in connection to the services as a respective and will remain available to perform the work in connection to the services as a respective person of the services as a service p	rmance of the work within a reasonable
Print name of authorized individual & sign above	Date

### PART 6 - RESULTING CONTRACT CLAUSES

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

# 6.1 Security Requirements

**6.1.1** There are no security requirements associated with the provision of services as described in Annex A – Statement of Work.

### 6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work in Annex A.

### 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract 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.

### 6.3.1 General Conditions

2010C (2022-12-01), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### 6.4 Term of Contract

### 6.4.1 Period of the Contract

The period of the Contract is from Contract award to March 31, 2025 inclusive.

### 6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

# 6.5 Authorities

# 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Lisa Lacasse

Title: Senior Contracting Advisor

Department: Natural Sciences and Research Engineering Council of Canada

Directorate: Common Administrative Services Department

Location: 125 Zaida Eddy Private, Ottawa

Telephone: 343-571-9655

E-mail address: <u>lisa.lacasse@nserc-crsng.gc.ca</u>

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

### 6.5.2 Project Authority

The Project Authority for the Contract is: To be determined at contract award

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.

# 6.5.3 Contractor's Representative

TBD

### 6.6 Proactive Disclosure of Contracts with Former Public Servants (if applicable).

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

# 6.7 Payment

# 6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price. Customs duties are included and Applicable Taxes are extra.

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

### 6.7.2 Authorized Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, in accordance with Contract Cost Principles 1031-2, with no allowance for profit and/or administrative overhead. All payments are subject to government audit.

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# 6.7.3 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed \$ to be inserted at contract award. Customs duties are included and 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.
- 3. 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.
- 4. 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.

### 6.7.2 Method of Payment – Monthly Payment

SACC Manual clause H1008C (2008-05-12) Monthly Payment

Canada will pay the Contractor monthly for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract:
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

### 6.8 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:

a. a copy of time sheets to support the time claimed;

Payment will only be made upon submission of an invoice to the satisfaction and acceptance of the Project Authority specified herein. Invoices must be submitted on the Contractor's own invoice form and must be prepared to show:

- Company name, address, etc.;
- Business Number (For Incorporated Contractors);
- GST Number or HST Number
- Destination (Client's address);
- Date;
- Contract No;
- Period in which services were rendered;

The Contractor will send the invoice electronically, whenever possible, to the following email address: Payables@nserc-crsng.gc.ca. Invoices are only to be sent by mail when electronic submission is not possible<sup>1</sup>

# 6.8.1 Direct Deposit Initiatives

The Government of Canada is transitioning from cheques to electronic payments, including the use of direct deposit. A direct deposit is a stable, fast, convenient, secure and reliable payment method used by the Receiver General for Canada to make deposits (one-time only payments or regularly occurring payments) directly into a specified bank account on a payment date.

To ensure timely payment, please complete the <u>Payee and Direct Deposit Enrolment Form</u>, including your complete mailing address, a valid email address and your banking information for direct deposits. Please scan the completed form and send electronically to <u>Vendors@nserc-crsng.gc.ca</u>. If you prefer to receive a cheque, you will only need to complete part A and C of the form.

For each direct deposit payment, an email is automatically sent to the beneficiary indicating the payment details (invoice number, account/customer number etc.). Cheque stub details are longer provided, due to the elimination of the stub by the Government of Canada

### 6.9 Certifications and Additional Information

### 6.9.1 Compliance

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

## 6.10 Applicable Laws

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

### 6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions <u>2010B</u> (2022-12-01Professional Services (Medium Complexity));
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;

(e) the Contractor's bid dated \_\_\_\_\_ (To be determined at contract award

### 6.12 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

### 6.13 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at <a href="mailto:boa.opo@boa-opo.gc.ca">boa.opo@boa-opo.gc.ca</a>, by telephone at 1-866-734-5169, or by web at <a href="https://www.opo-boa.gc.ca">www.opo-boa.gc.ca</a>

### 6.14 Transition Services at End of Contract Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of two months under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 20 calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

### ANNEX "A"

### STATEMENT OF WORK

### 1. TITLE

Photography Services

### 2. OBJECTIVE

The Communications Division of the Natural Sciences and Engineering Research Council of Canada (NSERC) requires ad hoc photography services available across Canada.

### 3. BACKGROUND and OBJECTIVE

NSERC is the primary funding agency supporting Canada's science and engineering research community. The agency supports almost 30,000 postsecondary students and postdoctoral fellows in their advanced studies. NSERC promotes discovery by funding approximately 12,000 professors every year and works with over 3,000 Canadian companies that are participating and investing in postsecondary research projects.

As part of NSERC's national communications outreach, which aims to make the value of leading Canadian research accessible and understandable to the public, we require photos of our researchers to help promote the value, success and impact of natural sciences and engineering research in Canada within our community and with the public. These photos will be used on various communication platforms and media outreach.

### 4. SCOPE

The vendor will travel and setup photo sessions across Canada for various type of projects throughout the year (see Type of projects below).

### Type of projects

Type A – NSERC Prizes winners (every year)

Type B – NSERC President and Vice-Presidents (when needed)

Type C – Chairs for Women in Sciences and Engineering (when needed)

Type D – Ad-hoc photo sessions (when needed)

NSERC will discuss the details and deliverables for each photo session with the vendor prior to beginning each project. The cost for each project will be discussed and approved by NSERC before starting it.

The vendor will book and pay for travel (air or rail), accommodations, mileage, parking, taxi, meals for each project and will be reimbursed by NSERC (based on current federal government rates) upon completion of each project.

The vendor will provide NSERC with high resolution retouched and edited photographs for each photo sessions.

Copyright and property rights will be retained by the vendor. The photographs will be used by NSERC without reservation for marketing and communications for an unlimited period.

### 5. TASKS and RESPONSIBILITIES

NSERC tasks and responsibilities:

- NSERC will provide creative direction <u>prior</u> to the start of each project.
- NSERC will provide the vendor with contact information to organize photoshoots with each subject.
- NSERC will provide background materials and subject profiles wherever possible.
- NSERC will confirm the due date for the delivery of the final high resolution retouched and edited photographs for each photo sessions at the start of each project.

Vendor's tasks and responsibilities:

- The vendor will provide a point of contact who must be responsible for all activities undertaken by the vendor. This point of contact must be able to communicate clearly and be responsive to all NSERC inquiries.
- The vendor will be available to attend meetings to review the necessary requirements and deliverables with NSERC before and during a project.
- The vendor must adapt to NSERC's creative direction.
- The vendor will plan and manage all photoshoot sessions and will handle all logistic and timelines to ensure that final photos are delivered on time.
- The vendor will contact each subject or their respective office to book a photo session and will
  ensure timing will allow for the delivery of the final photos on time.
- The vendor will book its own travel across Canada while ensuring that cost is kept at minimum and federal government rates are respected.
- The vendor will share an estimate for the total cost of the project for NSERC's review and approval prior on booking travel.
- The vendor and its photographer(s) will always demonstrate professional behavior and interactions including during the photo sessions.
- The vendor must have the ability to adapt to changing circumstances or conditions during photo shoots without compromising the quality of the final product.
- The vendor will provide a wide variety of unedited photos for NSERC's review and selection.
- The vendor will provide high quality and edited photos within the expected deadlines set by NSERC at the begging of each project (see Deliverables and Associated schedule below).
- The vendor must receive NSERC's approval before extending a delivery date.
- The vendor will provide an invoice (including HST) upon completion of each project, the cost for travel will be included on the same invoice but clearly identity as travel cost.

## 6. CLIENT SUPPORT

### **NSERC** shall:

- provide points of contact for issuing work under the resulting contract; and to act as Project and Technical Authority;
- provide creative direction/requirements, background materials and profiles wherever possible;
- provide access to the Project and Technical Authority and/or other NSERC personnel as required for discussions, consultations and information;
- provide review of edited photographs, and provide comments/suggested revisions, in a timely manner; and
- provide any other assistance and support as appropriate for the vendor to complete its work within the deadlines established.

### 7. DELIVERABLES and ASSOCIATED SCHEDULE

Receipt and delivery of photographs must be completed on time as identified by the Project and Technical Authority at the start of the project.

The photographs will be sent by the Project and Technical Authority or his/her designated representative either via email, FTP or web file-sharing service.

All completed deliverables are subject to inspection and acceptance by the Project and Technical Authority or his/her designated representative.

Deliverables deemed to be unacceptable by the Project and Technical Authority and thus not meeting the Quality Assurance requirements described in this Statement of Work must be corrected by the vendor within the timeframe prescribed by the Project and Technical Authority.

### **Quality Assurance**

The vendor must verify the quality of the photographs prior to delivery. Verification shall include ensuring that they have been edited and produced according to the Project and Technical Authority's instructions.

Where the Project and Technical Authority indicates that the completed work does not meet NSERC's quality requirements, the vendor must make the necessary corrections at no additional cost to NSERC.

Corrections will be completed within a mutually agreed upon time frame.

The vendor will deliver the following final photographs (varies by type of project):

Type A – NSERC Prizes winners' photos (every year)

Estimated number of photo sessions per year: 20 to 25 (might include up to 2 group shots)

Style	Number of final high resolution edited photos per session
Portrait – with grey background	1
Action shot in work environment that visually portray the impacts of the subject's research – interior or exterior shots	6
Total	7

Type B – NSERC President and Vice-Presidents' photos (when needed)

Estimated number of photo sessions per year: up to 7 photo sessions per year

Style	Number of final high resolution edited photos per session
Portrait	5
Action shot in work environment	2
Total	7

Type C – Chairs for Women in Sciences and Engineering photos (when needed)

Estimated number of photo sessions per year: up to 5 photo sessions per year

Style	Number of final high resolution edited photos per session
Portrait – with grey background	1
Action shot in work environment – interior or exterior shots	6
Total	7

Type D – Ad-hoc photo sessions (when needed)

Estimated number of photo sessions per year: to be determined and agreed with the vendor as needed during the year

Style	Number of final high resolution edited photos per session
TBD	TBD
Total	TBD

### 8. LOCATION OF WORK

Photography will be carried out across Canada indoor and outdoor.

Postproduction will be carried out at the vendor's location.

### 9. LANGUAGE OF WORK

The vendor's resources must be fluent in English and French, both in written and spoken.

## 10.TRAVEL and LIVING EXPENSES

The vendor will <u>book and pay</u> for travel (air or rail), accommodations, mileage, parking, taxi, meals for each project and will be reimbursed by NSERC (based on current federal government rates) upon completion of each project.

The vendor will share an estimate for the total cost of the project for NSERC's review and approval prior on booking travel.

The vendor will book its own travel across Canada while ensuring that cost is kept at minimum and federal government rates are respected.

The vendor will provide an invoice (including HST) upon completion of each project, the cost for travel will be included on the same invoice but clearly identity as travel cost.

# ANNEX "B"

### **BASIS OF PAYMENT**

## 1.0 Professional Fees

The Contractor will be paid all-inclusive fixed rate as follows:

# **Definition of a Day/Proration**

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all inclusive fixed daily rate must be prorated to reflect the actual time worked.

- i. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

# Initial Contract award to March 31, 2024

Description	Event Rates	Total
2. Photography fees	\$	\$
	Subtotal:	\$
GST/QST (13% applicable taxes):		\$
Total contract value:		\$

Optional Item	Cost
Estimated travel	\$

<sup>\*</sup> Pricing for additional items will not form part of the evaluation, however, they will form part of the resulting contract. Pricing will be subject to price certification if deemed necessary by the Crown\*

**Option 1 April 1, 2024 award to March 31, 2025** 

<b>Description</b> Estimated Travel	Event Rates	Total
2. Photography fees	\$	\$
	Subtotal:	\$
GST/QST (	13% applicable taxes):	\$
	Total contract value:	\$

Optional Item	Cost
Estimated travel	\$

<sup>\*</sup> Pricing for additional items will not form part of the evaluation, however, they will form part of the resulting contract. Pricing will be subject to price certification if deemed necessary by the Crown\*

Option 2 April 1, 2025 award to March 31, 2026

Description	Event Rates	Total
Photography fees	\$	\$
	Subtotal:	\$
GST/QST (	13% applicable taxes):	\$
	Total contract value:	\$

Optional Item	Cost
Estimated travel	\$

<sup>\*</sup> Pricing for additional items will not form part of the evaluation, however, they will form part of the resulting contract. Pricing will be subject to price certification if deemed necessary by the Crown\*

Option 3 April 1, 2026 award to March 31, 2027		
Description	Event Rates	Total
Photography fees	\$	\$
Subtotal:		\$
GST/QST (13% applicable taxes):		\$
	Total contract value:	\$

Optional Item	Cost
Estimated travel	\$

<sup>\*</sup> Pricing for additional items will not form part of the evaluation, however, they will form part of the resulting contract. Pricing will be subject to price certification if deemed necessary by the Crown\*

Option 4 April 1, 2027 award to March 31, 2028

Description	Event Rates	Total
Photography fees	*	\$
	Subtotal:	\$
GST/QST (	13% applicable taxes):	\$
	Total contract value:	\$

Optional Item	Cost	
Estimated travel	\$	

<sup>\*</sup> Pricing for additional items will not form part of the evaluation, however, they will form part of the resulting contract. Pricing will be subject to price certification if deemed necessary by the Crown\*

## 2.0 Cost Reimbursable Expenses

### 2.0.1 Authorized travel and living expenses for Work

Concerning the requirements to travel described in the Statement of Work in Annex A, the Contractor will be paid for its authorized travel and living expenses reasonably and properly incurred in the performance of the Work done, delivered or performed outside the National Capital Region (NCR) defined in the *National Capital Act (R.S.C., 1985, c. N-4)*, available on the Justice Website (<a href="http://laws-lois.justice.gc.ca/eng/acts/N-4/page-9.html#docCont">http://laws-lois.justice.gc.ca/eng/acts/N-4/page-9.html#docCont</a>), at cost, without any allowance for profit and administrative overhead, in accordance with the meal and private vehicle expenses provided in Appendices B, C and D of the <a href="https://national.joint.council Travel Directive">national.joint.council Travel Directive</a>; and with the other provisions of the directive referring to "travellers", rather than those referring to "employees.

Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations.

All travel must have the prior authorization of the Project Authority.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

# **Annex C Art Direction Example**

Please refer to a separate attached Annex C Art direction in the RFP posting N24-20230392.