

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :**

Agriculture and Agri-Food Canada / Agriculture et Agroalimentaire Canada
Address: 1305 Baseline Road, Ottawa ON
Attn: Kyle Harrington
Email: kyle.harrington@agr.gc.ca

**REQUEST FOR PROPOSAL/
DEMANDE DE PROPOSITION**

Proposal To: Agriculture and Agri-Food 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 and service, and construction as listed herein and on any attached sheets at the price(s) set out therefore.

Proposition à : Agriculture et Agroalimentaire 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 et sur toute feuille ci-annexée, au(x) prix indique(s).

Comments-Commentaires

Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/ de l'entrepreneur

Issuing Office- Bureau de distribution

Agriculture and Agri-Food Canada / Agriculture et Agroalimentaire Canada

Corporate Materiel Management Centre/ Centre de gestion intégrée du matériel

Title/Titre: Agricultural Lifestyle Photography Services	
Solicitation No. – N° de l’invitation 01B68-22-0201	Date of Solicitation – Date de l’invitation February 9 th 2023
Solicitation Closes – L’invitation prend fin At – à : 14 :00 On-le : March 21st 2023	Time Zone - Fuseau Horaire EDT
Address Enquiries to: Adresser toutes questions à : Name : Kyle Harrington Email : kyle.harrington@agr.gc.ca	
Telephone No. – N° de téléphone N/A	FAX No. – N° de fax N/A
Destination- of Goods, Services, and Construction : Destination-des biens, services et construction:	
Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item. Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.	
Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/ de l'entrepreneur	
Name and title of person authorized to sign on behalf of Vendor/firm - Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur	
(type or print) - (taper or écrire en caractère d'imprimerie)	
Signature:	
Date:	

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PART 1 – GENERAL INFORMATION

1.1 INTRODUCTION

This document states terms and conditions that apply to bid solicitation # 01B68-22-0201 it is divided into seven parts plus annexes and, attachments as follows :

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;

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

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security, 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.

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

1.2 SUMMARY

- 1.2.1 This bid solicitation is being issued to satisfy the requirement of Agriculture and Agri-Food Canada. It is intended to result in the award of one (1) contract from contract award to March 31, 2024 with two option years at the discretion of AAFC.
- 1.2.2 AAFC requires the services of a supplier (photographer) who can provide research, artistic direction, photography services and high-resolution digital color photographs.

This Statement of Work (SOW) identifies the requirements for external photography services to capture lifestyle photos of the Agriculture and Agri-Food sector. The results of the service will contribute to images used to communicate how the sector adapted their operations after COVID-19 environment, and how food systems are interconnected and are integral to the well-being of communities through various media.

To engage and resonate with its various audiences when communicating about programs, services, food safety, security, and knowledge-sharing, it is a priority for AAFC to develop products that demonstrate the diversity and adaptability of modern agriculture and that are reflective of the sector across Canada.

The Contractor shall provide high-resolution digital colour photography services that reflect various scenarios including, but not limited to:

1. **Types of Farm / Ag operations**
2. **Consumers**
3. **Science Research**
4. **Transport and Economic and International themes**
5. **Specific Food**
6. **Processed Food**
7. **Sustainable solution/ green technology**

1.2.3 There is no Security component associated with this requirement.

1.3 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/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 \(2022-03-29\)](#) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

In the complete text content (except Subsection 1.0, Subsection 3.0, and Subsection 20): Delete "Public Works and Government Services Canada" and Insert "Agriculture and Agri-Food Canada". Delete "PWGSC" and Insert "AAFC".

Subsection 5.2 of Standard Instructions - Goods or Services - Competitive Requirements 2003 is amended as follows:

Delete: (d) send its bid only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) specified in the bid solicitation or, to the address specified in the bid solicitation, as applicable;

Insert: (d) send its bid only to the specified Bid Receiving Unit of Agriculture and Agri-Food Canada (AAFC) specified in the bid solicitation or, to the address specified in the bid solicitation, as applicable;

2.2 Submission of Bids

Unless specified otherwise in the RFP, bids must be received by the Contract Authority at the location identified by the date, time and place indicated on page 1 of the solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to AAFC will not be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time

the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

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 FPSs 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: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- 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 adjustment program.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **ten (10)** 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.6 Improvement of Requirement During Solicitation Period

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

2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

2.8 Basis for Canada's Ownership of Intellectual Property

Agriculture and Agri-Food Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#):

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- a. **Copies of Bid:** Canada requests that bidders provide their bid in separately bound sections as follows:

- i. Section I: Technical Bid
- ii. Section II: Financial Bid
- iii. Section III: Certifications not included in the Technical Bid

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 hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, bidders should:

- 1) Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) Unless otherwise noted, bidders are encouraged to submit bids electronically. If hard copies are required, bidders should:
 - a. 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
 - b. 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 demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement

contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment provided in Annex "B" of this bid solicitation. The total amount of Applicable Taxes must be shown separately, if applicable.

Section III: Certifications

Bidders must submit the 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. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- b. An evaluation team composed of representatives of the Identified User(s) will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- c. In addition to any other time periods established in the bid solicitation:
 - i. **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - ii. **Requests for Interviews:** If Canada wishes to interview the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirements of the bid solicitation, the Bidder will have 2 working days following notice by the Contracting Authority to make any necessary arrangements (at the Bidder's sole cost) for the interview to take place at a location specified by Canada.
 - iii. **Requests for Further Information:** If Canada requires additional information to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
 - A. Verify any or all information provided by the Bidder in its bid; or
 - B. Contact any or all references supplied by the Bidder (e.g., references named in the grids of individual resources) to verify and validate any information submitted by the Bidder.The Bidder must provide the information requested by Canada within two (2) working days of a request by the Contracting Authority.
 - iv. **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 Technical Evaluation

a. Mandatory Technical Criteria :

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "shall" or "mandatory" is a mandatory requirement. Bids that do not comply with

every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Annex C Technical Evaluation Criteria.

b. Point-Rated Technical Criteria:

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Annex C Technical Evaluation Criteria.

- i. A Technical Proposal Score (out of 100 points), will be computed for each technically responsive Bidder using the following formula:

Actual Score	x 70 =	Final Score
Maximum Score Attainable		<i>70% of Bidders Calculated Score</i>

Example: Given the Bidder has met the minimum threshold for the point-rated evaluation criteria

85	x 70 =	Final Score
100		59.500 out of 70

Note: Scores will be computed to a maximum of three decimal places.

Technically Responsive Proposal: A technically responsive proposal is a proposal that

- A. Meets the mandatory requirements and obtains the required minimum points specified in the bid solicitation for the criteria that are subject to point rating.

4.3 Financial Evaluation

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

In the Financial Proposal, the Bidder shall provide a **firm all-inclusive rate Per Photoshoot(s)** to provide the services requested in accordance with the statement of work as identified in **Annex B**.

The requirements of the Financial Proposal are detailed in **Annex B and C**.

Prices shall not appear in any area of the proposal except in the Financial Proposal.

All bids must be in Canadian dollars. Financial evaluations are calculated on the total cost of the project, excluding GST or HST (if applicable). Only the Canadian currency value for the bid will be used in evaluating a proposal. The Canadian currency value for a bid is fixed at the time of the proposal, irrespective of future changes in currency rate.

The failure by a company to bid in Canadian dollars (a mandatory requirement of the solicitation) is sufficient to make its proposal non-compliant. AAFC will reject a company's bid made in any other currency than Canadian.

Maximum Budget: The firm all-inclusive cost of the resulting contract must not exceed **\$130,500.00 CAD**. Any bids exceeding this value will be deemed non-compliant and given no further consideration.

4.4 Basis of Selection

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

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$125.00.

$$\frac{\text{Technical Score} \times \text{Ratio (70)}}{\text{Max Points}} + \frac{\text{Lowest Price} \times \text{Ratio (30)}}{\text{Bidder's Price}} = \text{Combined Score}$$

Example of Method of Selection:

Highest Combined Rating Technical Merit (70%) and Price (30%)			
Calculation	Technical Points	Price Points	Total Points
Proposal 1 - Tech = 88/100 - Price = \$200.00	$\frac{88 \times 70}{100} = 61.6$	$\frac{*125 \times 30}{200} = 18.75$	= 80.35
Proposal 2 - Tech = 82/100 - Price - \$130.00	$\frac{82 \times 70}{100} = 57.4$	$\frac{125 \times 30}{130} = 28.846$	= 86.246

Proposal 3 - Tech = 76/100 - Price = \$125.00*	$\frac{76 \times 70}{100} = 53.2$	$\frac{125 \times 30}{125} = 30$	= 83.2
<i>* Represents the lowest priced proposal Bidder 2 is successful with the highest combined rating of 86.246</i>			

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Legal Entity And Corporate Name

Please certify that the Bidder is a legal entity that can be bound by the contract and sued in court and indicate **i)** whether the Bidder is a corporation, partnership or sole proprietorship, **ii)** the laws under which the Bidder was registered or formed, **iii)** together with the registered or corporate name. Also identify **iv)** the country where the controlling interest/ownership (name if applicable) of the Bidder is located.

- i) _____
- ii) _____
- iii) _____
- iv) _____

Any resulting Contract may be executed under the following i) corporate full legal name and ii) at the following place of business (complete address) iii) telephone and fax number and email:

i) _____
ii) _____
iii) _____

Name

Signature

Date

5.2.2 Education/Experience Certification

We certify that all statements made with regard to the education and the experience of individuals proposed for completing the subject Work are accurate and factual, and we are aware that the Minister reserves the right to verify any information provided in this regard and that untrue statements may result in the proposal being declared **non-responsive** or in other action which the Minister may consider appropriate.

Name

Signature

Date

5.2.3 Price/Rate Certification

"We hereby certify that the price quoted have been computed in accordance with generally accepted accounting principles applicable to all like services rendered and sold by us, that such prices are not in excess of the lowest prices charged anyone else, including our most favoured customer for like quality and quantity so the services, does not include an element of profit on the sale in excess of that normally obtained by us on the sale of services of like quality and quantity, and does not include any provision for discounts or commissions to selling agents".

Name

Signature

Date

5.2.4 Validity Of Proposal

It is requested that proposals submitted in response to this Request for Proposal be:

- valid in all aspects, including price, for not less than one hundred and twenty (120) days from the closing date of this RFP; and,
- signed by an authorized representative of the Bidder in the space provided on the RFP; and,
- provide the name and telephone number of a representative who may be contacted for clarification or other matters relating to the Bidder's proposal.

Name

Signature

Date

5.2.5 Availability And Status Of Personnel

The Bidder certifies that, should it be authorized to provide services under any contract resulting from this RFP, the employees proposed in its proposal will be available to commence performance of the work within a reasonable time from contract award, or within the time specified herein.

If the Bidder has proposed any person in fulfilment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that it has written permission from such person to propose the services of such person in relation to the work to be performed in fulfilment of this requirement and to submit such person's résumé to the Contracting Authority.

During the proposal evaluation, the Bidder MUST upon the request of the Contracting Authority provide a copy of such written permission, in relation to any or all non-employees proposed. The Bidder agrees that failure to comply with such a request may lead to disqualification of the Bidder's proposal from further consideration.

Name

Signature

Date

5.2.6 FORMER PUBLIC SERVANT – STATUS AND DISLCOSURE

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 report.

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 the Goods and Services Tax or Harmonized Sales Tax.

Name

Signature

Date

5.2.7 JOINT VENTURES

In the event of a proposal submitted by a contractual joint venture, the proposal shall be signed by either all members of the joint venture or a statement shall be provided to the effect that the signatory represents all parties of the joint venture. The following will be completed if applicable:

1. The Bidder represents that the bidding entity is/is not (delete as applicable) a joint venture in accordance with the definition in paragraph 3.
2. A Bidder that is a joint venture represents the following additional information:

(a) Type of joint venture (mark applicable choice):

- _____ Incorporated joint venture
- _____ Limited partnership joint venture
- _____ Partnership joint venture
- _____ Contractual joint venture

_____ Other

(b) Composition (names and addresses of all members of the joint venture)

3. Definition of joint venture

A joint venture is an association of two or more parties who combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise. Joint ventures may be carried on in a variety of legal forms divided into three categories:

- (a) The incorporated joint venture;
- (b) The partnership venture;
- (c) The contractual joint venture where the parties combine their resources in the furtherance of a single business enterprise without actual partnership or corporate designation.

4. The joint venture team arrangement is to be distinguished from other types of Contractor arrangements, such as:

(a) Prime Contractor, in which, for example, the purchasing agency contracts directly with a Contractor (prime) who acts as the system assembler and integrator, with major components, assemblies and subsystems normally subcontracted;

(b) Associated Contractor, in which for example, the purchasing agency contracts directly with each of the major component suppliers and performs the integration tasks or awards a separate contract for this purpose.

5. If the Contract is awarded to an unincorporated joint venture, all members of the joint venture shall be jointly and severally responsible for the performance of the Contract.

Name

Signature

Date

5.2.8 INTEGRITY PROVISIONS

1. Ineligibility and Suspension Policy (the “Policy”), and all related Directives (2016-04-04), are incorporated by reference into, and form a binding part of the procurement process. The Supplier must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy](#).
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC’s Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the procurement process, the Supplier must provide the following:
 - a. by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement”; and
 - b. with its bid / quote / proposal, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
4. Subject to subsection 5, by submitting a bid / quote / proposal in response a request by AAFC, the Supplier certifies that:
 - a. it has read and understands the [Ineligibility and Suspension Policy](#);
 - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Supplier or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided with its bid / quote / proposal a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.

5. Where a Supplier is unable to provide any of the certifications required by subsection 4, it must submit with its bid/ quote / proposal a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
6. Canada will declare non-responsive any bid / quote / proposal in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Supplier provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Supplier to be ineligible for award of a contract for providing a false or misleading certification or declaration.

Certification:

I _____ (Suppliers name) understand that any information I submit in order for the department to confirm my eligibility to receive a contract may be shared and used by AAFC and /or PSPC as part of the validation process, and the results of verification may be publicly disseminated. Moreover, I am aware that any erroneous or missing information could result in the cancellation of my bid as well as a determination of ineligibility/suspension.

Name

Signature

Date

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

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

7.2.1 General Conditions

[2035](#) (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

[4007](#) (2010-08-16), Supplemental General Conditions – Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

7.4 Term of Contract

- a. **Contract Period** : The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes :
 - i. The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends March 31st, 2024; and
 - ii. The period, during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- b. **Option to Extend the Contract** :
 - i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one-year periods under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
 - ii. Canada may exercise this option at any time by sending a written notice to the Contractor 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 formal contract amendment.

c. Termination on Thirty Days Notice

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.

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.

7.5 AUTHORITIES

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kyle Harrington
Title: Senior Contracting Officer
Organization: Professional Services Contracting Unit,
Agriculture and Agri-Food Canada
Address: 1305 Baseline Road, Ottawa ON K1A 0C5
E-mail address: kyle.harrington@agr.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.

7.5.2 Project Authority

[To be provided at time of Contract award]

The Project Authority for the Contract is:

Name : [_____]
Title : [_____]
Organization : [_____]
Address : [_____]
Telephone : [_____]
E-mail address : [_____]

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

7.5.3 Contractor's Representative

[To be provided at time of Contract award]

Name : [_____]
Title : [_____]
Organization : [_____]
Address : [_____]

Telephone : [_____]

E-mail address : [_____]

Note to Bidders: The Contractor's Representative, Contracting Authority, Technical Authority and contact information will be identified at the time of contract award.

7.6 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: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment - Limitation of Expenditures

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 **\$ 130,500.00** Customs duties are included and Applicable Taxes are extra.

Canada will not pay any travel or living expenses associated with performing the Work.

7.7.2 Canada's Total Liability

A. 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:

1. when it is 75 percent committed, or
2. four (4) months before the Contract expiry date, or
3. As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

7.7.3 Method of Payment

Method of Payment Monthly 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:

- a. 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.

Payments will be made according to the following deliverables/payment schedule for the work completed as described in the Statement of Work in Annex "A" and in accordance with the terms herein this agreement and acceptance by the Departmental Representative.

7.7.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Direct Deposit (Domestic and International);
- b. Wire Transfer (International Only);

7.8 Invoicing Instructions

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d. The Contractor must provide the original of each invoice to the Project Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

The Contractor will submit invoices on its own form, which will include:

- (i) The date;
- (ii) The Contractor name and address;
- (iii) The Destination (name and address of the client department);
- (iv) Contract serial number; 01B68-22-0201
- (v) Financial codes, including GST or HST (as applicable) registration number;
- (vi) Description of the Work;

(viii) The total dollar amount of the invoice is based;

(ix) The amount invoiced (exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as appropriate) and the amount of GST or HST, as appropriate.

7.9 Certifications and Additional Information

7.9.1 Compliance

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

7.10 Applicable Laws

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

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2035](#) (2022-12-01), General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex D, Photo Model Agreements;
- (f) the Contractor's bid dated _____ *(to be inserted at the time of contract award)*

7.12 Foreign Nationals *(the applicable clause will be inserted at the time of contract award)*

SACC Manual clause [A2000C](#) (___-__-__) Foreign Nationals (Foreign Contractor)

SACC Manual clause [A2001C](#) (___-__-__) Foreign Nationals (Canadian Contractor)

7.13 Insurance Requirements

SACC Manual clause [G1005C](#) (2016-01-28), Insurance

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

7.14 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

(b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.

(c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.

(d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX “A” STATEMENT OF WORK

1. Introduction

The purpose of this requirement is to put in place a contract with a photographer for the purchase of lifestyle photos of the Agriculture and Agri-Food sector. The results of the service will contribute to images used to communicate how the sector adapted their operations after COVID-19 environment, and how food systems are interconnected and are integral to the well-being of communities through various media.

To engage and resonate with its various audiences when communicating about programs, services, food safety, security, and knowledge-sharing, it is a priority for AAFC to develop products that demonstrate the diversity and adaptability of modern agriculture and that are reflective of the sector across Canada.

2. Background

Agriculture and Agri-Food Canada (AAFC) has an in-house graphic design team that create various material for internal and external use to support departmental priorities. In addition, AAFC maintains an image bank that is used both internally and externally by partners.

The results of the service will contribute to AAFC’s communication projects that involve print and digital materials for both internal and external audiences. These may include, but are not limited to, the following:

- Education, marketing, and awareness products (pamphlets, newsletters, posters, in-store promotions and signage)
- Reports, plans, and policy documents
- Electronic media graphics – for web sites, social media, and videos
- Conference and event materials (displays, banners, presentation slides)

Selected images will be made available to AAFC department staff and other approved users through the departmental image asset bank (www.agri-images.com).

3. Objectives

AAFC requires the services of a supplier (photographer) who can provide research, artistic direction, photography services and high-resolution digital color photographs.

This Statement of Work (SOW) identifies the requirements for external photography services to capture lifestyle photos of the Agriculture and Agri-Food sector. The results of the service will contribute to images used to communicate how the sector adapted their operations after COVID-19 environment, and how food systems are interconnected and are integral to the well-being of communities through various media.

To engage and resonate with its various audiences when communicating about programs, services, food safety, security, and knowledge-sharing, it is a priority for

AAFC to develop products that demonstrate the diversity and adaptability of modern agriculture and that are reflective of the sector across Canada.

4. Scope of Work

The Contractor shall provide high-resolution digital colour photography services that reflect various scenarios including, but not limited to:

- 1. Types of Farm / Ag operations**
- 2. Consumers**
- 3. Science Research**
- 4. Transport and Economic and International themes**
- 5. Specific Food**
- 6. Processed Food**
- 7. Sustainable solution/ green technology**

In addition to creative services, the project includes consultation with the AAFC Project Authority. Once consultations and work plans are approved, the Contractor is to provide on-location and in-studio photography services. The AAFC Project Authority will find the locations for the shoot.

Photographer will need to provide the products for the studio photography.

The Contractor will arrange for and manage any requirements for talent (photography models), and any other services required during the entire length of the contract. We expect 2 talent models per shoot, sometimes it could be more or less. The contractor will be required to identify secure models that are representative of Canada's diverse and inclusive workforce and arrange for travel to and from each location. The contractor will need to validate with the project officer.

The Contractor may use a variety of photography approaches (selective focus, tilted plates, various angles, extreme close-ups) and creative techniques.

Time on location for photo shoots will vary accordingly. The supplier will be required to coordinate with AAFC staff in advance of the shoot.

The contractor will be required to coordinate an anticipated shot list with AAFC staff in advance of the shoot.

5. Tasks and Requirements

- Partner branding, logos/graphic identifiers are not permitted
- All food items must follow MADE in CANADA and/or PRODUCT of CANADA guidelines or be identified as otherwise.
- All images must have been taken in Canada.
- Images should focus on food and people. All images must have been taken in Canada. Proper use of masks and limited group size. People must be diverse, men and women
- and non-binary gender identities, if possible, young to senior and represent different ethnic groups.

- Appropriate Model (A5151-E) and Property Release (A5153) Forms are required for all persons and/or privately owned properties in photographs. These models will be provided by AAFC.
- We expect a minimum of 2 shoots per subjects area, could be more to capture the list. 50 photos maximum per shoot.

Subject Area	Specifics – Images showing:
Types of Farm / Ag operations	<ul style="list-style-type: none"> • Livestock – poultry, egg, sheep, dairy cow all types of animal production. • Alternative Livestock – bison and deer/elk, fowl • Fisheries/Fish farms • Aquaculture (Oysters, mussels, etc) • Pulses • Maple – production and processing • Field of different types of squash • Farmers working in farm office setting, or in workshop (where planning takes place) • Farmers in discussion with accountants or other professional consultants, and on-farm professionals to reinforce sustainability, etc. (Researchers, veterinarians, Food inspectors) • Multi-generational Farm family to illustrate that 98% of farms are family-run • Young people on farm alongside older workers, sharing knowledge • Picture of woman working in a small garden • Someone having a conversation with a farmer • Visiting a Farm: Maple syrup season, to go strawberry/blueberry picking, to buy Corn/Veggies, to buy eggs, to buy pumpkins, to go apple picking, and to visit a winery.
Consumers in different context	<ul style="list-style-type: none"> • Families shopping and selecting food in range of settings (markets, retail) • Parents with young children preparing food • Single people, couples without children, and seniors preparing a meal/cooking • People with different physical abilities (Ex. people with their guide or support dogs, people with hearing aids, people in wheelchairs, people with artificial limbs etc.) preparing and enjoying food. • People enjoying/preparation - cooking /storing food /eating food / as part of their everyday life • Composting • Shoppers at supermarkets and stores • Grocery store employees • Seasonal produce (winter, spring, summer and fall) • People buying products at the farm shop • Someone buying food from a farm stall
Science Research	<ul style="list-style-type: none"> • Animal health monitoring systems (hog system to feed animal) • Robotics – automated feeders • New microbiology equipment in modern lab • Plant breeding for new crop/horticultural varieties • Computer technology • Scientist studying bees • Geo-mapping systems – used in monitoring crop health • Grain drying systems • Animal health monitoring systems (hog system to feed animal) • Robotics – automated feeders
Transport and Economic and International themes	<ul style="list-style-type: none"> • Grain silo action shots • Shipping and transport of agricultural products, such as containers at shipping ports, export vessels, trains, trucks, etc.

	<ul style="list-style-type: none"> • Different stages of exporting (loading, transporting, receiving, etc.)
Specific Food	<ul style="list-style-type: none"> • Canola • Pulses • Potatoes • protein foods • whole grain foods • Bars, (granola, etc) • dairy • Fruits and vegetables • Basket of seasonal food • Preserves (pickles, soups, etc.) • Luncheon meats, sliced • Hand holding ice cream • Processed food products: cans, boxes, bags, bakery goods, etc. • Mussels and other seafood products • Fresh tuna • Condiments • Beverages (alcohol and non-alcoholic) • Meat • Fish • Tea • Eggs
Processed Food	<ul style="list-style-type: none"> • Processors plant: Food processing techniques including food moving along an assembly line, computerized equipment, and food safety analysis (Ex. Various meat products, frozen foods, seafood, vegetables, preserves, bakery goods, cans and processed condiments, etc.)
Sustainable solutions/ Green technology	<ul style="list-style-type: none"> • Improving soil health • Reducing pesticides use • Reducing GHG emissions • Reducing food loss and waste • Preserving biodiversity • Preserving water • Biofuels and related • Value-added plant-based protein • Composting and using nutrients to enrich soil • Growing a garden

THE CONTRACTOR SHALL:

- Communicate over teleconferencing or in person with AAFC's Project Authority for an initial kick-off meeting and creative briefing.
- Provide high-resolution digital colour photography services for subjects identified in the shot list developed by the Project Authority.

- Ensure that in photographic images subjects are well-lit and that shots are aesthetic, but not overly artistic to ensure the photo can be used in any context.
- Ensure that the photographs are captured at high resolution (minimum of 300 dpi – 9x14 without interpolation).
- Ensure that all images are calibrated and that they are subject to appropriate quality control.
- Provide a digital contact sheet after the shoot during a timeframe agreed upon with AAFC’s Project Authority, from which the Project Authority will select photos.
- Do touch-ups and edits on photographs selected by the designated AAFC representative, as needed.
- Provide final jpeg, high resolution image files of all photographs taken during photo sessions as specified in deliverables.

6. Deliverables and Schedule

This contract shall be valid between the date of contract award to March 31st, 2024 with option of extending the contract for 2 years.

Each photoshoot will be coordinated in advanced. Set-up at a mutually agreed upon date and time between the Project Authority and Contractor.

Contractor shall provide all package photos from each subject and location.

Some photoshoots may not occur, and others may be changed or proposed at the sole discretion of the Project Authority.

The Contractor shall provide AAFC with a digital contact sheet, from which the Project Authority shall select photographic images to be delivered. The Contractor shall deliver photographic images selected by AAFC’s Project Authority by File Transfer Protocol (ftp) site or by other mutually agreed upon file transfer method.

7. Resources and Level of Effort

Responsibility of Contractor

- The Contractor is responsible for seeking out and executing the work as required in the Scope of Work and the Task and Deliverables above.

Responsibility of Project Authority

- The Project Authority will be responsible for providing the contractor with a list of all photo shots (as iterated above).
- The Project Authority will provide guidance and leadership for the project.
- The Project Authority will attend all photo shoots.

8. Language of Work

Communications will be conducted in both English and French.

9. Location of Work and Travel

- Travel is to be arranged by the Contractor. Related work and travel costs are to be assumed by the contractor.
- Meetings with clients from AAFC will take place over the phone and in person if required.
- Driving travel is anticipated.
- Any travel expense incurred as a result of this contract will be the sole responsibility of the Contractor. AAFC will not assume any travel expense resulting from this contact.

10. Intellectual Property (IP) Ownership / Copyright

Although AAFC will retain all rights in the takes, including copyright, the Contractor may reproduce the images for portfolio purposes only. Copies of all images will also be provided to the owners of the locations where the photos are taken. Copyright in said photographs shall vest in Canada and shall be administered by the Minister of AAFC. The Contractor shall ensure that the moral rights in the photographs are waived—in writing—by the photographer, and shall provide the written waiver to AAFC, together with the digital photographs. AAFC may, at its discretion, identify the photographer by name in the Intranet and web catalogue in which it files the digital photographs. AAFC may also share use of photos with other organizations, businesses, and individuals as deemed acceptable by AAFC.

ANNEX “B”
BASIS OF PAYMENT

1.0 General

Payment shall be in accordance with **article 7.7.3 of Part 7, Method of Payment and 7.8 Invoicing Instructions.**

2.0 Pricing Basis

The Contractor shall be paid in accordance with the following for work performed under the Contract.

For the Work described in Annex A, Statement of Work, the Contractor will be paid a Firm all-inclusive price per photoshoot.

The firm all-inclusive rates specified are inclusive of overhead expenses such as administrative support, facsimile, courier, photocopying, mail, word processing, other operating costs and any time spent travelling from the specified individual’s work location to a specific pre-authorized work assignment that outside the NCR.

Accordingly, separate billing of any items related to the routine cost of doing business or time spent travelling will not be permitted under any resulting contract;

CONTRACT VALUE

The contract has a maximum value of **\$130,500.00** (HST extra), inclusive of any amendments and extensions.

AAFC is estimating the following allocation of funds. However, this is an initial estimation of usage, for evaluation purposes only, and will not necessarily reflect actual amounts spent by fiscal year.

Funds will be re-profiled as required.

Period of the Contract	Dates	Limitation of Expenditure
Initial Period	Contract award to March 31, 2024	\$43,500.00
Option 1	April 1, 2024 to March 31, 2025	\$43,500.00
Option 2	April 1, 2025 to March 31, 2026	\$43,500.00
	Professional Services subtotal I	\$130,500.00
	HST calculated on the Professional Services	\$16,965.00
	Total including Taxes	\$147,465.00

Payment shall be made based on the deliverables described in the Statement of Work and the acceptance and satisfaction of the deliverables by the Project Authority.

Fee Schedules

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid no more than the all-inclusive rate Per Photoshoot(s) required by AAFC in CAD, as provided within the Contractor’s Proposal and as stipulated below. The identified Firm rate per Photoshoot(s) apply to all services delivered within the time period identified in the table below. Any changes in rate Per Photoshoot(s) come into effect only upon the commencement of the subsequent period as indicated in the table below:

Resource Category	Resource Name	Initial Contract Period	Option Period #1	Option Period #2
		Award to March 31, 2024	April 1, 2024 to March 31, 2025	April 1, 2025 to March 31, 2026
		(\$CAD)	(\$CAD)	(\$CAD)
Photographer				

ANNEX “C”

EVALUATION PROCEDURES & CRITERIA TECHNICAL PROPOSAL

It is essential that the elements contained in the Proposal be stated in a clear manner and in sufficient depth to allow for evaluation by the evaluation team.

1.0 METHOD OF SELECTION – HIGHEST COMBINED SCORE OF TECHNICAL MERIT AND PRICE

- 1.1 The evaluation process is designed to identify the most qualified contractor to provide services as stipulated in the Statement of Work (Annex A).
- 1.2 This section comprises the detailed Proposal requirements that will be used to evaluate Bidders’ responses to the Request for Proposal (RFP).
- 1.3 The mandatory requirements under section 2.0 will be evaluated on a compliant/non-compliant basis. The Proposals must include the necessary documentation to demonstrate this compliance.

Bidders must indicate whether they comply with the mandatory requirements below (section 2.0) and indicate the location (page, paragraph number, etc.) of the information provided in the Technical Proposal to support the requirements.

- 1.4 The selection of the responsive Proposal will be made on the basis of the **HIGHEST OVERALL SCORE** for both the technical and financial proposals. Highest overall score will be determined by adding the technical and financial points obtained.

The Bidders’ Technical and Financial proposals will be scored separately. An Overall Proposal Score will be determined by combining a Bidder’s Technical Proposal Score and Financial Proposal Score in accordance with the following weights:

<i>Technical Proposal</i>	=	70%
<i>Financial Proposal</i>	=	30%
<i>Overall Proposal</i>	=	100%

1.5 To be considered Responsive, a Proposal must:

- 1- Meet all the mandatory requirements specified in section 2.0 below;
- 2- Achieve the **minimum passing score (70%) identified overall in rated criteria.**

Proposals which do not meet these mandatory or minimum point requirements shall not be given further consideration.

The responsive Proposal which receives the highest score of the combined points for

the **Technical Proposal** rated requirements (**70%**) and the **Financial Proposal** rated requirements (**30%**) will be selected as the successful Proposal.

$$\frac{\text{Technical Score} \times \text{Ratio (70)}}{\text{Max Points}} + \frac{\text{Lowest Price} \times \text{Ratio (30)}}{\text{Bidder's Price}} = \text{Combined Score}$$

Example of Method of Selection:

Highest Combined Rating Technical Merit (70%) and Price (30%)			
Calculation	Technical Points	Price Points	Total Points
Proposal 1 - Tech = 88/100 - Price = \$200.00	$\frac{88 \times 70}{100} = 61.6$	$\frac{*125 \times 30}{200} = 18.75$	= 80.35
Proposal 2 - Tech = 82/100 - Price - \$130.00	$\frac{82 \times 70}{100} = 57.4$	$\frac{125 \times 30}{130} = 28.846$	= 86.246
Proposal 3 - Tech = 76/100 - Price = \$125.00*	$\frac{76 \times 70}{100} = 53.2$	$\frac{125 \times 30}{125} = 30$	= 83.2
* Represents the lowest priced proposal Bidder 2 is successful with the highest combined rating of 86.246			

- 1.6 The cost of the Proposal will be evaluated in CANADIAN DOLLARS, Goods and Services Tax (GST)/Harmonized Sales Tax (HST) excluded, FOB destination for goods/services, Customs Duties and Excise Taxes included.
- 1.7 Failure of a Proposal to provide information in sufficient detail and depth to permit evaluation against the identified criteria may render a Proposal non-responsive. **All Proponents are advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not be considered to be “demonstrated” for the purpose of the evaluation. All professional experience must be fully demonstrated in the Proposal (i.e., dates, number of years and months of experience).**
- 1.8 The Bidders acknowledge and agree that Canada is not responsible to search for, and therefore evaluate, information that is not properly referenced or is not otherwise provided in accordance with the Bid Preparation Instructions in Part 3.
- 1.9 Bidders shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Annex A).
- 1.10 In the event two or more responsive proposals achieve the identical COMBINED SCORE, the proposal with the **highest technical score** will be considered the successful proposal.

2.0 POINT RATED REQUIREMENTS

- 2.1 The Bidder must address the rated requirements in sufficient detail so that an in-depth evaluation is possible. These criteria will be used by Agriculture and Agri-Food Canada to evaluate each Proposal. The assessment by AAFC will be based solely on the information contained in the Proposal. An item not addressed will be given zero (0) points under the point rated system. AAFC may, but is not obligated to, ask the Bidder for clarifications.

The Bidder is requested to use the tables provided to identify where the information can be found in the proposal (i.e.: Identify the file/ page / project number, etc.).

The rated requirements have been selected to provide evaluators the ability to assess bidder's capacity and ability to conduct the trial work for which a proposal has been submitted. The marking scheme reflects a balance between complexities of the criteria evaluated weighted towards the criteria deemed critical to the success of the trial (Each criteria will be marked according to completeness, clarity, and rationales provided).

- 2.2 Cutting and pasting wording from the RFP into the proposal does not constitute demonstrating the requirement. Experience **must** be demonstrated by citing specific examples of work performed that relates to the specific evaluation criteria. If the Bidder's response does not fully and clearly demonstrate that the requirement is met by the information cited, then information provided will not be considered.
- 2.3 The technical bid must substantiate the compliance with the specific articles of Annex "C", which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified.
- 2.4 For Point Rated Requirements partial points will be awarded based upon each rated criteria.

3.0 MANDATORY REQUIREMENTS

- 3.1 The mandatory requirements listed in the table below will be evaluated on a simple Pass/Fail (i.e. compliant/non-compliant) basis. Proposals that fail to meet one of the mandatory requirements will be deemed non-compliant and given no further consideration.
- 3.2 Proposals must demonstrate compliance with all of the mandatory requirements as described below and must provide the necessary documentation to support compliance in order to be evaluated on the basis of the point-rated evaluation criteria. In any "Cross-Reference" columns, **Bidders should indicate the location (e.g. file, page)**

Mandatory Evaluation Criteria		Met	Not Met
MR1	<p>The Bidder MUST provide previous project experience identified below. The following experience MUST have occurred over the last four (4) years preceding the bid closing date:</p> <ul style="list-style-type: none"> • Photography services and high-resolution digital color photographs. • Variety of photography approaches (selective focus, tilted plates, various angles, extreme close-ups) and creative techniques. • Photography experience in the agriculture sector <p>The Bidder MUST provide samples with an online gallery or a contact-sheet in pdf for two (2) projects that include (50 photos maximum for each project)</p>		
MR2	<p>The Bidder MUST have the capacity to communicate in both English and French</p> <p>To fulfill this requirement, the Bidder must provide a minimum of <u>two</u> references who can verify the proposed individual's linguistic capabilities. The references must include:</p> <ul style="list-style-type: none"> - Name; - Telephone number; - E-mail address. <p><i>Alternatively, the bidder may identify a subcontractor who will provide these bilingual services at the bidder's expense.</i></p>		
ALL MANDATORY EVALUATION CRITERIA		ALL MET	

Point-Rated Evaluation Criteria

- Proposals meeting all Mandatory Evaluation Criteria will be further evaluated against the following Point-Rated Evaluation Criteria, using the evaluation factors and weighting indicators specified below.
- Bidders must meet a minimum pass mark of 70% on the entire Point-Rated Evaluation Criteria. Each Bidder that does not meet the minimum required scores will be deemed non-compliant and will not proceed in the evaluation process. Each Bidder will be evaluated separately against the Point-Rated criteria.

- Any additional information provided by Bidders will not be evaluated.
- The Bidder should address the rated requirements in the order in which they are listed and in sufficient detail so that an in-depth evaluation is possible. These criteria will be used by Agriculture and Agri-Food Canada to evaluate each Proposal. The assessment by AAFC will be based solely on the information contained in the Proposal. An item not addressed will be given zero (0) points under the point rated system. AAFC may, but is not obligated to, ask the Bidder for clarifications.
- The Bidder is requested to use the following table to identify where the information can be found in the proposal (i.e.: Identify the page / project number, etc.)

Criteria	RATED REQUIREMENTS	Page No.	Max Points
R1	<p>The Bidder should provide up to five (5) previous project examples that encompass the following:</p> <ul style="list-style-type: none"> • Photography services and high-resolution digital color photographs. • Variety of photography approaches (selective focus, tilted plates, various angles, extreme close-ups) and creative techniques. <p>The Bidder should provide samples with an online gallery or a contact-sheet in pdf for the proposed projects. (50 photos maximum for each project)</p> <p>For each project, the Bidders should provide:</p> <ul style="list-style-type: none"> • Context including the client; • Objectives; • Audience. <p>For each project, the Bidder should detail:</p> <ul style="list-style-type: none"> • Creative approach; • How did you work with your client; • Performance related to budget, time and environment; • Challenges and resolution approach. <p><u>RATING SCALE:</u></p> <p><i>The Bidder will receive up to 20 points for each example. Full points will be awarded if all the requested information is provided. Point reductions are based on the amount of requested information that is not provided.</i></p> <p><i>Five (5) Bonus Points per project will be attributed to projects related to the agricultural sector.</i></p>		100
TOTAL POINTS – RATED REQUIREMENTS			100

APPENDIX D

Photoshoot Agreement Forms



MODEL AGREEMENT (A)
AUTHORIZATION TO TAKE AND USE PHOTOGRAPH

I, _____, hereby grant the Department of Agriculture and Agri-Food Canada and its employees, contractors and agents, the right and permission to take photographic portraits or pictures of me or of the Minor or in which I or the Minor may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations, made through any medium at the photographer's studios or elsewhere.

I also hereby authorize the departments, agencies and Crown corporations of the Government of Canada and any other government, as well as associations or other industry groups who promote or are involved in the promotion of Canadian food or agricultural products and who are authorized by the Government of Canada for these purposes, to use, re-use, reproduce, further modify, publish, and republish the said photographic portraits or pictures, or any others which I may provide, in any and all media now or hereafter known (including, without limitation, the Internet or any other electronic form of publication as well as paper reproduction and publication), for any purpose whatsoever, and to authorize reproduction by any end-user. Any such use, reproduction and publication of my photographic portraits or pictures may be made in conjunction with any other published matter or text, in color or otherwise, and may be made in conjunction with my own or a fictitious name, as the user sees fit.

I hereby waive any right that I may have to inspect or approve the finished product or products and the proofs, advertising copy, or other matter that may be used in connection therewith or the use to which it may be applied.

I release and discharge Her Majesty the Queen in Right of Canada, and all persons acting under this Authorization, and their respective heirs, legal representatives, and assigns, from any liability resulting from the publication of the photographic portraits or pictures referenced above, and from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of the said portraits or pictures or in any subsequent processing thereof, including without limitation any claims for defamation or violation of any right of publicity or privacy or personality right or any "droit à l'image".

I understand that no compensation will be paid with respect to this Authorization, and agree that I may not withdraw this Authorization except upon giving the Communications Office of the Department of Agriculture and Agri-Food Canada, and any known users of the photograph(s) as identified by the Department, two (2) months' prior written notice of withdrawal. I agree that this Authorization and release shall bind my heirs, representatives, and assigns, and shall inure to the benefit of any persons authorized hereunder and their respective heirs, representatives, successor and assigns.

I declare that I am of legal age and have the right to contract in my own name or for the Minor. I have read this Authorization before I signed it and I fully understand its contents.

Signature of person giving authorization Date

Print Name, Address, telephone number

If giving authorization on behalf of minor, indicate whether parent or guardian

Print Name of Minor Witness

Photo Description (describe the scene)





MODEL AGREEMENT (C)
AUTHORIZATION TO TAKE AND USE
PHOTOGRAPH OF PROPERTY

AUTORISATION DU MODÈLE (C)
AUTORISATION DE PRENDRE ET D'UTILISER LA
PHOTOGRAPHIE D'UNE PROPRIÉTÉ

I, _____, being the legal owner of, or having the right to permit the taking and use of photographs of, certain buildings and property located at _____ (the "Property"), do hereby grant the Department of Agriculture and Agri-Food Canada and its employees, contractors and agents, the right and permission to take photographs of the Property, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations, made through any medium at the photographer's studios or elsewhere.

Je, _____, étant le propriétaire des bâtiments et de la propriété situés au _____ ou étant en droit d'accorder l'autorisation de les photographier, autorise par les présentes le ministère de l'Agriculture et de l'Agroalimentaire et ses employés, entrepreneurs et mandataires à les prendre en photo (les photographies), en tout ou en partie, étant entendu que les photographies ainsi prises peuvent, quel que soit le support ou le média, faire l'objet d'un montage ou de modifications de toute nature, à l'atelier du photographe ou ailleurs.

I also hereby authorize the departments, agencies and Crown corporations of the Government of Canada and any other government, as well as associations or other industry groups who promote or are involved in the promotion of Canadian food or agricultural products and who are authorized by the Government of Canada for these purposes, to use, re-use, reproduce, further modify, publish, and republish the said photographic portraits or pictures, or any others which I may provide, in any and all media now or hereafter known (including, without limitation, the Internet or any other electronic form of publication as well as paper reproduction and publication), for any purpose whatsoever, and to authorize reproduction by any end-user. Any such use, reproduction and publication of my photographic portraits or pictures may be made in conjunction with any other published matter or text, in color or otherwise, and may be made in conjunction with my own or a fictitious name, as the user sees fit.

Par les présentes et à quelque fin que ce soit, j'autorise également les ministères, organismes et sociétés d'Etat du gouvernement du Canada et tout autre gouvernement, ainsi que tout association ou autre groupe qui promouvoit ou est impliqué dans la promotion des aliments ou des produits agricoles canadiens, agissant avec l'autorisation du gouvernement du Canada à utiliser, réutiliser, reproduire, modifier, publier et publier à nouveau, quel que soit le support ou le média (notamment Internet, une publication sous forme électronique, une reproduction sur papier ou un document publié), qu'il soit connu ou mis au point à l'avenir, les photographies susmentionnées ou toute autre photographie que j'aurai fournie, et à permettre leur reproduction par tout utilisateur final. Les photographies visées par les présentes peuvent être ainsi utilisées, reproduites ou publiées avec tout matériel ou document publié, en couleurs ou autrement, et en les associant à mon nom ou à un nom fictif, au gré de l'utilisateur.

I hereby waive any right that I may have to inspect or approve the finished product or products and the proofs, advertising copy, or other matter that may be used in connection therewith or the use to which it may be applied.

Je renonce par les présentes à tout droit d'inspecter ou d'approuver, selon le cas, le produit fini, les épreuves, le texte publicitaire et tout autre matériel utilisé de façon connexe, de même que l'usage qui pourrait en être fait.

I release and discharge Her Majesty the Queen in Right of Canada, and all persons acting under this Authorization, and their respective heirs, legal representatives, and assigns, from any liability resulting from the publication of the photographs referenced above, and from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of the said portraits or pictures or in any subsequent processing thereof.

Je dégage et libère Sa Majesté la Reine en chef du Canada et toutes les personnes agissant en vertu des présentes ainsi que leurs héritiers, représentants légaux et ayants droit respectifs de toute responsabilité pouvant découler de la publication des photographies visées par les présentes et de toute responsabilité découlant de tout flou, déformation, altération, illusion optique, ou montage, intentionnels ou non, pouvant se produire ou être produits lors de la prise des photographies ou lors de tout traitement subséquent.

I understand that no compensation will be paid with respect to this Authorization, and agree that I may not withdraw this Authorization except upon giving the Communications Office of the Department of Agriculture and Agri-Food Canada, and any known users of the photograph(s) as identified by the Department, two (2) months' prior written notice of withdrawal. I agree that this Authorization and release shall bind my heirs, representatives, and assigns, and shall inure to the benefit of any persons authorized hereunder and their respective heirs, representatives, successor and assigns.

Je conviens que je ne recevrai aucune indemnisation ou rémunération par suite de la signature de la présente autorisation ou à l'égard de celle-ci et que je ne peux la retirer à moins d'avoir donné un préavis écrit de deux mois au Bureau des communications du ministère de l'Agriculture et de l'Agroalimentaire et à tout utilisateur des photographies visées par les présentes, désigné par le ministère. Je conviens également que la présente autorisation lie mes héritiers, représentants et ayants droit et qu'elle est au bénéfice des personnes autorisées à agir en vertu des présentes et de leurs héritiers, représentants légaux et ayants droit respectifs.

I declare that I am of legal age and have the right to contract in my own name. I have read this Authorization before I signed it and I fully understand its contents.

Je déclare être majeur et capable de contracter. J'ai lu ce qui précède et je déclare en comprendre entièrement la teneur.

Signature of person giving authorization - Signature de la personne qui donne l'autorisation Date

Print Name, Address, telephone no. - Nom en lettres moulées, adresse, n° de téléphone

Witness - Témoin

Photo Description (describe the scene) - Description de la photo (décrivez la scène)

AAAF / AAC5153 (2006/02)

White - Office Yellow - Model
Blanche - Bureau Jaune - Modèle

