

RETURN BIDS TO:

BRU@cic.gc.ca

FOR ELECTRONIC BIDS:

The <u>BRU@cic.gc.ca</u> electronic mailbox is equipped to send an automatic reply to all messages received. If you do not receive an automatic response, please contact the Contracting Authority to ensure your bid was received. Please note that it is the bidder's sole responsibility to ensure that all bids submitted are received in their entirety by Citizenship and Immigration Canada by the closing date and time indicated in this RFP.

IMPORTANT NOTICE TO SUPPLIERS

The Government Electronic Tendering Service on <u>buyandsell.gc.ca/tenders</u> will be the sole authoritative source for Government of Canada tenders that are subject to trade agreements or subject to departmental policies that require public advertising of tenders.

REQUEST FOR PROPOSAL

Proposal To: Citizenship and Immigration 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 thereof.

Instructions : See Herein Instructions: Voir aux présentes Issuing Office – Bureau de distribution Citizenship and Immigration Canada Material Management Division 70 Crémazie Gatineau, Québec K1A 0G3

Title – Sujet	
Photography Services	
Solicitation No. – N° de l'invitation	Date
	10 0017
CIC-146872	January 18, 2017
Solicitation Closes – L'invitation	Time Zone
prend fin at – à 2:00 PM	Fuseau horaire
on – February 8, 2017	EST
F.O.B F.A.B.	201
Plant-Usine: Destination:	Other-Autre:
Address Inquiries to: - Adresser tour	
······································	
BRU@cic.gc.ca	
Telephone N _o . – N° de téléphone :	
873-408-0507	
Destination – of Goods, Services, an	
Destination – des biens, services et See Herein	construction :
Delivery required - Livraison exigée	
See Herein	
Vendor/firm Name and address	
Raison sociale et adresse du fournis	sseur/de l'entrepreneur
Facsimile No. – N° de télécopieur	
Telephone No. – N° de téléphone	
Name and title of person authorized	to sign on behalf of
Vendor/firm	-
Nom et titre de la personne autorisé	e à signer au nom du
fournisseur/de l'entrepreneur	
(type or print)/ (taper ou écrire en ca	ractères d'imprimerie)
Signature	Date





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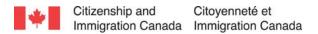
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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus 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;
- 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, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

1.2 Summary

1.2.1 Citizenship and Immigration Canada requires Contractor to provide quality professional photographic services in various locations across Canada and professional expertise to the Technical Authority.

1.2.2 Single Contract

Canada is seeking to establish a contract for Photography Services as defined in Appendix "D", Statement of Work, for one (1) year and the right to extend the term of the Contract by up to two (2) additional one (1) year periods.

1.3 Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within fifteen (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

2.1 Standard Instructions, Clauses and Conditions

All Citizenship and Immigration Canada (CIC) instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the CIC Website at http://www.cic.gc.ca/english/transparency/index.asp

All SACC manual clauses for specific instructions not covered by the standard instructions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual (<u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</u>) 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>CIC-SI-001 (2016-05-26)</u> Standard Instructions – Goods or Services Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to Citizenship and Immigration Canada 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 facsimile to Citizenship and Immigration Canada will not be accepted.

2.3 Enquiries - Bid Solicitation

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.

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.

2.4 Applicable Laws

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





2.5 Basis for Canada's Ownership of Intellectual Property

Citizenship and Immigration 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.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- Section II: Financial Bid (one (1) electronic copy via email)
- Section III: Certifications (one (1) electronic copy via email)

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

Canada requests that respondents submit their response in unprotected (i.e. no password) PDF format by email and the size of the document cannot exceed 10MB. Emails exceeding 10MB will not be received.

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. 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.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with Appendix "E", Basis of Payment The total amount of applicable taxes must be shown separately, if applicable.

Bidders should include the following information in their financial bid by completing Appendix "I", Vendor Information and Authorization and include it with their bid:

- 1. Their legal name;
- 2. Their Procurement Business Number (PBN); and
- 3. The name of the contact person (including this person's mailing address, phone and facsimile numbers, and email address) authorized by the Bidder to enter into communications with Canada with regards to:
 - a) their bid; and
 - b) any contract that may result from their bid.



Financial proposals must clearly identify the personnel proposed and the associated category <u>for evaluation purposes only</u>. Proposed hourly rates must be in Canadian dollars.

The Bidder's per diem rates in response to this RFP and resulting contract(s) must include all overhead, general & 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, 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).

Bidders must provide in their financial bid a price breakdown as detailed in Appendix "E", Basis of Payment.

3.2 SACC Manual Clauses

C3011T (2010-01-11) - Exchange Rate Fluctuation

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

Section III: Certifications

Bidders must submit the required certifications and additional information required under Part 5.



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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

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

Mandatory requirements are evaluated on a simple pass or fail basis. Failure by a Bidder to meet any one of the mandatory requirements will render the Bidder's proposal **non-responsive and will not be given further consideration.** The treatment of mandatory requirements in any procurement process is absolute. Each mandatory technical criterion should be addressed separately.

Number	Mandatory Technical Criterion				
M.1 The Bidder's proposal must demonstrate that their company h minimum 5 years of experience within the last 10 years in the digital photography services for the Canadian federal and/or provincial governments.					
	The proposal must include a company profile with a brief description of the history of the company, including details of a minimum of thre assignments which were comparable in scope and magnitude*:				
	 The following information must be provided with the proposal: Name of the Project(s); Organization for which the work was performed; Duration of work (start and end dates in MM/YY format); Tasks performed; The name and telephone number of one reference for each assignment. 				
	*: for the purposes of this RFP, CIC is defining 'comparable in scope and magnitude as high profile ministerial and public events.				





M.2	The Bidder's proposal must include an established roster* of available professional photographers accessible by the Bidder for events in major Canadian cities by completing Appendix "H", City Listing Table.
	For each major Canadian city included in Appendix "H", City Listing Table, the Bidder must provide the minimum number of photographers available, the photographer's name and phone number. In addition, the roster may also include the number of photographers available, the photographer's name and phone number for cities beyond those listed in the Appendix "H", City Listing Table.
	Should the bidder not possess the minimum number of photographers established in the table for any city, the bidder will not be considered further and will be eliminated from the competition.
	The Crown reserves the right to confirm all information provided.
	*: for the purposes of this RFP, established roster is defined as follows: an existing list of professional photographers who are either employed or regularly contracted by the contractor, and are able to perform photography work upon request, often on short notice (a notice between 15 minutes and 23 hours). Compiling a list or network of photographers for the purposes of this contract is not acceptable.
М.3	The Bidder's proposal must provide access rights to a sampling of images in the password-protected Dropbox file hosting service archive, accessible and downloadable by the Technical Authority, or a secure password-protected website archive accessible and downloadable by the Technical Authority, as outlined in the Tasks and Deliverables section of Appendix D, Statement of Work.

4.1.1.2 Point Rated Technical Criteria

Each Technical Bid that meets all the Mandatory Requirements specified above will be evaluated and scored in accordance with the following point-rated evaluation criteria table(s). Each point rated technical criterion should be addressed separately.

Number	Rated Criterion	Points Available	Cross Reference to proposal
R.1	 Beyond the years of experience evaluated under M1, the Bidder should demonstrate the company's years of operations: 5 points : 6 to <10 years 10 points : 10+ years 	/10	





R.2	The Bidder should demonstrate that it has access to additional photographers beyond the minimum identified in M.2 in the following cities: Ottawa, Toronto and Vancouver:		
	Additional points will be awarded as follows:		
	 0 points: no additional photographers per city or additional photographers provided but not for all three cities. 5 points: 1 additional photographer per city 10 points: 2 additional photographers per city 15 points: 3 or more additional photographers per city 	/15	
	For the purposes of this RFP, established roster is defined as follows: an existing list of professional photographers who are either employed or regularly contracted by the contractor, and are able to perform photography work upon request, often on short notice. Compiling a list or network of photographers for the purposes of this contract is not acceptable.		
R.3	The Bidder should demonstrate that it maintains a secure password-protected website archive beyond the Dropbox file hosting service archive identified in M.3 and provide access rights to a sampling of images accessible and downloadable by the Technical Authority, as outlined in the "Requirements" section of Appendix D, Statement of Work.	/15	
	For the purposes of this RFP, an example of a secure password-protected website archive would be those such as PhotoShelter or Lightbox.		
R.4	The Bidder's proposal should outline the mobile wireless technology* (excluding Wi-Fi) and methods used to deliver photographs electronically to the Technical Authority from any event location, within the deadlines, as outlined in the "Tasks and Deliverables" section of Annex A, Statement of Work.	/10	
	 0 points: No mobile wireless technology outlined 10 points: A mobile wireless technology outlined 		
	For the purposes of this RFP, examples of mobile wireless technologies would be mobile internet devices such as Rocket/Turbo Stick, Hub, Express Card or Mobile Hot Spot.		
Total		50	





4.1.2 Financial Evaluation

Only the proposals that are technically responsive will be considered for financial evaluation.

The price of the bid will be evaluated in Canadian dollars, applicable taxes are excluded.

For the purposes of bid evaluation, Basis of Payment, Appendix "E" will be used. The Bidder must provide all-inclusive **fixed** *hourly rates* for the Categories being proposed in accordance with the bid solicitation, for the initial contract period and option periods.

The volumetric data included in the pricing schedule detailed in Appendix "E", Basis of Payment is provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.

The "TOTAL BID PRICE" in Annex "E", Basis of Payment including initial period and two (2) option period's (excluding taxes) will be used to determine the financial evaluation score.

4.1.3 Formulas in Pricing Schedule

If the Pricing Schedule provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a bidder.

4.1.4 Substantiation of Professional Services Rates

In Canada's experience, bidders will from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates for professional services bids, Canada may, but will have no obligation to, require price support for any rates proposed (either for all or for specific resource categories). Examples of price support that Canada would consider satisfactory include:

- a) documentation (such as billing records) that shows that the Bidder has recently provided and invoiced another customer (with whom the Bidder deals at arm's length) for services similar to the services that would be provided by the relevant resource category, where those services were provided for at least one month and the fees charged are equal to or less than the rate offered to Canada (to protect the privacy of the customer, the Bidder may black out the customer's name and personal information on the invoice submitted to Canada);
- b) a signed contract between the Bidder and an individual qualified (based on the qualifications described in this bid solicitation) to provide services under the relevant resource category, where the amount payable under that contract by the Bidder to the resource is equal to or less than the rate bid for that resource category;
- c) a signed contract with a subcontractor who will perform the work under any resulting contract, which provides that the required services will be provided at a rate that is equal to or less than the rate bid for the relevant resource category (and where the resource meets all the qualifications described in this bid solicitation); or





d) details regarding the salary paid to and benefits provided to the individuals employed by the Bidder qualified (based on the qualifications described in this bid solicitation) to provide services under the relevant resource category where the amount of compensation, when converted to a per diem or hourly rate (as applicable), is equal to or less than the rate bid for that resource category.

Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (either the information described in the examples above, or other information that demonstrates that it will be able to recover its own costs based on the rates it has proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the rates bid, while, at a minimum, recovering its own costs. Where Canada determines that the information provided by the Bidder does not demonstrate the Bidder's ability to recover its own costs in providing the relevant resource, Canada may declare the bid non-compliant, if the rate is at least **20%** of or lower than the median price bid by compliant bidders for the first year of the resulting contract for the relevant resource(s). Only the Firm Hourly Rates of proposals that are technically responsive will be considered.

4.2 Basis of Selection

4.2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price

4.2.1.2 To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- b. meet all mandatory criteria;

4.2.1.3 Bids not meeting (a) or (b) will be declared non-responsive.

4.2.1.4 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.

4.2.1.5 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%.

4.2.1.6 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.

4.2.1.7 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

4.2.1.8 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 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 equal's 135 and the lowest evaluated price is





\$45,000 (45).Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)

		Bidder 1	Bidder 2	Bidder 3
Overall Tech	nical Score	115/135	89/135	92/135
Bid Evalua	ated Price	\$55,000.00	\$50,000.00	\$45,000.00
	Technical	115/135 x 70 = 59.63	89/135 x 70 = 46.15	92/135 x 70 = 47.70
Calculations	Merit Score			
Calculations	Pricing	45/55 x 30 = 24.55	45/50 x 30 = 27.00	45/45 x 30 = 30.00
	Score			
Combine	d rating	84.18	73.15	77.70
Overall	rating	1 st	3 rd	2 nd





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 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.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the <u>Ineligibility and Suspension Policy</u> (<u>http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</u>), the Bidder must provide with its bid the required documentation, as applicable, 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 specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity – Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (http://www.esdc.gc.ca/en/jobs/workplace/human rights/employment equity/federal contractor program.page?& ga=1.229006812.1158694905.1413548969#afed).





Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "<u>FCP Limited Eligibility to Bid</u>" list at the time of contract award.

5.2.3 Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in 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 <u>Public Service Superannuation</u> <u>Act</u> (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the <u>Supplementary</u> <u>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</u> <u>Services Pension Continuation Act</u>, 1970, c.D-3, the <u>Royal Canadian Mounted Police Pension</u> <u>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.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 <u>Contracting Policy</u> <u>Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

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.

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

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.

5.2.4 Status and Availability of Resources

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

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to





the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

5.2.6 Education and Experience

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





PART 6 - RESULTING CONTRACT CLAUSES

APPENDIX "A", GENERAL TERMS AND CONDITIONS

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

A1. Standard Acquisition Clauses and Conditions Manual

All instructions, general terms, conditions and clauses identified herein by title, number and date are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual issued by Public Works and Government Services Canada (PWGSC) and in the Citizenship and Immigration Canada Terms and Conditions Manual.

- A1.1 An electronic version of the SACC Manual is available on the Buy and Sell Website: <u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</u>
- A1.2 An electronic version of the Citizenship and Immigration Canada (CIC) Contract Terms and Conditions is available on the CIC Website: <u>http://www.cic.gc.ca/english/transparency/index.asp</u>

A2. Terms and Conditions of the Contract

A2.1 The general terms, conditions and clauses identified herein by title, number and date, are hereby incorporated by reference into and form part of this Contract, as though expressly set out herein, subject to any other express terms and conditions herein contained.

A3. Standard Instructions and Conditions

A3.1 The conditions set out in the <u>CIC-SI-001 (2016-05-26)</u> Standard Instructions – Goods or Services Competitive Requirements, are hereby incorporated by reference into and form part of this Contract.

A4. General Conditions

A4.1 General Conditions <u>CIC-GC-001 (2016-05-26)</u>, Med/High Complexity Goods and Services Contract shall apply to and form part of this Contract.





APPENDIX "B", SUPPLEMENTAL TERMS AND CONDITIONS

B1. Priority of Documents

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

- a) The Articles of Agreement;
- b) Appendix "B" Supplemental Terms and Conditions;
- c) Appendix "A" General Terms and Conditions;
- d) Appendix "C" Terms of Payment;
- e) Appendix "D" Statement of Work;
- f) Appendix "E" Basis of Payment
- g) Appendix "F" Personal Release and Consent Form;
- h) Appendix "G" Security Requirements Checklist;
- i) Appendix "H" City Listing Table;
- j) Appendix "I" Vendor Information and Authorization Form; and
- k) the Contractor's proposal dated _____(TBD)

B2. CIC Clauses

The following Citizenship and Immigration Canada Terms and Conditions are incorporated by reference and form part of this Contract:

 ID
 Date
 Title

 CIC-SC-002 (2015-02-16), Crown Owns Intellectual Property (IP) Rights in Foreground
 Information

B3. SACC Manual Clauses

The following SACC manual Clauses are incorporated by reference and form part of this Contract:

ID	Date	Title
C0705C	2010-01-11	Discretionary Audit

B4. Security Requirement

There is no security requirement associated with the requirement.

B5. Period of Contract

The period of the Contract is from April 1st, 2017 to March 31st, 2018.

B5.1 Option to Extend the Contract

The Contractor grants Canada, the irrevocable right to extend the term of the Contract by up to two (2) additional one (1) year periods 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 Appendix "E", Basis of Payment.





Canada may exercise this option at any time by sending a written notice to the Contractor at least ten (10) calendar days before the Contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

B6. Termination on Thirty (30) Days Notice

- 1. Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.
- 2. In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

B7. Certifications / Compliance and Additional Information

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.

B8. Insurance Requirements

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

B9. Closure of Government Offices

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

B10. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work in Appendix "D".





B11. Authorities

B11.1 Contracting Authority

The Contracting Authority for the Contract is:

< The Contracting Authority for the Contract is to be identified at Contract award>

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.

B11.2 Project Authority

The Project Authority for the Contract is:

<The Project Authority for the Contract is to be identified 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.



APPENDIX "C", TERMS OF PAYMENT

C1. Basis of Payment

The Contractor will be paid firm hourly rates as per Appendix "E", for work performed in accordance with the Contract. Customs duties are included and applicable taxes are extra.

C2. 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 Appendix "E", to a limitation of expenditure of *functional contract award*. Customs duties are included and applicable taxes are extra.

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and applicable taxes are 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.

C3. Method of Payment

Canada will pay the Contractor on a monthly basis 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.

C4. Applicable Taxes

Applicable taxes are not included in the amounts shown in the Basis of Payment. Applicable taxes, which are estimated at \$_____ (to be determined at contract award), are included in the total contract amount. Applicable taxes are to be shown as separate items on all invoices





and claims for progress payments and will be paid by Canada. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

C5. 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.

C6. **Travel and Living Expenses**

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council, and with the other provisions of the directive referring to "travelers", rather than those referring to "employees". All travel must have the prior authorization of the Project Authority to a limitation of expenditure of \$7,500.00. Customs duty and applicable taxes are included. These expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

C7. **Travel Time**

The Contractor will not be paid any firm per diem rates for travel time.



APPENDIX "D", STATEMENT OF WORK

D1. Title

Photography Services.

D2. Objective

Immigration, Refugees and Citizenship Canada (IRCC) requires a Contractor to provide high quality professional photographic services and professional expertise to the Technical Authority.

Photographs must be provided in the requested formats, in the required dimensions, in the timeframe outlined under "deliverables".

D3. Background

The Government of Canada (GoC) is responsible for providing the public with quality information in a timely fashion. Information must be provided in alternate formats to accommodate diverse needs.

IRCC must ensure that the public and media have access to images from various high profile ministerial and public events across Canada that involve the Minister of Citizenship and Immigration Canada and/or Ministerial representatives.

D4. Scope

IRCC requires a Contractor who can provide quality photographic services in various locations across Canada and expertise to the Technical Authority. Work must be executed by a photography specialist who meets the requirements as outlined in this Statement of Work.

As such, IRCC requires the services of a Contractor with a roster of professional photographers across Canada that have experience photographing high profile ministerial and public events. IRCC requires the Contractor to be able to upload and provide photographs in a timely fashion and build a database of images that can be used online, in print publications and in the Department's visual identity.

Pictures need to be high quality images of photojournalistic value that are attractive to the general public and media. Therefore, they must also be creative and emotive. Standard pictures are excellent for the database, but each photo shoot at a ministerial or public event requires some creativity when/where the Minister or Ministerial Representative is involved. Signage must be captured, where possible and proper lighting, exposure and variety are also of particular importance.

Photographers will capture all desired pictures specifically requested by IRCC for each event and, in addition, identify and capture images with good public relations and marketing value.

D5. Tasks and Deliverables





The Contractor must:

- i. Maintain an established roster of professional photographers across Canada
- ii. Coordinate and provide local professional photographers as identified in Appendix "H" City Listing Table
- iii. Provide high quality digital photographs of photojournalistic value of the Minister of Citizenship and Immigration Canada and/or Ministerial representatives at specified events across Canada or photos associated with an IRCC event or initiative (as and if required).
- iv. Provide high quality digital photographs of other high profile individuals, often accompanying or meeting with the Minister of Citizenship and Immigration Canada and/or Ministerial representatives.
- v. Capture approximately 50 to 60 images at each event, sometimes more if requested explicitly.
- vi. Upload and provide access to the "Top 10" images on the Contractor's secure website archive or the Dropbox file hosting service archive within one hour of the conclusion of the event, and inform the Technical Authority via email. The "Top 10" images must meet or exceed the technical specifications (as defined in section D7. Technical Specifications) and be selected using the list of desired picture specifications provided in the request by the Technical Authority.
- vii. Upload and provide access to the balance of images on the Contractor's secure website archive or the Dropbox file hosting service archive within three hours of the conclusion of the event, within regular business hours (7:00 a.m. 6:00 p.m.), and inform the Technical Authority via email.
- viii. Provide the "Top 10" images as outlined in bullet 6 within one hour of the conclusion of the event for events beginning after 6:00 p.m. and the balance of the images by 9:00 a.m. the day following the event.
- ix. Where requested, provide the "Top 3" images to the Technical Authority via email within one hour of the conclusion of the event. The "Top 3" images must meet or exceed the technical specifications (as defined in section D7. Technical Specifications) and be selected using the list of desired picture specifications provided in the request by the Technical Authority.
- x. Have the capacity to communicate both electronically and by telephone with the Technical Authority 7 days a week.
- xi. Acknowledge receipt of requests from the Technical Authority within four hours of the initial request 7 days a week.
- xii. Provide the Technical Authority with a password and 24 hour access to the Contractor's secure website archive or the Dropbox file hosting service archive whereby IRCC staff are able to retrieve these images at any time, until the end of the contract.
- xiii. Provide IRCC with a non-exclusive, transferable license for the use of the images taken. All rights of original material produced under this contract will belong to the Crown.
- xiv. Where requested, collect pertinent information such as the names of people in images, etc. at the time of shooting (for use in captions, titles, etc).
- xv. Where requested, obtain signed Personal Release and Consent Forms at Appendix F on site. Refer to section D6. Limitations and Constraints





- a) If the Contractor's secure website archive or the Dropbox file hosting service archive is unavailable, for whatever reason, the Contractor must at no extra charge:
 - i. Provide the "Top 10" images which meet or exceed the technical specifications (as defined in section D7. Technical Specifications) and are selected using the list of desired picture specifications provided in the request by the technical authority via email within one hour of photo shoot and upload all images to the IRCC's FTP site within three hours (website address will be provided at contract award).
 - ii. Courier a DVD or memory stick with all of the images from the event by close of business the day the event occurred. The DVD or memory stick must be received no later than 5:00pm EDT the following business day.

D6. Limitations and Constraints

The majority of the events will take place during normal business hours between 7:00 a.m. – 6:00 p.m. However, the Contractor will be requested to provide photographic services outside business hours at no extra cost to IRCC.

The IRCC on-site representative at the events will obtain signed Personal Release and Consent Forms from participants who are clearly visible in the photos (a legal guardian or parent must sign for all children under the age of majority in the province of residence). However, on rare occasions, the photographer at the event will obtain signed Personal Release and Consent Forms from participants who are clearly visible in the images (a legal guardian or parent must sign for all children under the age of majority in the province of residence). Before the images become public, IRCC will execute the following quality control process:

- a) View and determine if there are any children under the age of majority in the province of residence;
- b) Obtain signed Personal Release and Consent Forms from the Contractor; and
- c) Confirm if some or all Personal Release and Consent Forms are missing.

If any of the above actions are not met, the image(s) will not be used.

The Technical Authority will send an email to the Contractor at least twenty-four (24) hours in advance to request photographic services. As an example, requests will be made in the following format:

Date: Aug. 13, 2012 Time: 9:45-10:45 a.m. Event: News Conference and Photo Opportunity at the National Press Theatre. Minister or Representative: Minister XX Location: National Press Theatre, 150 Wellington Street, Ottawa, On Event Contacts: John Doe, IRCC, Cell: XX Desired Pictures: Minister speaking at the podium, including podium sign and

- Minister speaking at the podium, including podium sign and backdrop.
- Minister greeting clients of the Service Provider Organization.
- Minister answering questions in the media scrum.





On rare occasions, the Technical Authority will provide a notice between 15 minutes and 23 hours for photographic services. The Contractor must notify the Technical Authority if it is unable to provide the photographic services.

D7. Technical Specifications

- a) The images must meet the following technical specifications:
 - 1. RGB (minimum 8 bit);
 - 2. .JPG format;
 - 3. Dimensions of at least 3000 pixels by 2000 pixels; and
 - 4. Provide all images in Large (Original Size in high resolution) at a 256 colour depth.

D8. Travel

The photographers may be required to travel to an event outside of the city area identified in Appendix "H", City Listing Table. IRCC will reimburse <u>travel expenses related to mileage and parking only</u>, as per Appendix "C", Terms of Payment.

D9. Availability of Personnel

The Contractor certifies that he/she, its employees and subcontractors will be available to commence performance of the work from the Contract award date and will remain available to perform the work in relation to the fulfillment of this requirement.





APPENDIX "E", BASIS OF PAYMENT

During the period of the contract, the Contractor will be paid as specified below, for Work performed in accordance with the Contract.

All deliverables are F.O.B. Destination, and Canadian Customs Duty included and applicable taxes are extra.

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with this Basis of Payment, Appendix "E".

Canada's total liability to the Contractor under the Contract shall not exceed \$45,000.00 including all options and excluding travel expenses and applicable taxes. All cost/price proposals exceeding this value will render the bidder's cost/price proposal non-responsive, and will be eliminated from the competition.

Table A - Professional Services for the initial contract period (April 1st 2017 to March 31, 2018)

Category	(A) Level of effort*	(B) Firm All Inclusive Hourly Rate	(C) Total for Table A (C) = (A)x(B)
Photography Services	Up to 120 hours	To be provided by Bidder	To be provided by Bidder

Table B - Professional Services - First option period (April 1, 2018 to March 31, 2019)

Category	(A) Level of effort*	(B) Firm All Inclusive Hourly Rate	(C) Total for Table A (C) = (A)x(B)
Photography Services	Up to 120 hours	To be provided by Bidder	To be provided by Bidder

Table C - Professional Services – Second option period (April 1, 2019 to March 31, 2020)

Category	(A) Level of effort*	(B) Firm All Inclusive Hourly Rate	(C) Total for Table A (C) = (A)x(B)
Photography Services	Up to 120 hours	To be provided by Bidder	To be provided by Bidder

Total Bid Price

Total Bid Price = Sum of column (C) totals for Tables	To be provided by Bidder
A, B and C excluding applicable taxes	

*The volumetric data included in the pricing schedule below is provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.





APPENDIX F - PERSONAL RELEASE AND CONSENT FORM

Personal Release and Consent Form

Production title if applicable.....

Ι, _

(participant's name), agree to be photographed by Immigration, Refugees and Citizenship Canada (IRCC), and agree that IRCC will own all rights in perpetuity throughout the world in any resulting story, photograph and/or videotape for non-commercial use by the department at any time in the present or future in various forms such as print, video and electronic media.

I consent to the use and disclosure of elements of my personal information, contained in the said stories, photographs and/or videotapes.

I understand that my participation in the said project is voluntary and there will be no royalty fees paid to me by IRCC for the rights to use this material.

I understand that this personal information has been requested by IRCC for possible use with the public by the Minister of Immigration, Refugees and Citizenship Canada or IRCC officials, in any public forum and in any form or by any means, including statements in Parliament. Communication de renseignements personnels et formulaire de consentement

Titre du production si applicable.....

Je,(no
m du participant/e), accepte d'être
photographié(e) par le ministère des Citoyenneté et
Immigration Canada (IRCC). Je consens à ce que
IRCC détienne tout droit à perpétuité dans le monde
entier sur toute interview, photographie et/ou
vidéocassette afin qu'il puisse les utiliser à des fins
non commerciales sous diverses formes à tout temps
dans le présent et l'avenir, y compris dans des
documents imprimés, des documents vidéos et des
documents électroniques.
Je consens par la présente à l'utilisation et à la
divulgation de renseignements personnels me
concernant, contenus dans lesdites interviews,
photographies et/ou vidéocassettes.
Il est entendu que ma participation à ce projet est
volontaire et je sais que IRCC ne versera aucun
cachet pour les droits d'utilisation de ce matériel.
Un refus de participer n'aura aucune incidence
négative sur mes transactions futures avec IRCC.
Je comprends que les représentants de IRCC ont

Je comprends que les représentants de IRCC ont demandé ces renseignements personnels en vue d'une possible divulgation publique par le ministre ou des représentants de Citoyenneté et Immigration Canada, dans le cadre d'une tribune publique et dans tout format ou par tout moyen jugés pertinents, y compris des allocutions au Parlement. Je souscris à ce qui précède.

I agree with the above.

Print Name here/ Nom en lettres moulées:
Address/ Adresse:
Email/Courriel
Witness/ Témoin:
Print name here/ Nom en lettres moulées:
Job title if applicable/Titre au travail si plicable





APPENDIX "G", SECURITY REQUIREMENTS CHECKLIST (SRCL)

There is no security requirement associated with the requirement.





APPENDIX "H", CITY LISTING TABLE

City	Minimum number of Photographers Required	Minimum number of Photographers Available	Name	Phone Number
St. John's, Newfoundland	1	To be provided by Bidder	1. To be provided by Bidder	To be provided by Bidder
Charlottetown, Prince Edward Island	1	To be provided by Bidder	1. To be provided by Bidder	To be provided by Bidder
Halifax, Nova Scotia	2	To be provided by Bidder	 To be provided by Bidder To be provided by Bidder 	To be provided by Bidder To be provided by Bidder
Fredericton, New Brunswick	1	To be provided by Bidder	1. To be provided by Bidder	To be provided by Bidder
Moncton, New Brunswick	1	To be provided by Bidder	1. To be provided by Bidder	To be provided by Bidder
Saint John, New Brunswick	1	To be provided by Bidder	1. To be provided by Bidder	To be provided by Bidder
Quebec City, Quebec	1	To be provided by Bidder	1. To be provided by Bidder	To be provided by Bidder
Montreal, Quebec	2	To be provided by Bidder	 To be provided by Bidder To be provided by Bidder 	To be provided by Bidder To be provided by Bidder
Ottawa, Ontario	3	To be provided by Bidder	 To be provided by Bidder 	To be provided by BidderTo be provided by Bidder





London, Ontario	1	To be provided by Bidder	1. To be provided by Bidder	To be provided by Bidder
Kitchener- Waterloo, Ontario	1	To be provided by Bidder	1. To be provided by Bidder	To be provided by Bidder
Toronto, Ontario	3	To be provided by Bidder	 To be provided by Bidder 	To be provided by Bidder To be provided by Bidder
Winnipeg, Manitoba	2	To be provided by Bidder	 To be provided by Bidder To be provided by Bidder 	To be provided by Bidder To be provided by Bidder
Regina, Saskatchewan	1	To be provided by Bidder	1. To be provided by Bidder	To be provided by Bidder
Saskatoon, Saskatchewan	1	To be provided by Bidder	1. To be provided by Bidder	To be provided by Bidder
Calgary, Alberta	2	To be provided by Bidder	 To be provided by Bidder To be provided by Bidder 	To be provided by Bidder To be provided by Bidder
Edmonton, Alberta	2	To be provided by Bidder	 To be provided by Bidder To be provided by Bidder 	To be provided by Bidder To be provided by Bidder
Vancouver, British Columbia	3	To be provided by Bidder	 To be provided by Bidder 	To be providedby BidderTo be providedby Bidderby Bidderby BidderTo be providedby Bidder





APPENDIX "I", VENDOR INFORMATION AND AUTHORIZATION FORM

Vendor Name and Address					
Legal Status (incorp	orated, registered, etc.)				
GST or HST Registra Canada)	tion Number and/or Procurement Business Number (Revenue				
Name and Title of Pe	rson authorized to sign on behalf of Vendor				
Print Name	Title				
Signature	Date				
Central Point of Con	tact				
	nated the following individual as a central point of contact for all matters psed contract, including the provision of all information that may be				
Name and Title					
Telephone	Fax				
Email					
Each proposal must ir	clude a copy of this page properly completed and signed.				

