

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
PWGSC/TPSGC Acquisitions  
1045 Main Street  
1st Floor, Lobby C  
Unit 108  
Moncton, NB E1C 1H1  
Bid Fax: (506) 851-6759

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

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

**Proposition aux: Travaux Publics et Services  
Gouvernementaux 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 annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Photography Services	
<b>Solicitation No. - N° de l'invitation</b> 51019-131005/A	<b>Date</b> 2013-05-24
<b>Client Reference No. - N° de référence du client</b> 51019-131005	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$MCT-011-4653	
<b>File No. - N° de dossier</b> MCT-2-35161 (011)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-06-11</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Daylight Saving Time ADT
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Sharpe, Charlene A.	<b>Buyer Id - Id de l'acheteur</b> mct011
<b>Telephone No. - N° de téléphone</b> (506) 851-3467 ( )	<b>FAX No. - N° de FAX</b> (506) 851-6759
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF VETERANS AFFAIRS Communications - Ottawa 161 Grafton St., PO Box 7700 IB 013 CHARLOTTETOWN Prince Edward Island C1A8M9 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

NB / PEI Division - Moncton Acquisitions Office  
1045 Main Street  
1st Floor, Lobby C  
Unit 108  
Moncton, NB E1C 1H1

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## PART 1 - GENERAL INFORMATION

### 1. Security Requirement

There is **no security requirement** associated with this bid solicitation.

### 2. Statement of Work

The Work to be performed is detailed under Article 2 of the resulting contract clauses.

*(Derived from - Provenant de: B4007T, 2006/06/16 )*

### 3. Debriefings

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

## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<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 2003 (2012/11/19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids **transmitted by electronic mail to PWGSC will not be accepted.**

### 3. Former Public Servant

#### Former Public Servant - Competitive Requirements

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with

Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

### Definitions

For the purposes of this clause, "former public servant" 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 Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

If so, the Bidder 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, 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 Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

### Work Force Reduction Program

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*(Derived from - Provenant de: A3025T, 2013/04/25 )*

#### **4. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

#### **5. Applicable Laws**

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

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.

#### **6. Basis for Canada's Ownership of Intellectual Property**

Veterans Affairs Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: "to generate knowledge and information for public dissemination".

*(Derived from - Provenant de: K3200T, 2008/12/12 )*

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

### **1. Bid Preparation Instructions**

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies)  
Section II: Financial Bid (1 hard copy)  
Section III: Certifications (1 hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders 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 Bid**

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

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment at Annex B. The total amount of Applicable Taxes must be shown separately.

#### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

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

### **1. Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

## 1.1 Technical Evaluation

### 1.1.1 Mandatory Technical Criteria

Mandatory Technical Criteria as specified in Annex C.

## 1.2 Financial Evaluation

SACC Manual Clause A0220T (2013/04/25), Evaluation of Price

## 2. Basis of Selection

<b>SACC Reference</b>	<b>Section</b>	<b>Date</b>
A0031T	Basis of Selection - Mandatory Technical Criteria	2010/08/16

## PART 5 - CERTIFICATIONS

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

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

### 1. Mandatory Certifications Required Precedent to Contract Award

#### 1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

#### 2. Additional Certifications Precedent to Contract Award

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

## 2.1 Federal Contractors Program - Certification

### Federal Contractors Program - over \$25,000 and below \$200,000

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

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

The Bidder or the member of the joint venture

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

Further information on the FCP is available on the HRSDC Web site.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

(Derived from - Provenant de: A3031T, 2010/08/16)

## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is **no security requirement** applicable to this Contract.

### 2. Statement of Work

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

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(Derived from - Provenant de: B4007C, 2006/06/16 )

### **3. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **3.1 General Conditions**

2010C (2013/04/25), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

4007 (2010/08/16), Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

### **4. Term of Contract**

#### **4.1 Period of the Contract**

The period of the Contract is from date of Contract for a one year period.

(Derived from - Provenant de: A9022C, 2007/05/25 )

#### **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 two (2) additional one 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 thirty (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.

(Derived from - Provenant de: A9009C, 2008/12/12 )

### **5. Authorities**

#### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Charlene Sharpe  
Acting Supply Specialist

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mct011

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Public Works and Government Services Canada  
 Acquisitions Branch  
 1045 Main Street, Unit 108  
 Moncton, NB E1C 1H1  
 Telephone: 506-851-3467  
 Facsimile: 506-851-6759  
 E-Mail: Charlene.Sharpe@pwgsc-tpsgc.gc.ca

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

**5.2 Project Authority**

The Project Authority for the Contract is: *will be identified at contract award*

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone : \_\_\_\_ \_  
 Facsimile: \_\_\_\_ \_  
 E-mail address: \_\_\_\_\_

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

**5.3 Contractor's Representative *Bidders are to provide the following information:***

Name: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

**6. Proactive Disclosure of Contracts with Former Public Servants**

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

*(Derived from - Provenant de: A3025C, 2013/03/21 )*

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## 7. Payment

### 7.1 Basis of Payment - Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$\_\_\_\_\_ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

(Derived from - Provenant de: C0206C, 2013/04/25 )

### 7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$\_\_\_\_\_ (*insert the amount 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. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - (a) when it is 75 percent committed, or
  - (b) four (4) months before the contract expiry date, or
  - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

(Derived from - Provenant de: C6001C, 2011/05/16 )

### 7.3 SACC Manual Clauses

SACC Reference	Section	Date
A9117C	T1204 - Direct Request by Customer Department	2007/11/30
H1001C	Multiple Payments	2008/05/12

### 7.4 Minimum Work Guarantee

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" represents the value of thirty-six (36) hours of work per year.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

*(Derived from - Provenant de: B9030C, 2011/05/16 )*

## **8. Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

*(Derived from - Provenant de: H5001C, 2008/12/12 )*

## **9. Certifications**

### **9.1 Compliance**

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## **10. Applicable Laws**

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

## 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) 4007 (2010/08/16), Canada to Own Intellectual Property Rights in Foreground Information,
- (c) 2010C (2013/04/25), General Conditions - Services (Medium Complexity);
- (d) Annex A, Statement of Work; and
- (e) the Contractor's bid dated \_\_\_\_\_

## 12. SACC Manual Clauses

<b>SACC Reference</b>	<b>Section</b>	<b>Date</b>
G1005C	Insurance	2008/05/12

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**ANNEX A**

**STATEMENT OF WORK**

(see attachment)

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**ANNEX B**

**BASIS OF PAYMENT**

**For the period from CONTRACT AWARD for one year period**

Labour, at the following firm hourly rates:

\$_____ per hour for an estimated 200 hours	\$_____
<b>TOTAL ESTIMATED COST YEAR ONE</b>	<b>\$_____</b>

**For the first one year option period**

Labour, at the following firm hourly rates:

\$_____ per hour for an estimated 200 hours	\$_____
<b>TOTAL ESTIMATED COST FIRST OPTION YEAR</b>	<b>\$_____</b>

**For the second one year option period**

Labour, at the following firm hourly rates:

\$_____ per hour for an estimated 200 hours	\$_____
<b>TOTAL ESTIMATED COST SECOND OPTION YEAR</b>	<b>\$_____</b>

<b>GRAND TOTAL ESTIMATED COST*</b>	<b>\$_____</b>
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\* This amount will be used for bid evaluation purposes only.

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Amd. No. - N° de la modif.

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## **ANNEX C**

### **MANDATORY TECHNICAL CRITERIA**

(see attachment)

**ANNEX A**  
**STATEMENT OF WORK**

**Title**

Photography Services

**Objective:**

To provide professional photography services for Veterans Affairs Canada (VAC) on an as and when requested basis with a minimum of 24 hours notice.

**Background statement:**

VAC participates in various events in the National Capital Region that can range from commemorative ceremonies, media announcements, educational opportunities, community events and wellness activities for Veterans and their families. VAC requires the services of a professional photographer, with experience photographing high profile military, political and public events to photograph these events.

**Specific tasks to be performed:**

At the request of the Project Authority, or his designate, the Contractor will provide photography services for VAC events.

The Contractor must provide all equipment required to complete the services.

Estimated number of events per year: 30 to 40 events

Estimated number of photos to be taken per event: 200-250

Estimated size of event: small scale public events (defined as 10-15 participants); medium scale public events (defined as 16-100 participants); large scale public events (defined as 101-1000 participants)

**Deliverables:**

At the request of the Project Authority, or his designate, the Contractor will provide the following:

- Directly following the event, within a 2 (two) hour window the Contractor will be required to send five (5) high-resolution photos, identified on site by VAC representatives electronically to VAC.
- The selected photo(s) will be sent to VAC Media Operations respecting the technical limitation of 10 Megabytes (including text and attached file).

- Within 24 hours of the event, the Contractor will deliver a high-resolution, full picture set to the Project Authority, via either email, FTP, cloud site or CD/DVD. These will be submitted with a thumbnail index of the images as well as the full file.
- The Contractor may occasionally be required to provide 8" x 10" hard copies of photographs at the special request of the Project Authority.
- The Contractor must maintain a database of all originals until the contract period is completed.
- The Contractor will provide VAC with a non-exclusive, transferable license for the use of the photos taken. All rights of original material produced under this contract will belong to the Crown.
- Deliverables must be sent to:

Veterans Affairs Canada  
 c/o Christiane Fournier  
 15<sup>th</sup> Floor, 66 Slater St.  
 Ottawa, ON K1A 0P4

#### **VAC support provided:**

VAC will provide the following support to the Contractor:

- Provide the Contractor with all appropriate information concerning any event.
- Provide assistance and direction on-site when needed.
- Provide direction to the photographer where he/she should be positioned during specific events and let them know if there are any restrictions.
- Provide a list of required shots in advance of the event.

#### **Security Requirements:**

There are no security requirements and the Contractor will not require access to VAC premises (if such a requirement is necessary, it will only happen with the accompaniment of a VAC employee) or protected information.

#### **Ownership and Control**

All information provided to the Contractor for the purposes of this contract, remains under the ownership and control of Veterans Affairs Canada (VAC). All applicable Federal legislation applies under all circumstances, even when such information is in the sole custody of the Contractor.

Upon delivery of the final product(s) to VAC, the Contractor shall ensure that all information is returned to the Project Authority.

### **Handling of Personal Information**

The Contractor acknowledges that Veterans Affairs Canada is bound by the Privacy Act with respect to the protection of personal information as defined in the Act. The Contractor must keep private and confidential any such personal information collected, created or handled by the Contractor under the contract, and must not collect, use, copy, disclose, dispose of or destroy such personal information except in accordance with the Privacy Act and the delivery provisions of the contract.

All personal information is under the control of Veterans Affairs Canada, and the Contractor has no right in or to that information. The Contractor must deliver to the project authority all such personal information in whatever form, including all working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to the contract, within 30 days of the completion or termination of the contract, or at such earlier time as the project authority may request. Upon delivery of the personal information to the project authority, the Contractor will have no right to retain that information in any form and must ensure that no record of the personal information remains in the Contractor's possession.

### **Requests for Information**

Should the Contractor receive a request for information from a third party, relating to information in their custody for the purposes of this contract, the Contractor will advise the Project Authority. Following consultation with the VAC Access to Information and Privacy Coordinator, the Project Authority will provide the Contractor with guidance and direction on handling the request.

## ANNEX C

### MANDATORY TECHNICAL CRITERIA

The bid must meet the Mandatory Technical Criteria specified below. The Offeror 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 criterion should be addressed separately.

#### Information for the Offeror:

Examples of public events are as follows:

- news conferences and other announcements
- awards dinners
- ceremonies (including but not limited to investitures, commemorative ceremonies,
- funerals and medal presentations)
- military parades/concerts
- sports events

#### Mandatory Technical Criteria

Number		Bid Preparation Instructions	Page in Proposal
	<b>COMPANY EXPERIENCE</b>		
<b>M 1-a</b>	In the past three (3) years, the proposed personnel must have taken photos at high profile military, political and public events. High profile would include events in which a Minister of the Crown, a member of the Senate, the Governor General, or other high-ranking public figures would have participated. Additionally, the photos must have been published in the media, national magazines and on high-traffic web sites.	Proposal must clearly demonstrate when and how the experience was gained.	
<b>M 1-b</b>	In the past 3 years the proposed personnel must have photographed the following: <ul style="list-style-type: none"><li>• Quantity: 15 (fifteen) – small scale public events (defined as 10-15</li></ul>	Proposal must provide a brief summary of each event where the experience was gained.  The attached grid should be completed to support	

	<ul style="list-style-type: none"> <li>participants)</li> <li>• Quantity: 10 (ten) – medium scale public events (defined as 16-100 participants)</li> <li>• Quantity: 5 (five) – large scale public events (defined as 101-1000 participants)</li> </ul>	<p>Mandatory 1-b.</p> <p>Failure to provide the requested information for each event (name, date, nature and focal point of each event) named in the attached grid will result in your proposal being deemed noncompliant and no further consideration will be given.</p>	
	<b>COMMUNICATION</b>		
<b>M 2-a</b>	The Offeror must have the capacity to communicate electronically with the project authority. The Offeror must be able to deliver digital photo files within a 2 hour window for 5 pictures identified on site by the VAC representative, and within a 24-hour window for full picture set after the assignment.	Proposal must confirm the Offeror's ability to meet the criteria.	
<b>M 2-b</b>	The Offeror must have the ability to transmit photos using at least one of the following modes of transfer: email, FTP, cloud site or CD/DVD.	Proposal must confirm the Offeror's ability to meet the criteria.	

Failure to meet any of the Mandatory requirements as stated above will result in your bid being declared non-compliant.

**Mandatory 1-b Grid**

In the past three (3) years, the proposed personnel must have taken photos at:  
Quantity: 15 (fifteen) – small scale public events (defined as 10-15 participants)  
Quantity: 10 (ten) – medium scale public events (defined as 16-100 participants)  
Quantity: 5 (five) - large scale public events (defined as 101-250 participants)

**Grid to be completed by Offeror**

**SMALL SCALE PUBLIC EVENTS**

<b>Event 1</b>	Name of Event:	
	Date of Event:	
	Nature of Event:	
	Focal Point:	

<b>Event 2</b>	Name of Event:	
	Date of Event:	
	Nature of Event:	
	Focal Point:	

<b>Event 3</b>	Name of Event:	
	Date of Event:	
	Nature of Event:	
	Focal Point:	

<b>Event 4</b>	Name of Event:	
	Date of Event:	
	Nature of Event:	
	Focal Point:	

<b>Event 5</b>	Name of Event:	
	Date of Event:	
	Nature of Event:	
	Focal Point:	

<b>Event 6</b>	Name of Event:	
	Date of Event:	
	Nature of Event:	
	Focal Point:	

<b>Event 7</b>	Name of Event:	
	Date of Event:	
	Nature of Event:	
	Focal Point:	

<b>Event 8</b>	Name of Event:	
	Date of Event:	
	Nature of Event:	
	Focal Point:	

<b>Event 9</b>	Name of Event:	
	Date of Event:	
	Nature of Event:	
	Focal Point:	

<b>Event 10</b>	Name of Event:	
	Date of Event:	
	Nature of Event:	
	Focal Point:	

<b>Event 11</b>	Name of Event:	
	Date of Event:	
	Nature of Event:	
	Focal Point:	
<b>Event 12</b>	Name of Event:	
	Date of Event:	
	Nature of Event:	
	Focal Point:	

<b>Event 13</b>	Name of Event:	
	Date of Event:	
	Nature of Event:	
	Focal Point:	

<b>Event 14</b>	Name of Event:	
	Date of Event:	
	Nature of Event:	
	Focal Point:	

<b>Event 15</b>	Name of Event:	
	Date of Event:	
	Nature of Event:	
	Focal Point:	

**MEDIUM SCALE PUBLIC EVENTS**

<b>Event 1</b>	Name of Event:	
	Date of Event:	
	Nature of Event:	
	Focal Point:	

<b>Event 2</b>	Name of Event:	
	Date of Event:	
	Nature of Event:	
	Focal Point:	

<b>Event 3</b>	Name of Event:	
	Date of Event:	
	Nature of Event:	
	Focal Point:	

<b>Event 4</b>	Name of Event:	
	Date of Event:	
	Nature of Event:	
	Focal Point:	

<b>Event 5</b>	Name of Event:	
	Date of Event:	
	Nature of Event:	
	Focal Point:	

<b>Event 6</b>	Name of Event:	
	Date of Event:	
	Nature of Event:	
	Focal Point:	

<b>Event 7</b>	Name of Event:	
	Date of Event:	
	Nature of Event:	
	Focal Point:	

<b>Event 8</b>	Name of Event:	
	Date of Event:	
	Nature of Event:	
	Focal Point:	

<b>Event 9</b>	Name of Event:
	Date of Event:
	Nature of Event:
	Focal Point:

<b>Event 10</b>	Name of Event:
	Date of Event:
	Nature of Event:
	Focal Point:

**LARGE SCALE PUBLIC EVENTS**

<b>Event 1</b>	Name of Event:
	Date of Event:
	Nature of Event:
	Focal Point:

<b>Event 2</b>	Name of Event:
	Date of Event:
	Nature of Event:
	Focal Point:

<b>Event 3</b>	Name of Event:
	Date of Event:
	Nature of Event:
	Focal Point:

<b>Event 4</b>	Name of Event:
	Date of Event:
	Nature of Event:
	Focal Point:

<b>Event 5</b>	Name of Event:
	Date of Event:
	Nature of Event:
	Focal Point: