



Cynulliad National
Cenedlaethol Assembly for
Cymru Wales

Eich cyf. Your ref:
Ein cyf. Our ref: ATI/ 82

21 July 2006

Dear

Request for Information - Photographers

Further to my email on 4 July 2006 relating to your request which asked:

"As a photographer I would like to know how I can be considered to tender for work for the National Assembly or how I would get onto the 'list' to be considered to carry out projects/work for the assembly? Under the Freedom of information Act, could I please obtain the following information:

- a. The last 10 photographic jobs that were commissioned to work for the Assembly
- b. The name of the company who won the tender and carried out the work
- c. The specification for the job
- d. How much the photographer was paid for the job"

I now respond as follows:

The Assembly has a call off contract with a number of photographers to cover venues and events across Wales. I have attached a spreadsheet showing the last ten photography jobs commissioned by the Assembly along with the date of the commission, the photographer who undertook the work and a total cost for these jobs. In addition I have attached the specification which was used to establish the call off contract for photography work.

I am unable to supply you with the cost for individual jobs as this is personal information which relates to each of the photographers and is exempt by the virtue of section 40 (2) (b) and 40 (3) (a) (i) of the Freedom of Information Act 2000 which state:

Bae Caerdydd
Caerdydd
CF991NA

Cardiff Bay
Cardiff
CF991NA

(2) Any information to which a request for information relates is also exempt information if -

(b) either the first or the second condition below is satisfied.

(3) The first condition is -

(a) in a case where the information falls within any of paragraphs (a) to (d) of the definition of "data" in section 1(1) of the Data Protection Act 1998, that the disclosure of the information to a member of public otherwise than under this Act would contravene -

(i) any of the data protection principles."

If you are interested in being considered for photography work, please send us your details and we will keep your information on our file.

If you have any queries about this letter, please contact me.

Your request has been considered according to the principles set out in the Assembly's Code of Practice on Public Access to Information (third edition). The Code is published on the Internet at <http://www.wales.gov.uk/keypubaccesstoinfoaps/content/code-e.htm>. If you prefer, I can send you a printed copy.

If you believe that I have not applied the Code correctly or have not followed the relevant laws, please contact me. If you are still not satisfied you may make a formal complaint to the Clerk's Office at the National Assembly for Wales, Cardiff Bay. Details of the Assembly's complaints principles are set out in the Code of Practice on Complaints available on the Internet at www.wales.gov.uk or by post.

If you are not content with the outcome of the internal review, you have the right to apply directly to the Information Commissioner for a decision. The Information Commissioner can be contacted at:

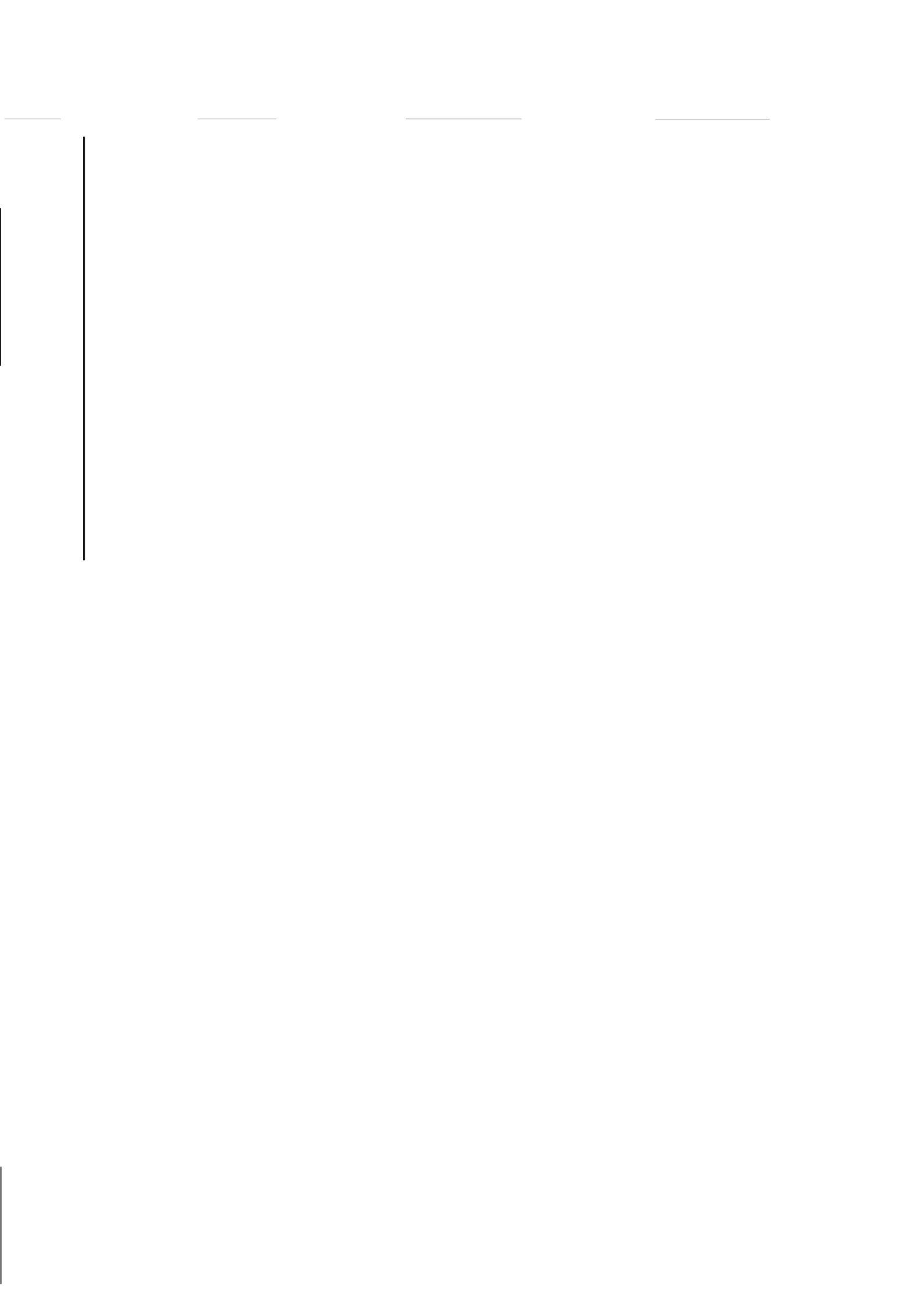
Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK95AF

Yours sincerely

Gill Lambert

Freedom of Information - Photography call off contract

Job	Date	Awarded
Trish Law portrait photographs	04/07/2006	Huw John
15th March, Commonwealth Day events	15/03/2006	Jenny Barnes
Royal Visit	01/03/2006	Huw John
Royal Visit	01/03/2006	Alex Skibinski
Royal Visit	01/03/2006	Jenny Barnes
Senedd Images	07/02/2006 - 08/02/2006	Alex Sibinski
Culture Committee Dance Policy Review	07/12/2005	Jenny Barnes
250,000th visitor to the Pierhead	30/11/2005	Jenny Barnes
North Wales Question Time event	17/10/05	Gerallt Jones / Robin Formstone
National Eisteddfod 2005	03/08/2005 - 04/08/2005	Gerallt Jones
Total cost of jobs excl. VAT		£ 2,651.64



SPECIFICATION FOR PHOTOGRAPHY CALL-OFF CONTRACT FOR THE
PUBLIC INFORMATION AND EDUCATION SERVICE, NATIONAL
ASSEMBLY FOR WALES

Contract No - DEC-02-02-657 - PHOTOGRAPHY CALL-OFF CONTRACT

CONTENTS

- 1 Introduction
- 2 Aim and Objectives
- 3 Return of tender
- 4 Supplied Materials
- 5 Financial Standing and Resources
- 6 Contract Award Criteria
- 7 Timing
- 8 Invoicing and Payment
- 9 Monitoring
- 10 Timetable
- 11 Copyright
- 12 Travel and Subsistence
- 13 Security
- 14 Changes to the Specification
- 15 Conditions of Contract for Services

1. Introduction

The Client (Public Information and Education Service for the National Assembly for Wales) has a requirement for photographers to be used on a call-off basis. It is anticipated that work will take place at venues and events across Wales. These venues will include the Assembly buildings in Cardiff Bay and Colwyn Bay; the National Events Programme, such as the National Eisteddfod and the Llangollen International Eisteddfod; and Regional Committee meetings which are held across Wales. Photography for a variety of purposes is required. Specific photography requirements may be requested outside of this contract for which specifications and separate arrangements will be made as necessary.

2. Aim and Objectives

It is the intention of the client to award to more than one Contractor for each region, which are the current Assembly Regional Committee boundaries (please see attached map) as below:

- North Wales;
- Mid and West Wales;
- South Wales West;
- South Wales East and South Wales Central.

The Client is looking to appoint experienced and professional photographic providers. It is intended that the contract will be for a period of two years, with an option to extend for a period of up to a further 12 months at the rates quoted and at the Client's request.

Contractors will be selected, via the issue of a purchase order, from the list of available contractors, according to suitability for the work required. Cost will also be taken into consideration. Where possible the Client will provide advance notice of an assignment. Ideally this will be a minimum of 24 hours notice. However, it is foreseeable that some assignments will be requested at short notice. If a contractor is not available to provide work at short notice, this will in no way affect their consideration for future work.

Tenderers are therefore invited to provide proposals to undertake the service requirements as detailed in this specification.

The majority of work under this framework contract will be required in the National Assembly for Wales building in Cardiff Bay. The Client also has a requirement for the provision of photographic services throughout Wales. Tenderers are asked to provide a preference for the locations that they are able to provide a service to.

The main requirement of this contract will be for work commissioned by staff in the Public Information and Education Service. We are looking for photographers who have experience of working on press and publicity work. The Client anticipates that the work under this contract will be varied, both large and small scale events may require coverage and so those accepted onto the list will require a degree of flexibility.

There is also a sporadic requirement for other specialist photographic services, including portrait and creative design photographers, which may be sourced outside of this contract.

Tenderers should be aware that photography will be required on an ad hoc basis, depending upon the demands placed on the client and that there is no guarantee of work. Potential contractors should also note that there will be a requirement for images to be transmitted digitally to the contact point for each piece of work. Tenderers are asked to confirm that they are able to do this.

Ownership of all outputs from this contract vest in the Crown and are covered by Crown copyright as outlined in the terms and conditions of contract for services. If the successful contractor(s) wishes to use any images produced under this contract for any other purpose, agreement is required from the client in line with the terms and conditions of contract for services. The author agrees that the client holds the right to display the images in any manner of their choosing.

The services will be required on a call off basis and tenderers must note that there is no guarantee to the volume of work that may be placed during the

contract period. Contractors must clearly understand that the client does not bind itself to demand any volume of work under this contract.

3. Return of tender

You are invited to tender for this call-off contract. You are required to complete the price schedule enclosed, to fully outline all costs and to enclose samples of your recent photographic work.

More than one supplier may be awarded a call-off contract for photography work as part of this contract. Please give details of a nominated contact within your organisation.

All tenderers must include, as part of the tendering process, the following:

- A brief Curriculum Vitae, and details of recent work;
- A completed Price Schedule (appendix A);
- 3 samples of their most recent work, which must include images taken at events;
- The names and addresses of 2 previous clients, to be used as references if necessary.

Any additional services, which you feel may enhance the service, provided under the scope of this contract.

4. Supplied Materials

All material supplied by the Client to the Contractor for the purposes of the production, for example copy, photographs, disks, must be:

- a) kept secure while in the possession of the Contractor;
- b) returned on request or at the end of any contracted work, to the Internal Communications Team at the National Assembly for Wales, Communications Directorate, Cathays Park, Cardiff CF10 3NQ. Failure to do so will delay payment until such date as the materials are returned.

5. Financial Standing and Resources

The National Assembly wishes to ensure that suppliers have the necessary financial standing and resources to meet their obligations throughout the duration of this contract. This may include (where appropriate) considering your level of existing work commitments and the potential impact on resources that awarding a contract would have.

In deciding to tender for a contract, you should also be aware and take into consideration the risks of becoming over-reliant on the National Assembly's business, or indeed that of any customer. In doing so, you

should take into account earnings from any a.theLWo.dUJOdertaken for the
Assembly as well as potential earnings from this contract.

6. Contract Award Criteria

Tenders will be judged and the contract awarded on the following criteria:

- Ability to meet the requirements of the specification set out in sections 1 and 2;
- Quality of samples provided;
- Proven track record matched with ability to produce high quality outcomes on time and within budget, demonstrated by examples of work.
- Ability to meet National Assembly for Wales full requirements for the contract, for example short notice turn-around and provision of images in digital format.
- Cost

7. Timing

The call-off contract will be for a period of 2 years, which may be extended, for a period of up to a further 12 months.

8. Invoicing and Payment

No payments will be made in advance of services provided. A purchase order will be issued for each commission and individual invoices will therefore also need to be issued. An invoice is required within 30 days of the completion of each specific commission, and should be submitted, following the details on the purchase order. Payment will be made within 30 days of receipt of an agreed invoice. Invoices must show a full breakdown of costs.

9. Monitoring

The contractors' performance under the terms of the contract will be reviewed by Amanda Pontin representing the Client, who will be the point of contact for the duration of the contract.

The named representative of the Client may elect to meet with a named representative of the Contractor as and when necessary to discuss any issue that has arisen during the performance of the contract.

In the event of non-compliance with the contract, the following procedure will be followed:

- notification of complaint and requirement to comply;
- notification of unacceptable practices and/or substantial non-compliance to the Specification; and
- recourse to the Conditions of Contract.

10. Timetable

The timetable below shall be followed:

Return of Tenders	17.00pm 2 November 2005
Award of Contract	8 November 2005
Contract to commence	10 November 2005
Contract to be reviewed	10 November 2006

11. Copyright

In line with the terms and conditions tenderers must note that the Client has copyright to all photography produced in relation to the contract. More details are shown in Clause 30 of the terms and conditions for services.

12 Travel and Subsistence

Any travel and subsistence expenses incurred by contractors in the delivery of the contract will be paid at a maximum of the Client's rates. A copy is attached.

13 Security

If the successful contractor requires its personnel to have frequent and uncontrolled access to the premises of the National Assembly for Wales, or where such personnel have access to restricted information, or proximity to public figures, then all such personnel must satisfy the security requirements of the Client by completing a security questionnaire. No contractor personnel will be issued security passes until they have obtained the required security clearance. Until then, they will be issued with a temporary pass and will be escorted each time they visit the premises.

14. Changes to the Specification

The specification sets out an example of work that may be needed by the Client. It is possible that during the life of the contract changes in the nature and volume of the work and the time scale will arise. Changes to the specification will be implemented by issuing written amendments to all those affected by the changes.

15 . Conditions of Contract for Services

The Conditions of Contract for Services hereafter specified shall apply in relation to this contract. The Contractor must have regard to these Conditions.

Annex A

Price Schedule - A-DEC-02-02-657 - Photography Call off Contract .

Invitation to Submit a Quotation to supply Photography to the National Assembly for Wales

Please complete the price schedule outlined below, including all costs, which could be associated with your quote for this contract

NB: This price schedule must be completed and returned with your tender

Price Schedule for photographic Work

	Cost (£)	
1 Hourly/half daily/daily rate for photographic work		
Hourly	£	.
Half Daily	£	.
Daily	£	..
2 Costs for materials e.g. film, prints, contact sheets, per unit		
Item	£	.
Item	£	.
Item	£	.
Item	£	..
3 Staffing Le. on- site support as required	£	.
4 Travel and subsistence (Le. per mile overnight)	£	.
5 Miscellaneous Expenses (Please specify)		
Item	£	.
Item	£	.

(NB: Please continue on a separate sheet if required)

NB: This section must be completed	
Name.....	Company Name.....
Position.....	Company Address.....
Tel No.....
Fax No.....	E-mail.....
Signature.....	Date.....