



CITY OF KENORA
REQUEST FOR PROPOSALS

Photography Services

REQUEST FOR PROPOSAL (“RFP”) WITH RESPECT TO THE:

[Photography Services] (the “Work”)

1.0 INTRODUCTION

1.1 Purpose of RFP

- 1.1.1 The City of Kenora (the “City”) seeks innovative proposals from interested parties for the following:

The City is looking to engage a proponent to provide photography services on an as needed basis until December 31st, 2024. The successful proponent will work with the City to capture images of live events and activities that will be used for marketing and promotional efforts by the municipality.

Specific details are set out and described in Schedule “A” of this document.

(“the Work”).

Proponents are required to submit Schedules B, C, D and E as a part of the proposal.

- 1.1.2 If the City receives a proposal acceptable to it, the City will select one (1) or more parties who submitted a proposal (the “Proponents”) with whom the City, in its sole and unfettered discretion, will negotiate regarding the terms of a contract (the “Contract”) to perform the Work.

1.2 Submission of RFP

- 1.2.1 Proponents shall submit their Proposal in an envelope marked “City of Kenora Request for Proposal for **“Photography Services”** (the “Proposals”) on or before 11:00:00 a.m. CDT on **Thursday, April 11, 2024** (the “RFP Closing Time”) to:

**City of Kenora
1 Main Street South
Kenora, ON P9N 3X2
Attention: Heather Pihulak
hpihulak@kenora.ca**

RE: Photography Services

Electronic copy submissions will be accepted by the City

No faxed submitted Proposals will be accepted by the City.

- 1.2.2 Proposals will be opened following the RFP Closing Time. No Proposal(s) submitted after the RFP Closing Time will be accepted.
- 1.2.3 Each Proponent may submit only one Proposal. Collusion between Proponents will be sufficient cause for the affected proposal(s) to be rejected outright by the City without further consideration.
- 1.2.4 Any inquiries respecting this RFP should be directed to:

Josh Nelson, Tourism Development Officer

jnelson@kenora.ca

807-467-2986

- 1.2.5 Each Proponent shall designate within 5 days of the receipt of this RFP, and no later than 7 calendar days prior to the RFP Closing Time of this RFP, one (1) person to whom any additional information, as may be deemed relevant to this RFP by the City, may be communicated. The name and contact information is to be emailed to the City's designated contact person indicated in paragraph 1.2.4 above noted.
- 1.2.6 The City is under no obligation to respond to any inquiry submitted to it in respect of this RFP.
- 1.2.7 If the City, in its sole and unfettered discretion, determines that a written response to an inquiry is warranted, a written response will be prepared and distributed to all Proponents who have requested a copy of this RFP and completed the acknowledgment form. Such written response(s) will be issued in the form of an addendum to this RFP, and will be deemed to be part of this RFP.
- 1.2.8 No inquiry submitted to the City will be responded to after **April 10, 2024**.

1.3 General Conditions Applicable to this RFP

1.3.1 Appendices and Addenda

The appendices to this RFP and any subsequent addenda are incorporated into and form part of this RFP. The information and data contained in any appendices and any subsequent addenda may form the basis upon which the Contract will be entered into with the City.

1.3.2 Disclaimer of Liability and Indemnity

By submitting a Proposal, a Proponent agrees:

- 1.3.2.1 to be responsible for conducting its own due diligence on data and information upon which its Proposal is based;

- 1.3.2.2 that it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming;
- 1.3.2.3 that it has gathered all information necessary to perform all of its obligations under its Proposal;
- 1.3.2.4 that it is solely responsible for ensuring that it has all information necessary to prepare its Proposal and for independently verifying and informing itself with respect to any terms or conditions that may affect its Proposal;
- 1.3.2.5 to hold harmless the City, its elected officials, officers, employees, agents or advisors and all of their respective successors and assigns, from all claims, liability and costs related to all aspects of the RFP process;
- 1.3.2.6 that it shall not be entitled to claim against the City, its elected officials, officers, employees, insurers, agents or advisors on grounds that any information, whether obtained from the City or otherwise (including information made available by its elected officials, officers, employees, agents or advisors), regardless of the manner or form in which the information is provided is incorrect or insufficient;
- 1.3.2.7 that the City will not be responsible for any costs, expenses, losses, damages or liability incurred by the Proponent as a result of, or arising out of, preparing, submitting, or disseminating a Proposal, or for any presentations or interviews related to the Proposal, or due to the City's acceptance or non-acceptance of a Proposal; and
- 1.3.2.8 to waive any right to contest in any proceeding, case, action or application, the right of the City to negotiate with any Proponent for the Contract whom the City deems, in its sole and unfettered discretion, to have submitted the Proposal most beneficial to the City and acknowledges that the City may negotiate and contract with any Proponent it desires.

1.3.3 No Tender and no Contractual Relationship

The Proponent acknowledges and agrees that this procurement process is a Request for Proposal and is not a tendering process. It is part of an overall procurement process intended to enable the City to identify a potential successful Proponent. The submission of a Proposal does not constitute a legally binding agreement between the City and any Proponent. For greater certainty, by submission of its Proposal, the Proponent acknowledges and agrees that there will be no initiation of contractual obligations or the creation of contractual obligations as between the City and the Proponent arising from this RFP or the submission of a Proposal.

Further, the Proponent acknowledges that a Proposal may be rescinded by a Proponent at any time prior to the execution of the Contract.

1.4 Discretion of City

Notwithstanding any other provision of this RFP to the contrary, the provisions in this Section 1.4 prevail, govern and override all other parts of this RFP. The City is not bound to accept any Proposal. At any time prior to execution of the Contract, the City may, in its sole and unfettered discretion, or for its own convenience, terminate the procurement process, cancel the Work or proceed with the Work on different terms. All of this may be done with no compensation to the Proponents or any other party.

The City reserves the right, in its sole and unfettered discretion, to:

- 1.4.1 negotiate the specific contractual terms and conditions, including but not limited to the fee or price of the Work, and the scope of the Work;
- 1.4.2 waive any formality, informality or technicality in any Proposal, whether of a minor and inconsequential nature, or whether of a substantial or material nature;
- 1.4.3 receive, consider, and/or accept any Proposal, regardless of whether or not it complies (either in a material or non-material manner) with the submission requirements or is the lowest priced proposal, or not accept any Proposal, all without giving reasons;
- 1.4.4 determine whether any Proposal meets the submission requirements of this RFP; and
- 1.4.5 negotiate with any Proponent regardless of whether or not that Proponent is the Proponent that has received the highest evaluation score, and
- 1.4.6 negotiate with any and all Proponents, regardless of whether or not the Proponent has a Proposal that does not fully comply, either in a material or non-material way with the submission requirements for the RFP or any requirements contained within this RFP.

1.5 Selection

Selection of the successful Proponent, if any, is at the sole and unfettered discretion of the City.

1.6 Disqualification

The failure to comply with any aspect of this RFP (either in a material way or otherwise), shall render the Proponent subject to such actions as may be determined by City, including disqualification from the RFP process, suspension from the RFP process and/or imposition of conditions which must be complied with before the Proponent will have its privilege of submitting a Proposal reinstated.

1.7 Representations and Warranties

- 1.7.1 The City makes no representations or warranties other than those expressly contained herein as to the accuracy and/or completeness of the information provided in this RFP.
- 1.7.2 Proponents are hereby required to satisfy themselves as the accuracy and/or completeness of the information provided in this RFP.
- 1.7.3 No implied obligation of any kind by, or on behalf of, the City shall arise from anything contained in this RFP, and the express representations and warranties contained in this RFP, and made by the City, are and shall be the only representations and warranties that apply.
- 1.7.4 Information referenced in this RFP, or otherwise made available by the City or any of its elected officials, officers, employees, agents or advisors as part of the procurement process, is provided for the convenience of the Proponent only and none of the City, its elected officials, officers, employees, agents and advisors warrant the accuracy or completeness of this information. The Proponent is required to immediately bring forth to the City any conflict or error that it may find in the RFP. All other data is provided for informational purposes only.

2.0 DESCRIPTION OF THE WORK TO BE PERFORMED

Proponents are to review the General Specifications attached hereto as Schedule "A".

3.0 PROPOSAL REQUIREMENTS

The City reserves the right, but is not required, to reject any Proposal that does not include the requirements.

3.1 Description of the Proposal

- 3.1.1 Proposals shall include the legal name, address and telephone numbers of the individual, the principals of partnerships and/or corporations comprising the Proponent, and in the case of partnerships or corporations, the individual who will be the representative of the partnership or corporation.
- 3.1.2 Proposals shall include a description of any subcontractors, agents or employees that the Proponent expects to involve in the performance of the Work. The City reserves the discretion to approve or reject the proposed use, by the selected Proponent of any proposed subcontract which discretion shall be exercised reasonably.
- 3.1.3 Proposals shall include a description of the individuals who will be performing the Work including their previous experience and qualifications through completion of Schedule "E".

- 3.1.4 Proposals shall include a list of previous work of a similar nature to the Work required by the City as set out in this RFP through completion of Schedule "C"
- 3.1.5 Prices for the Work shall be inserted by the Proponent in the form attached hereto as Schedule "B" and the form shall be submitted by the Proponent at the time of the submission of its Proposal.
- 3.1.6 Proponents shall indicate availability for specific project tasks through completion of Schedule "D"

3.2 Execution of the Proposal

Proposals shall be properly executed in full compliance with the following:

- 3.2.1 Proposals and the pricing form attached as Schedule "B", must be signed by the representative for the Proponent;
- 3.2.2 if the Proposal is made by a corporation, the full name of the corporation shall be accurately printed immediately above the signatures of its duly authorized officers and the corporate seal shall be affixed;
- 3.2.3 if the Proposal is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the Proposal shall be signed by a partner or partners who have authority to sign for the partnership;
- 3.2.4 if the Proposal is made by an individual carrying on business under a name other than his own, his business name together with the individual's name shall be printed immediately above its signature; and
- 3.2.5 if the Proposal is made by a sole proprietor who carries on business in his own name, the proprietor shall print his name immediately below his signature.

4.0 MANDATORY SUBMISSION REQUIREMENTS

4.1 Documents to be Submitted with the Proposal

- 4.1.1 A copy of all licenses, certifications, qualification issued by the relevant authorities, which the Proponent requires in order to perform the Work contemplated by the RFP; and

4.2 Insurance to be carried by Successful Proponent

At the time of the submission of its Proposal, the Proponent shall provide evidence of insurance coverage as follows:

- 4.2.1 standard automobile, bodily injury and property damage insurance providing coverage of at least **TWO MILLION (\$2,000,00.00) DOLLARS** inclusive and in respect of any one claim for the injury to or death of one or more persons or damage to or destruction of property;
- 4.2.2 such other insurance as the City may from time to time reasonably require.

The Proponent shall cause all insurance coverage maintained by the Proponent in accordance with this RFP, except for errors and omissions coverage (if required), to name the City and any other party designated by the City as an additional insured and to contain a severability of interests or cross liability clause. The Proponent shall cause all insurance coverage to provide that no such insurance policy may be cancelled without the insurer providing no less than thirty (30) days' written notice of such cancellation to the City. The Proponent shall, upon the request of the City, furnish written documentation, satisfactory to the City, evidencing the required insurance coverage. The cost of all of the insurance required to be held by the Proponent as set forth herein shall be borne by the Proponent.

4.3 **Evaluation**

- 4.3.1 After the RFP Closing Time, the City will review and evaluate all the Proposals received based upon the information supplied by the Proponents in accordance with the submission requirements of this RFP.
- 4.3.2 In evaluating the Proposals received, the City will consider all of the criteria listed below in Section 4.3.3, and the City will have the sole and unfettered discretion to award up to the maximum number of points for each criteria as listed below. By submitting a Proposal, the Proponent acknowledges and agrees that the City has, and is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.
- 4.3.3 By submitting a Proposal, each Proponent acknowledges and agrees that it waives any right to contest in any legal proceedings the decision of the City to award points in respect of the criteria noted below (the "Evaluation Criteria"). The Evaluation Criteria and the maximum number of points for each criteria are as follows:

Evaluation Criteria	Mark (%)	Points available	Subtotal
Cost Proposal	40	40	
Availability	30	30	

Portfolio	20	20	
References	10	10	
Total Points Available	100	100	

The City may select a Proponent with the lowest, or not necessarily the lowest, Price Per Point with whom to negotiate the contract for the Work. Points will be assigned for each criteria based on the information provided in the Proponent's submission. Scoring will be consistently applied by the City's evaluation team through the use of the specified scoring system noted below. Points will be awarded on a scale of 0 to 10 as noted below:

Score	Description
0-2	UNACCEPTABLE: does not satisfy the requirements of the criterion in any way
3	VERY POOR: address some requirements but only minimally
4	POOR: addresses most of the requirements of the criterion but is lacking in critical areas
5	MARGINAL: barely meets most of the requirements of the criterion to a minimum acceptable level
6	SATISFACTORY: average capabilities and performance, and meets most of the requirements of the criterion
7	ABOVE AVERAGE: fully meets all of the requirements of the criterion
8	SUPERIOR: exceeds the requirements of the criterion
9-10	EXCEPTIONAL: feature is clearly exceptional to the requirements of the criterion

- 4.3.4 The City also reserves the right to accept conditions to be offered by and/or negotiated with the successful Proponent which are not specifically contained in this RFP. Such options and/or alternatives shall be included in the Proposal review process as part of the evaluation.

4.3.5 At all times, the City reserves the right to seek written clarification regarding a Proposal from a Proponent. Such clarification shall be deemed an amendment to such Proponent's Proposal.

4.4 Period Open for Consideration

The Proposals received shall remain open for the City's consideration for a period of ninety (90) days following the RFP Closing Date in order to allow for the City to undertake the evaluation of the Proposals received and to undertake the negotiations as provided for herein.

4.5 Information Disclosure and Confidentiality

All documents submitted to City will be subject to the protection and disclosure provisions of the *Freedom of Information and Protection of Privacy Act* ("FOIP"). FOIP allows persons a right of access to records in City's custody or control. It also prohibits City from disclosing the Proponent's personal or business information where disclosure would be harmful to the Proponent's business interests or would be an unreasonable invasion of personal privacy as defined in sections 17 and 21 of FOIP. Proponents are encouraged to identify what portions of their Proposals are confidential and what harm could reasonably be expected from its disclosure. However, the City cannot assure Proponents that any portion of the Proposals can be kept confidential under FOIP.

4.6 Independent Determination

A Proposal will not be considered by the City if it was not arrived at independently without collusion, consultation, communication or agreement as to any matter, such as prices, with any other Proponent.

4.7 Documents

All documents submitted by a Proponent shall become the property of City upon being presented, submitted, or forwarded to City. Should any documents be submitted electronically, notwithstanding the prohibition on same contained elsewhere in this RFP, then their content and the media they are contained in shall also become the property of City upon their being presented, submitted or forwarded to City.

4.8 Canadian Free Trade Agreement

The provisions of the Canadian Free Trade Agreement ("CFTA") apply to this Proposal.

4.9 Site Conditions

The Proponent is responsible for inspecting the site of the Work and for making whatever inquiries or arrangements are necessary for it to become fully informed

of the nature of the site of the Work, including, but not limited to, the soil structure and topography of the site, and of the Work to be performed and all matters which may in any way affect the Work. Without limiting the foregoing, by the submission of its Proposal, the Proponent acknowledges that it has investigated and satisfied itself as to:

- 4.9.1 the nature of the Work;
- 4.9.2 the location and all conditions relating to the site of the Work including, but not limited to, accessibility, general character, surface and sub-surface conditions, soil structure, utilities, road, uncertainties of seasonal weather and all other physical, topographical, geological and geographic conditions;
- 4.9.3 the general character, conditions, laws and restrictions applicable to the Work that might affect the performance of the Work;
- 4.9.4 all environmental risks, conditions, laws and restrictions applicable to the Work that might affect the Work; and
- 4.9.5 the magnitude of the construction required to execute and complete the Work.

The Proponent is fully responsible for obtaining all information required for the preparation of its Proposal. The City is not responsible for undertaking any investigations to assist the Proponent. Any information, plans, drawings, shop drawings or existing equipment or facilities, photos of the original construction, reports or other documents which are not included or referred to in a Proposal (the "Non-Proposal Information"), form no part of such Proposal. City and City's consultants assume no responsibility of any kind whatsoever arising from or relating to its failure to include or refer to such Non-Proposal Information.

The Proponent's obligation to become familiar with the information described in herein is not lessened or discharged by reason of any technical reports, including soils reports or data, test hole drilling reports or other soils information, made available or supplied in conjunction with the proposal process. Any technical reports so provided are for informational purposes only and neither the City nor the City's consultants accept or assume any responsibility for the contents or accuracy of such technical reports, and the Proponent agrees that the City, the City's consultants and their representatives shall not be liable in any way to the Proponent in respect of such technical reports.

The Proponent further agrees that it shall not rely upon any oral information provided to it by the City, the City's consultants or any of their respective representatives.

4.10 Law and Forum of Proposal

The law to be applied in respect of this RFP shall be the law of the Province of Ontario and all civil actions commenced in relation to this RFP shall be adjudicated

by the Courts of the Province of Ontario. By submitting a Proposal, the Proponent is deemed to have agreed to attorn to the jurisdiction of the Courts of the Province of Ontario.

Schedule “A”

PHOTOGRAPHY SERVICES

PROPONENT RESPONSIBILITIES

Proponent to capture and edit photographs of live events and activities to be used for marketing and promotional efforts for the City.

Respondents must indicate whether they wish to be considered for contract award for Activities or for Live Events (or for both) photography services.

KEY ACTIVITIES

ACTIVITIES (i.e. Hiking, Paddling, etc.)

- Work with designated City staff members in advance of activities to discuss the what is to be photographed, including determining an approximate number of photographs to be captured.
- Edit images.
- Deliver image files to the City in a method to be agreed upon in advance with the City staff liaison (i.e. electronically, flash drive, etc.) and in file formats to be agreed upon in advance with the City staff liaison.

LIVE EVENTS (i.e. Shake the Lake, Kenora Bass International, etc.)

- Work with designated City staff members in advance of event to discuss the scope of programming and specific programmatic elements and people to capture.
- Capture images of live events for a duration to be confirmed in advance in writing with the City staff.
- Coordinate with on-site City staff liaison, as necessary.
- Edit images.
- Deliver photographs to the City as agreed upon in advance with the City staff liaison (i.e. electronically, flash drive, etc.).

SUBMISSION REQUIREMENTS

The Proponent will provide a Cost Proposal as Schedule “B”.

The Proponent will provide samples of work through a Portfolio as Schedule “C”.

The Proponent will provide their availability for the specific dates as outlined in Schedule “D”

The Proponent will complete the Company References and Client Profile Information form as Schedule “E”.

FURTHER;

- Proponent is responsible for providing, setting up, and removing all equipment from a site.
- Proponent is not entitled to onsite storage and must seek permission in advance if needed.
- The City maintains all rights to images by Proponent, including with respect to raw and unedited images. Proponent may request permission from the City to use images solely for their personal portfolio and must always use crediting language as agreed upon with the City.
- Proponent’s responsibilities shall include collection of any necessary waivers.

IMAGE SELECTION

- Proponent shall provide all raw/unedited images to the City staff liaison to review and determine which images shall be processed/edited. Proponent and the City staff liaison will determine a mutually agreed upon delivery date for final edits based on image quantity.

PROJECT EXPENSES

- Hourly Event fee is inclusive of all expenses including, but not limited to, travel expenses (gas, parking, etc.), equipment rental, etc. and will only be applicable to the hours agreed upon
- Editing fee shall be based on the total number of images the City has selected to be processed/edited.

CONTRACT AWARD AND ORDER FOR SERVICES

- City to request services from a Proponent, in writing, from the most highly ranked Proponent in the group corresponding to the project for which the services are sought. If that Proponent is unavailable to provide the services on the date(s) requested, the City will request such services, in writing, from the second most highly ranked Proponent in that group, and continuing with this process, until an available Proponent is identified to provide the services.

Schedule "B"**COST PROPOSAL****PHOTOGRAPHY SERVICES FEE**

Hourly rates are fully loaded and shall include all ancillary costs (labor, fuel, personnel, mileage, etc.).

CATEGORY A – ACTIVITIES

Event Fee	\$_____/hour
Editing Fee (1-25 Images)	\$_____/image
Editing Fee (26-50 Images)	\$_____/image
Editing Fee (51-75 Images)	\$_____/image
Editing Fee (76-100 Images)	\$_____/image
Editing Fee (101+ Images)	\$_____/image

CATEGORY B – LIVE EVENTS

Event Fee	\$_____/hour
Editing Fee (1-25 Images)	\$_____/image
Editing Fee (26-50 Images)	\$_____/image
Editing Fee (51-75 Images)	\$_____/image
Editing Fee (76-100 Images)	\$_____/image
Editing Fee (101+ Images)	\$_____/image

Proposer Name: _____

Authorized By: _____

(Signature)

Name: _____

Title: _____

Schedule “C”

PORTFOLIO

- Please provide a link or flash drive with a minimum of 10 photographs that showcase your portfolio and experience.

Schedule “D”

AVAILABILITY

- Shake the Lake (August 3, 2024) _____
- Farmers Market (July 31, 2024 or August 7th, 2024) _____
- Rowing Regatta (August 18-19, 2024) _____
- Kenora Bass International (August 8-10, 2024) _____

The City retains the right to include additional events and activities as mutually agreed upon.

Schedule "E"**REFERENCES/CLIENT PROFILE INFORMATION**

Submit a completed client profile information sheet for each reference. Provide a minimum of two (2) references.

(1) Client Name: _____

(2) Address: _____

(3) Telephone Number: _____

(4) E-mail: _____

(5)

(6) Project Scope of Services/Goals: _____

(7) Describe how the photography services' goals were met. What was the outcome of the services? Attach additional pages, as necessary.

(8) Discuss significant obstacles to implementation and how those obstacles were overcome:

(9) Is the client still utilizing your company as a service provider for providing photography services?
