



**INVITATION TO QUOTE AND STATEMENT  
OF QUALIFICATIONS**

**ITQ NO. 076**

**Professional Photography Services for  
Aboriginal Athlete Profile Campaign.  
Immediate Services will be Required**

**ISSUED BY:**

Vancouver Organizing Committee for the 2010  
Olympic and Paralympic Winter Games

**July 12, 2006**

**Closing Time:**

July 28, 2006 at 2:00 p.m. Vancouver Time

**Closing Location**

3585 Graveley Street  
Vancouver, B.C. V5K 5J5 Canada

**Contact Person**

Donna Lentz, Buyer, Procurement  
Vancouver Organizing Committee for the 2010  
Olympic and Paralympic Winter Games  
3585 Graveley Street  
Vancouver, B.C. V5K 5J5 Canada  
Telephone: (778) 328-5036  
Facsimile: (778) 328-2011  
E-mail: donna\_lentz@vancouver2010.com

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**Summary of Opportunity:**

The Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games ("VANOC") intends to select a photographer(s) to supply portraits and/or possible action/sport photographs for an Aboriginal athlete profile campaign.

**This service is for a specific immediate requirement.** Please see Part 2, Service Details for more information.

**DEMANDE DE DÉCLARATION D'INTÉRÊT ET  
D'ÉNONCÉS DE QUALIFICATIONS**

**DDI n° 076**

**Services professionnels de photographie  
pour la campagne Profil des athlètes  
autochtones. Des services sont requis  
immédiatement.**

**ÉMISE PAR:**

Comité d'organisation des Jeux olympiques et  
paralympiques d'hiver de 2010 à Vancouver

**12 juillet, 2006**

**Date et heure de clôture :**

28 juillet 2006 à 2 h (heure de Vancouver)

**Lieu de clôture :**

3585 rue Graveley  
Vancouver (C.-B.) V5K 5J5 Canada

**Personne-ressource :**

Donna Lentz, acheteuse, Approvisionnement  
Comité d'organisation des Jeux olympiques et  
paralympiques d'hiver de 2010 à Vancouver  
3585 rue Graveley  
Vancouver (C.-B.) V5K 5J5 Canada  
Téléphone: (778) 328-5036  
Télécopieur: (778) 328-2011  
Courriel: donna\_lentz@vancouver2010.com

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**Résumé de l'offre :**

Le Comité d'organisation des Jeux olympiques et paralympiques de 2010 à Vancouver (« COVAN ») prévoit procéder à la sélection d'un ou plusieurs photographes pour fournir des portraits et/ou, éventuellement, des photographies sportives en action pour une campagne de profil des athlètes autochtones.

**Ce service découle d'un besoin spécifique immédiat.** Pour plus de détails, veuillez consulter la section 2, Détails concernant les services.



# Vancouver Organizing Committee for the 2010 Olympic & Paralympic Winter Games (VANOC)

## Invitation to Quote – 076

Professional Photography Services for Aboriginal Athlete Profile Campaign.

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### INSTRUCTIONS:

Each Proponent shall deliver one (1) quote by e-mail, which must be received before 2:00 p.m. local time in Vancouver, British Columbia on Friday July 28, 2006 (the “Closing Time”).

**E-Mail: [donna\\_lentz@vancouver2010.com](mailto:donna_lentz@vancouver2010.com)**

**Quotes should have the ITQ number and Proponent’s Name in the Subject line.**

**Quotes should include a copy of a duly authorized Part 4 – Agreement to be Bound.**

Note:

- If you do not have the ability to scan the Part 4 Agreement to be Bound, please fax with a cover sheet to Donna Lentz to fax number: 778-328-2011, and advise by e-mail that the document has been faxed.

An e-mail reply acknowledging the receipt of your quote submission will be sent to confirm receipt.

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### PART 1 – QUOTE REQUIREMENTS

- Quotation must be provided in Canadian dollars.
- Unless otherwise specified by the Proponent, the pricing will be firm for a period of 90 days.
- Quotes submitted that do not include the above details may not be accepted by VANOC.

## **SUBMISSION FORMAT**

Please submit the following in electronic format:

### **A) PHOTOGRAPH SAMPLES – (5)**

Please do not send in physical prints.

Electronic samples are requested for review, *once samples have been reviewed, a larger viewing of a collection or portfolios may be requested from specific respondents.*

Please send in electronic form:

**1) A sample of only five (5) photographs that portray/reflect the specific requirements as detailed in PART 2 – Service Details.**

- Photos should be a JPEG or PDF of a file size of not more than 500K each.
- Submit samples including a portrait shot and a sport/action shot if available.
- A working electronic link to your 5 selected photographs is acceptable.

### **B) REFERENCES – (3):**

**Provide a client listing for clients for whom you have done recent work, with a minimum of three references with contact names and phone numbers.**

### **C) WORK EXPERIENCE:**

**Provide a brief statement of your qualifications describing your education, your professional photographic experience, your capabilities and strengths.**

### **D) EQUIPMENT:**

**Please provide general detail regarding the type of equipment you use, type of camera and if you have lighting equipment or otherwise (i.e. a studio) available.**

### **E) COMMITMENT TO SUSTANIABILITY:**

**Please provide a statement about your commitment to sustainability and supporting activities and/or business practices (see Appendix A).**

**F) LOCATION: Please indicate your geographic 'home base' or studio location.**

**G) AVAILABILITY: Please indicate your availability to do the work as indicated in Part 2.**

**H) RATES:**

**Please provide your rates listed as follows:**

1. Rate per hour: \$\_\_\_\_\_/hour
2. Minimum # hours per call-out \_\_\_\_\_
3. Rate per day \$\_\_\_\_\_  
(8 hours of work, not including breaks, lunch or travel time)
4. Please provide any other costs or disbursements that you would apply.  
(Items to be listed are to exclude travel expenses due to assignment on VANOC work)

## PART 2 – SERVICE DETAILS

### **2.0 PROJECT DETAILS & SCOPE OF WORK**

#### **2.1 Background**

Hosting the Olympic and Paralympic Winter Games provides a city and country with the energy, inspiration and spotlight to tell its story and create legacies on an unprecedented scale. Not only will Vancouver 2010 give BC and Canada the opportunity to capture the imagination and hearts of the world, but it can also provide a catalyst for the entire country, breathing life into projects, fuelling individual dreams, and igniting community spirit.

VANOC has a goal of achieving unprecedented Aboriginal participation in the planning and staging of the 2010 Games, including the area of sport participation. VANOC is working to encourage greater Aboriginal participation in sport in Canada. A poster campaign is an effective and powerful way in which VANOC can showcase and celebrate Aboriginal athlete role models, build winter sport awareness and inspire sport participation.

VANOC has immediate needs for a photographer, and is considering the engagement of one or more Canadian photographers to work collaboratively with VANOC staff on the first launch of an Aboriginal sport poster series campaign detailed below under a short term contract. The successful proponent may be potentially engaged to provide additional photography production services at VANOC's sole discretion.

#### **2.2 Scope of Work**

Aboriginal sport poster campaign – The poster series is intended to comprise of two or more posters each year between 2006 and 2010. Photography featuring Canadian Aboriginal athlete role models (male and female, including athletes with a disability) is required for the first launch of the poster series. Photography subjects (i.e. athletes) to be identified by VANOC. Travel may be required.

Poster Project Details:

- a) Target Audience: Aboriginal people in Canada, particularly youth ages 12 and up.
- b) Key Messages: Aboriginal people in Canada are a part of the 2010 spirit; Celebrate the spirit of 2010 – participate in sport;
- c) Tone: Campaign to be inspirational, exciting, cool, youthful. Photography is required to align with the tone of the poster campaign.

#### **2.3 Development Process**

Development of photography will involve a collaborative approach with VANOC, ensuring the production upholds the integrity of the Vancouver 2010 brand and captures the vision and spirit of the project.

- a) The selected photographer will work with VANOC's Brand & Creative Services, and Aboriginal Participation teams, who will bring in other VANOC functions as required.
- b) VANOC's Brand & Creative Services department will provide a detailed creative brief and information about the Vancouver 2010 brand, graphic standards and creative considerations.

#### **2.4 Format – for final photographs**

- a) Photography must be in digital format
- b) JPEG or Raw TIFF, min size 18" x 22" photo, min 300 dpi resolution.
- c) Colour photographs are required

#### **2.5 Key Dates**

The following is the anticipated schedule for the RFP process. The schedule is subject to revision at VANOC's sole discretion.

July 12, 2006	VANOC issues the ITQ.
July 28, 2006	Closing Date
Jul 31 - Aug 7, 2006	Period of evaluation by VANOC.
August 8, 2006	Supplier to be selected
August 10, 2006	Supplier will be required to finalize contract with VANOC.
August 14, 2006	Project development begins.

#### **3.0 Evaluation**

Evaluation and selection of the responses to this request will be by a VANOC committee.

Evaluation will be based on a combination of factors including evaluation of sample of photos, references, past work experience, expertise, understanding of the key requirements, availability, commitment to sustainability and Aboriginal sport, and total cost to VANOC, applied in such manner as VANOC, in its discretion, decides. A meeting, or further photo review with selected respondents may be requested as part of the Evaluation process.

**PART 3 – VENDOR’S AGREEMENT TO BE BOUND**

**THE POTENTIAL VENDOR MUST COMPLETE THIS SECTION AND RETURN IT WITH THE QUOTE.**

The undersigned hereby agrees to be bound by the terms and conditions of this ITQ and to the services listed at the prices and rates quoted. If a Contract is issued by VANOC to the undersigned, the undersigned will be bound by and will comply with the terms and conditions contained in the ITQ and the Contract which will constitute the full and complete agreement between the parties.

Authorized Official: \_\_\_\_\_  
(Print Name)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Address: \_\_\_\_\_

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## **PART 4 – TERMS AND CONDITIONS**

### Invitation to Quote Terms and Conditions

1. VANOC will not use submitted photos for any purpose other than evaluation.
2. VANOC will acquire no proprietary interest in any photographs submitted for evaluation purposes.
3. Quotations will be marked with their receipt time at the closing location. Only complete quotations received and marked by VANOC before the closing time will be considered to have been received on time. In the event of a dispute, the quotation receipt time as recorded by VANOC at the closing location shall prevail. Quotations will be reviewed privately at the offices of VANOC.
4. It is the responsibility of each Vendor to ensure that its quotation is received at the closing location before the closing time and the Vendor assumes the entire risk of failure of VANOC to receive its quotation at the closing location before the closing time. Quotations received at the closing location after the closing time shall not be considered. Electronic quotations will not be accepted or considered by VANOC under any circumstances.
5. If a Vendor discovers that it has made an error in its quotation, the Vendor may submit a correction notice to VANOC at the closing location, but it must be received prior to the closing date and time for the ITQ.
6. All quotations submitted by potential Vendors in response to this ITQ must be submitted in English.
7. When quotations have been received and an award made, the successful Vendor will be held to its quotation as of the closing of the ITQ irrespective of subsequent representation that mistakes have been made in the quotation originally submitted.
8. Notwithstanding paragraph 5 above, if it appears that an error has been made in a quotation, VANOC may, in its sole discretion, before awarding a Contract communicate with the potential Vendor to ascertain if it will supply at the quoted price(s) or withdraw the quotation. If the potential Vendor is permitted to withdraw its quotation, the potential Vendor will not be considered on this ITQ.
9. VANOC reserves the right in its sole discretion at any time and from time to time, and for whatever reason to, by addendum, modify, amend or otherwise change this ITQ. Any such addendum shall be issued in writing and shall be expressly identified as an addendum to this ITQ. VANOC reserves the right in its sole discretion to cancel this ITQ at any time.
10. VANOC reserves the right to award a Contract for some or all of the services, on the basis of the quotations received unless the potential Vendor specifies that its quotation is valid only for the complete order.
11. This ITQ should not be construed as an agreement to purchase goods or services. The lowest priced or any quotation will not necessarily be accepted and VANOC is not bound to award a Contract to any Vendor.
12. Potential Vendors must refer to the VANOC ITQ number in all correspondence.
13. Potential vendors must comply with all applicable laws.
14. Potential Vendors are solely responsible for their own expenses, if any, in preparing a quotation in response to this ITQ and subsequent negotiations with VANOC, if any.
15. All inquiries related to this ITQ are to be directed to VANOC at the address as noted on this ITQ. Information obtained from any other source is not official and may be inaccurate. Inquiries and responses may be distributed to all potential Vendors at VANOC's option.
16. VANOC will not be obligated in any manner to any potential Vendor whatsoever until a Contract has been awarded by VANOC in response to a quotation.

The following is a **Sample** of the Photography Agreement

WHEREAS:

- A) VANOC has been incorporated to plan, organize and stage the 2010 Olympic and Paralympic Winter Games (the "Games").
- B) VANOC would like to engage the Photographer to take a series of photographs in relation to one or more aspects of the planning and organization of the Games.
- C) VANOC and the Photographer wish to enter into this Agreement to set forth the terms and conditions of the Photographer's engagement.

NOW THEREFORE, in consideration of the mutual promises and covenants made herein, VANOC and the Photographer agree as follows:

- 1) **Services.** VANOC hereby engages the Photographer to perform the photography services outlined in Schedule A hereto (the "Services"). The Photographer shall provide all labour, materials (including film and photofinishing paper if applicable) and equipment necessary in connection with the performance of the Services. The Photographer shall accept direction and guidance from VANOC with respect to the type of photographs to be taken. The Photographer shall deliver all of the photographs taken during the performance of the Services (collectively, the "Photographs") to VANOC in digital form, printed form (with negatives), or in such other format as the parties may agree.
- 2) **Ownership of Work Product.** All rights, title, and interest in all copyrights or other intellectual property rights associated with the Photographs shall belong exclusively to VANOC, including without limitation all rights to use the intellectual property throughout the world at any time, in any and all media and in any manner whatsoever, as VANOC determines in its sole discretion. The Photographer automatically assigns, at the time of creation of the Photographs, any right, title, or interest it may have in the Photographs, including any copyrights or other intellectual property rights relating thereto. The Photographer hereby irrevocably and unconditionally waives any and all rights that Photographer has in the Photographs, and hereby agrees not to make any use of the Photographs for any purpose.
- 3) **Model Releases.** If the Photographer uses the images or likenesses of any non-VANOC persons for purposes of performing the Services, the Photographer shall obtain releases or other authorization in a form acceptable to VANOC from such persons for the use of their images and likenesses.
- 4) **Payment.** VANOC shall pay the Photographer the fees and expenses specified in Schedule B hereto for the Services to be performed under this Agreement. The Photographer shall be solely responsible for any and all income, value-added or other taxes payable to any governmental authorities in respect of the fees paid to it in respect of the Services. The Photographer shall invoice VANOC no more than monthly in respect of the amounts owing. VANOC shall pay amounts due within 30 days after receipt of a valid invoice, provided all Photographs scheduled to be delivered on or prior to the invoice date have in fact been received by VANOC.
- 5) **No Use of Photographs by Photographer.** The Photographer agrees that it will not make any use nor permit any other person to make any use whatsoever of the Photographs.
- 6) **No Credit or Identification Rights.** The Photographer acknowledges that VANOC may, but shall have no obligation to, provide the Photographer with any credit or identification in connection with VANOC's use of the Photographs.
- 7) **Term.** This Agreement will commence on the date signed and expire upon the completion of all Services and delivery of all required Photographs to VANOC in the agreed upon format.

8) **Confidentiality.** The Photographer shall maintain in strict confidence, and shall use and disclose only as authorized by VANOC, all confidential information that Photographer receives in connection with the performance of Services.

9) **No Publicity or Marketing Rights.** The Photographer shall not publicly disclose its relationship with VANOC for promotional purposes, including by means of distribution of literature, verbal declarations or announcements through any medium whatsoever, without the express prior written consent of VANOC, which consent may be arbitrarily withheld. The Photographer shall not use "VANOC", "Vancouver 2010", the official emblem, logo or mascot of the 2010 Olympic Winter Games or any other VANOC identification, as a reference or means of promotion or publicity, without the express prior written consent of VANOC, which consent may be arbitrarily withheld.

10) **Compliance with Laws.** The Photographer shall comply with all applicable laws and governmental rules and regulations applicable in performing the Services. The Photographer shall ensure that any necessary permits, consents or approvals are obtained prior to taking any pictures where such permits, consents or approvals may be required.

11) **Indemnity.** In the event the Photographer fails to obtain any model release as contemplated hereunder, the Photographer shall indemnify VANOC for all costs, damages, losses and expenses incurred by VANOC arising out of any claim that VANOC's use of any Photographs infringes the intellectual property rights of any person.

12) **Relationship.** It is understood and agreed that the Photographer will act as an independent contractor to VANOC and that no joint venture, partnership or principal-and-agent relationship exists between them in connection with this Agreement or otherwise, and the Photographer agrees that it shall not assert otherwise. This Agreement does not provide to the Photographer any exclusive rights to take photographs for VANOC, nor shall it provide the Photographer with any right to be engaged by VANOC for future photography services.

13) **General.** This Agreement shall be governed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. This Agreement constitutes the entire agreement between the parties relating to the provision of photography services and supersedes any and all prior discussions, correspondence and documents relating to such subject matter. The Photographer acknowledges that it has been given an opportunity to obtain legal advice relating to this Agreement, and the signature of the Photographer on this Agreement is an acknowledgement that it has either obtained or waives such advice.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the \_\_\_\_ day of \_\_\_\_\_, 2006.

## **APPENDIX A – VANOC’S SUSTAINABILITY AND ABORIGINAL PARTICIPATION GUIDING PRINCIPLES**

VANOC’s vision is: A stronger Canada whose spirit is raised by its passion for sport, culture and sustainability.

VANOC is committed to unprecedented Aboriginal participation and incorporating sustainable economic, social, environmental and inclusive practices in planning and operating the 2010 Olympic and Paralympic Winter Games.

The 2010 Olympic and Paralympic Winter Games are being held in the traditional and shared traditional territories of the Lil’wat, Musqueam, Squamish and Tsleil-Waututh First Nations. Our goal of unprecedented Aboriginal Participation stems from our formal commitments to these Four Host First Nations and extends to all aboriginal people locally and globally. It is our intention to build opportunities for aboriginal people in the areas of sport, culture and economic development as well as to raise public awareness about aboriginal issues.

Through our Inner-City Inclusive Commitment Statement, we are formally committed to providing opportunities for everyone to participate in the 2010 Olympic and Paralympic Games – regardless of income, cultural background or physical ability. This set of commitments was adopted by VANOC and our federal, provincial and local government partners to help renew and revitalize Vancouver’s Inner-City neighbourhoods, particularly the Downtown Eastside, Downtown South and Mount Pleasant.

The following principles define the values and beliefs that form the basis of the understanding of sustainability at VANOC, and the corresponding policy continues to guide VANOC’s performance.

### **Sustainability Principles**

- ◆ ECOLOGICAL LIMITS – Society must live within the earth’s capacity to sustain life.
- ◆ INTERDEPENDENCE – Economic and social prosperity are dependent upon the natural environment.
- ◆ LONG TERM VIEW – Today’s decisions and actions must not compromise the choices available to future generations.
- ◆ INCLUSIVENESS – Participation by all people must be promoted and decisions must be based on input from key stakeholders, specifically Aboriginal & Inner-City people as well as people with disabilities, women & youth.
- ◆ EQUITY – People must be empowered to live sustainability and resources must be used fairly and efficiently in order to meet basic human needs worldwide.
- ◆ HEALTHY COMMUNITIES – Community health and quality of life is integral to global sustainability

In support of these principles we have developed the following goals:

**Environmental Performance**

- Minimal Footprint - using fewer resources & taking up less space
- Clean energy - maximizes efficiency or uses renewable alternatives
- Zero Waste - nothing to the landfill
- Carbon Neutral - minimal Green House Gas emissions
- Clean transportation - reduces fuel consumption or uses renewable alternatives
- Water quality - use less & avoid pollution

**Economic Opportunity**

- Strengthen community & stakeholder partnerships
- Provide training opportunities - especially Inner-City & Aboriginal
- Create business opportunities - especially Inner-City & Aboriginal
- Support international trade and investment

**Social Inclusion**

- Maximize the benefits and minimize the impacts to vulnerable populations
- Increase willingness to make sustainable choices
- Ensure community access to decision making process
- Ensure accessibility, especially for youth, women, Aboriginal, Inner-City & people with disabilities
- Promote diversity & celebrate local cultural heritage
- Contribute to sport development & healthy living

**Aboriginal Participation**

- Create opportunities for greater Aboriginal participation in sport
- Create opportunities for greater Aboriginal participation in Games cultural events
- Create economic opportunities for Aboriginal business
- Promote awareness of Aboriginal peoples, their diversity, languages, culture and contributions to Canada.