



# WILLIAM & MARY

CHARTERED 1693

---

## Request for Proposal

**RFP Title:** Freelance Services:  
Photography, Videography,  
Writer, Editor

**RFP Number:** RFP- WM20-2190

**Issue Date:** July 15, 2019

**Close Date:** August 15, 2019 at 2:00 pm



---

WILLIAM & MARY IS A VASCUPP™ MEMBER INSTITUTION



WILLIAM & MARY  
PROCUREMENT SERVICES

**OPEN ENROLLMENT PROPOSALS**  
**RFP# WM20-2190**

Issue Date: July 15, 2019  
Title: Freelance  
Questions: See section 1, item D.  
Close Date: August 15, 2019 (before 2:00pm)  
Commodity Code: 91572, 91590, 91527

**Mailing/Delivery:** Mailing address  
Procurement Services  
P.O. Box 8795  
Williamsburg, Virginia 23187-8795

Delivery Address  
Procurement Services, Facilities Management Building  
Lower Level rear entrance  
115 Grigsby Drive  
Williamsburg, Virginia 23185

Period of Contract: Award THROUGH August 2024 (with One Five-Year Renewal Options or as negotiated)

Send proposals directly to the address shown above by due date and time to be considered; any late proposals will be rejected. If proposals are **hand delivered**, i.e. UPS, FEDEX or by offeror, please use the delivery address above. For mailed submissions, please allow extra days for internal delivery from campus post office box. The RFP number should be referenced on the outside of the package.

**IDENTIFICATION OF PROPOSAL PACKAGE:** The signed proposal should be returned in a separate envelope or package, sealed and identified as instructed in Section IX, paragraph F. W&M requires the inclusion of a clearly marked redacted proposal if any portion of the offeror's proposal contains proprietary information; Reference Section VII, A., (9) stipulations. All resulting contracts will be made available through W&M's and/or VASCUPP Public Contracts Gateway.

**eVA REGISTRATION:**

All vendors desiring to provide goods and/or services to W&M shall participate in the eVA Internet e-procurement solution The Offeror awarded shall be registered in eVA prior to contract award; **failure to self-register, by award date, may result in the proposal being rejected.**

All inquiries for information regarding this Request for Proposals should be directed to: Sherrene V. Moore, Senior Sourcing Specialist, Procurement Services (757) 221-3958 or [svmoor@wm.edu](mailto:svmoor@wm.edu). Offerors shall only contact W&M Procurement Services. Contacting W&M employees, other than W&M Procurement Services, for any reason during this solicitation process may be grounds for disqualification.

In compliance with this Request for Proposals and to all the conditions imposed herein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:  
Lusher Productions  
1321 Debbs  
Chesapeake, VA 23320  
FEI/FIN #: 82-0619475

Date: 8/1/19  
By: \_\_\_\_\_  
Name: Eric Lusher  
*(Type or Print Name and Title)*  
Phone #: 757-472-8510  
Fax #: \_\_\_\_\_  
Email: eric@lusherproductions.com

Minority Owned Business: \_\_\_ Woman Owned Business:  Small Business:  Micro Business: \_\_\_

VA Dept. of Small Business and Supplier Diversity Certification # \_\_\_\_\_ eVA ID# \_\_\_\_\_

**This public body does not discriminate against faith-based organizations in accordance with the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1, § 36 or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**

**RETURN OF THIS PAGE IS REQUIRED**

**TABLE OF CONTENTS**  
**RFP# WM20-2190**  
**Freelance SERVICES**

I.	PURPOSE	PAGE 4
II.	BACKGROUND	PAGE 4
III.	CONTRACT PARTICIPATION	PAGE 5
IV.	REPORTING & DELIVERY REQUIREMENTS	PAGE 5
V.	STATEMENT OF NEEDS	PAGE 6
VI.	EVALUATION AND AWARD CRITERIA	PAGE 8
VII.	PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS	PAGE 9
VIII.	MANDATORY GENERAL TERMS & CONDITIONS	PAGE 11
IX.	SPECIAL TERMS & CONDITIONS	PAGE 11
X.	ADDITIONAL SPECIAL TERMS & CONDITIONS	PAGE 12
XI.	METHOD OF PAYMENT	PAGE 15

ATTACHMENTS:

- A. UNDERSTANDING OF REQUIREMENTS
- B. PROPOSAL SUBMITTAL DOCUMENT (**Return Required**)
- C. SAMPLE – STATEMENT OF WORK TEMPLATE

## I. PURPOSE

- A. The purpose and intent of this Request for Proposals (RFP) is to solicit sealed proposals from experienced firms and independent contractors in order to establish a contract through competitive negotiations for the purpose of providing *Photography, Videography, Editor, Writer Services* to William & Mary, an institution of the Commonwealth of Virginia, hereinafter referred to as the university.

It is the intent of this RFP to make multiple awards in order to create a qualified supplier pool that will be available on an on-demand basis, and have open award enrollment periods as determined by total volume need of the University. The university reserves the right to award to new Selected Firm(s) and/or re-negotiate pricing with currently Selected Firm(s) during these open enrollment periods.

- B. For ease of reference, each vendor or company receiving this Request for Proposal is referred to as an Offeror(s) and the Offeror selected to provide services for the university is referred to as a Contractor. This Request for Proposal states the instructions for submitting proposals, the procedures and criteria by which an Offeror's proposal will be evaluated and the terms and conditions by which the university proposes to govern the agreement between it and the selected Contractor.
- C. This document as written and issued by the university's Procurement Services on **(July 15, 2019)** is the official solicitation document. Any changes made to the document by an offeror must be clearly identified at the time the proposal is submitted. Changes made to a RFP document generally will result in disqualification; changes made to a proposal may be considered within the negotiation process.
- D. **QUESTIONS:** Firms receiving this RFP are welcome to submit questions concerning this RFP to Sherrere Moore at [svmoor@wm.edu](mailto:svmoor@wm.edu), see Section IX. H. and Attachment A. Questions will only be answered by email and all questions and answers provided may be periodically be posted at [www.eva.virginia.gov](http://www.eva.virginia.gov). Questions asked after August 5, 2019 or not in the requested method may not be answered.

## II. BACKGROUND

- A. William & Mary is the nation's second oldest College and the first college to become a university. Established in 1693 by British royal charter, William & Mary is proud of its role as the Alma Mater of generations of American patriots, leaders, and public servants. William & Mary is a public, coeducational institution based on a strong liberal arts tradition that offers the full range of degree programs from the baccalaureate to the doctor of philosophy and doctor of law. William & Mary serves the Commonwealth and the nation by its dedication to excellence in education. It routinely ranks in the top ten of public universities in the country and is considered a best buy in many university guides. Besides William & Mary's extensive undergraduate programs, it has four nationally ranked professional schools of marine science, law, business and education.

William & Mary enrolls approximately 6,400 undergraduate students and 2,000 graduate students. As a public university, Virginia residents comprise 65% of the student body, and non-Virginia residents comprise 35% of the student body. Now, in its fourth century, William & Mary, continues its tradition of excellence by combining the best features of an undergraduate university with the opportunities offered by a cutting-edge research university. Our moderate size, dedicated faculty, and distinctive history give William & Mary a unique character among public institutions, and create a learning environment that fosters close interaction among students and teachers.

- B. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:** It is the goal of the university that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses, to include SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

All potential Offerors are required to submit a Small Business Subcontracting Plan unless the Offeror is registered as a SBSD-certified small business. No Offeror or subcontractor shall be considered a Small Business, a Women-

Owned Business or a Minority-Owned Business unless certified as such by the Small Business Supplier Diversity (SBSD) by the due date for receipt of proposals.

Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the university on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the university at a minimum the following information: name of firm with the SBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the university. The university reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

- C. **CONTRACT TERM.** Any contract(s) resulting from this proposal shall be effective from award for a period of five (5) years to August 30, 2024 with an optional five (5) year renewal (see Section VI.C for possible Open Enrollment option). Unless stated otherwise herein, the basic and governing language of the contract resulting from this solicitation shall be comprised of the RFP documents, including any attachments and amendments, and the successful supplier's signed proposal. In the event of a conflict between the two documents, the RFP shall govern.

In the event the university requires changes in the scope of services, such changes will be mutually agreed upon by and between the Contractor and the university shall be incorporated in written amendments to the contract.

Pricing will remain firm for 2 years, there after a price increase may be requested annually from the date of award with supporting documentation. The submitted request will be reviewed and negotiated at that time.

### III. **CONTRACT PARTICIPATION- COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES:**

Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (see <https://vascupp.org/rules.pdf>), it is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or W&M's affiliated foundations may access any resulting contract if authorized by the contractor. Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor will notify W&M in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of contract to include contractual disputes, invoicing and payments without direct administration from W&M. W&M shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that W&M is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances. Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be. The Contractor is strongly encouraged to offer additional benefits to all contract participants as the result of increasing aggregated spend among all entities accessing the contract. A plan for extending expanded value among all contract participants will be requested during negotiations.

### IV. **REPORTING AND DELIVERY REQUIREMENTS**

UTILIZATION OF SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES: The following reports shall be submitted as indicated:

- A. **MINORITY/WOMEN OWNED BUSINESS SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms are available from the Department of Minority Business Enterprises.

- B. Final Actual Involvement Report: The Contractor shall submit a report to the Contract Officer, within 10 days of contract completion, on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of this contract. At a minimum, this report shall include for each firm contracted with and for each such business class (i.e., small, women-owned, minority-owned) a comparison of the total actual dollars spent on this contract with the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated contract value.
- C. The Contractor agrees to furnish the Procurement office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

**V. STATEMENT OF NEEDS**

W&M's department are often in need of services listed below to meet objectives on a variety of platforms. To extend its resources, the university seeks vendors to enter into a general contract to provide high-quality services to W&M on an as-needed basis.

**A. GENERAL:**

- 1. The Contractor shall perform the services as described herein unless the Contractor can explain in detail that the deviation would be of material benefit to the university and would provide services at least equal to that specified. The Contractor shall be fully and solely responsible for the supervision, control, direction, wages, payroll taxes, deductions, compensation, insurance, and all other matters pertaining to any individuals engaged by the Contractor.
- 2. The contractor shall provide all labor, materials, tools, equipment and supervision to provide the service for various W&M projects and shall render one or more of the following services for any given project. Provide a detailed response to each item below. Vendors are encouraged to provide a proposal for the services in which they are qualified to provide.
- 3. The Contractor and W&M may mutually establish routine procedures for handling the services described herein. Such procedures are subject to William & Mary's approval.
- 4. The Contractor may meet with faculty/project staff (remotely or in-person) to review the particular requirements of the evaluation to be performed.
- 5. All materials created in fulfillment of this Contract in support of the university, shall be owned by the university as follows:
  - a. Writer/Editors: Materials created in fulfillment of specific duties outlined this RFP shall be solely owned by the university. Contactor shall take care of any/all copyright procurement and confirm that all content shall be owned by the university and shall retain all rights associated with the completed project. Describe your ability to comply with and meet this requirement
  - b. Photographers/Videographers: William & Mary may have exclusive rights to use the images, but may not own the images. The Freelancer may be allowed to use them for intents & purposes of promotion or portfolio, but cannot sell them to anyone else without expressed permission from William & Mary. The request for this use must be presented in the Offerors response and will be negotiated as part of any potential resulting contract.

Contractor shall upon request, provide W&M with unedited raw footage and rough cuts of all filming sessions for the university to save, review, and otherwise use without limitation at any point during and
- 6. Contractor shall abide by William & Mary brand guidelines and follow directions from university staff.

B. **SPECIFIC CATEGORIES of SERVICES:**

1. **PHOTOGRAPHY SERVICES:** Yearbook and graduation package photos service is not included as part of this contract. Provide high-quality photography services for various W&M entities on an as-needed basis. Create final edited photographs that meet industry standard technical specifications, and deliver via digital files.

The above may require the following:

- a. provide photo shoots with proper lighting techniques.
  - b. provide imaging services (i.e. Photoshop).
  - c. If applicable, ability to transmit photo files from remote field locations.
  - d. provide W&M with complete edited photo files of all shooting sessions for the university to save, review, and otherwise use without limitation at any point during and after fulfillment of the contract. Describe your ability to comply with and meet this requirement.
  - e. The Contractor shall grant William & Mary (licensee), exclusive rights to use and reproduce the images identified in the invoice/contract, solely to the extent explicitly stated in the usages listed below for William & Mary. This right may be exercised by subcontractors of the licensee for preparation of the licensee's work, provided that such subcontractors agree and abide by the terms of this agreement. Licensor retains copyright and is permitted to use the images for promotional purposes but is restricted from reselling any or all of the images unless express written consent is offered by licensee. Photo credit must read "Photographer's Name", all rights reserved.
2. **VIDEOGRAPHY SERVICES:** Create video with industry-standard technical specifications that are compatible with common video formats used in publicly-available hosted sites such as YouTube, Vimeo, and Facebook and your ability to integrate closed-captioning into videos when requested. Produce final HD-quality video content for use for recruitment, alumni engagement, fundraising, athletics, and academic programs, among other uses. Record and/or transmit HD-quality audio and/or video of a W&M event, either on campus or within the surrounding area, using at least one audio and/or video capturing device.

The above may require one or more of the following.

- a. provide scriptwriting and/or interviewing services (provide a link for view of examples).
  - b. provide video shoots with proper lighting and audio.
  - c. provide video editing services that may include voice over, music and/or sound effects, and video graphics and/or animation.
  - d. create final edited footage and programming that includes creative aesthetics and meets industry standard technical specifications and deliver QuickTime compatible digital files.
  - e. provide recording with one or multiple cameras and/or microphones.
  - f. provide live video switching.
  - g. create and integrate video graphics, slides or animations.
  - h. provide a reliable, live audio/video feed or to provide live internet video streaming for an unlimited number of viewers/listeners.
  - i. create final footage, which meets industry standard technical specifications, and to deliver QuickTime compatible digital files.
2. **EDITING SERVICES:** Work on a variety of communications, including but not limited to magazine articles, online exclusives, solicitations, proposals, online exclusives, reports and stewardship-related materials. Provide editing services on wide-ranging marketing and communications materials.

The above may require one or more of the following.

- a. laying out, indexing, and revising content of written materials, in preparation for final publication
- b. Prepare, rewrite and edit copy to improve readability
- c. Read copy or proof to detect and correct errors in spelling, punctuation, and syntax.

3. **FREELANCE WRITING SERVICES:** responsible for writing articles or books on project basis or freelance basis.

The above may require one or more of the following.

- a. Draft written communications for various distribution methods, including but not limited to email, letters, magazines, blog posts, etc.
- b. Freelance writer should have a minimum of five years of progressive professional experience in communications or related field as well as a portfolio that demonstrates very strong creative proficiency. Portfolio information shall be provided via a link or on the submitted flash drive.

**D. SERVICE REQUIREMENTS:**

1. The successful Offeror should respond to inquiries for service within 5 business days of being contacted by the university.
2. The Offeror must produce written plans and reports aligned to the specifications outlined by particular end-users, which will be provided by the university.

**E. USE OF LOGOS:**

The Contractor will be allowed to use William & Mary logos on documents and materials produced for the university. Unless prior and explicit written approval is received from William & Mary's Licensing Officer, Eden Harris the Contractor is prohibited from using the university and its related entities' name, logo, and resources for any other purpose.

**F. REPORTING AND DELIVERY REQUIREMENTS:**

The Contractor must provide the agreed upon services and task **at the times specified described in the individual job order** to the university contract administrator.

**VI. EVALUATION AND AWARD CRITERIA**

**A. EVALUATION CRITERIA**

Each proposal will be evaluated for full compliance with the RFP instructions to the Offeror and the mandatory terms and conditions set forth within the RFP document. The objective of the Evaluation will be to recommend the Contractor(s) who are most responsive to the herein described needs of William & Mary. The proposals shall be evaluated by William & Mary using the following criteria:

1. Capabilities and Skills
2. Experience
3. Compliance with W&M terms and conditions
4. Costs
5. Small, Women-Owned, and Minority-Owned Participation Plan

- B. AWARD OF CONTRACT: (NON-PROFESSIONAL SERVICES)** Selection shall be made Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted, the agency shall select the Offeror(s) which, in its opinion, has meet all the requirements, and shall award the contract to that selected Offeror(s). The university may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Rules Governing Procurement*, Chapter 2, Exhibit J, Attachment 1 § 49D). Should the university determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be

negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.

**C. Anticipated Award Schedule/ Open Enrollment:**

Open enrollment may be initiated based on the volume of total university's needs. Periods of open enrollment will be referred to as specific "Generation(s)" of vendor award(s). Selected Firm(s)\* may be awarded for one, more than one, or all Services Categories. Firm(s)\*\* will be asked to provide proposals in a similar process during each Generation open enrollment period.

Selected Firm(s)\* who have been awarded in the prior year will be subject to auto-renewals for the full ten (10) year period unless otherwise determined by the university. Selected Firm(s)\* pricing and discounts will remain for a period of one year from date of Agreement. The university may negotiate or re-negotiate pricing or service terms each year. Selected Firm(s)\* awarded in subsequent Generation(s) will have the same expiration term and pricing requirements as identified in this RFP.

An example of the Generation award structure:

\* "Selected Firm(s)" indicates a vendor that has been selected for Award and is designated as contract vendor for the university.

\*\* "Firm(s)" indicates a vendor that is eligible to submit a proposal for this RFP.

<b>Generation</b>	<b>Anticipated Expiration Term</b>
02 (2020)	4 years from award date (2024)
03 (2022)	2 years from award date (2024)
04 (2024) Contract renewal year	5 years from award date (2029)
05 (2026)	3 years from award date (2029)

**VII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**

**A. GENERAL REQUIREMENTS:**

1. In order to be considered for selection, Offerors must submit a complete response to this RFP as described below. No other distribution of the proposal **shall** be made by the Offeror.
  - a) **One (1) original hard copy** of the completed Attachment B, proposal submittal document, INCLUDING Required Cover Sheet. Samples of finished work can be provided via a link to a website or on flash drive submitted with the proposal, item b). Any proprietary information **shall** be clearly marked in accordance with item "9." below.
  - b) **One (1) electronic copy in WORD format or searchable PDF** (*flash/thumb drive, no CD*) of the entire proposal submittal document Attachment B, INCLUDING ALL ATTACHMENTS and various samples of finished work that showcase your quality of work, complement your clients' existing branded materials, and demonstrate your ability to meet the needs of this RFP. Any proprietary information **shall** be clearly marked in accordance with item "9." below. The university may use this copy to post online or as the publically available copy in response to a FOIA request (see item "9." Below).
  - c) If the proposal contains **proprietary information**, provide **one (1) redacted** electronic copy of the proposal and attachments **with proprietary portions removed or blacked out**. This copy **shall** be clearly marked "*Redacted Copy*" in the document name on the electronic copy. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. The university **shall** not be responsible for the Contractor's failure to exclude proprietary information from the redacted copy.
2. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be included.

3. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the university requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the university. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
4. All proposals shall be received and time stamped in the Procurement Office no later than the Closing Date and Time shown on the cover page of this Request for Proposal. Any proposal received after the specified date and time shall not be considered and shall be returned unopened to the Offeror.
5. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the university. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding explanation session only and does not include negotiation. The university will schedule the time and location of these presentations. Oral presentations are an option of the university and may or may not be conducted.
6. All information requested by this RFP on the ownership, utilization and planned involvement of small businesses, women owned businesses and minority-owned businesses must be submitted. If an Offeror fails to submit all information requested the university may require prompt submission of missing information after the receipt of Offeror's proposal.
7. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
8. Proposals must be submitted using Attachment B. in the RFP.
  - a) Any additional documentation submitted with the required Attachment should included in the electronic copy and reference the paragraph number of the corresponding section of the RFP.
  - b) It is also helpful to cite the paragraph number and sub-letter, and repeat the text of the requirement as it appears in the RFP.
  - c) Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should NOT be attached to the proposal submittal document (Attachment B) but included in the electronic copy and designated as additional material.

**Proposals that are not submitted on the Attachment B and organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.**

9. Ownership of all data, materials and documentation originated and prepared for the university pursuant to the RFP shall belong exclusively to the university and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Freedom of Information Act; however, the Offeror must invoke the protections of Section 34-5129 of the Rules Governing Procurement, in writing either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. The university is not bound by Offeror's classification of data or other materials as trade secrets or proprietary information.

B. SPECIFIC REQUIREMENTS:

Proposals should be as thorough and detailed as possible so that the university may properly evaluate your capabilities to provide the required goods/services. **Offerors are required to submit the following items as a complete proposal:**

1. The return of the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Complete and return all pages of Attachment B in the RFP (Proposal Submittal Document) which includes Sections 5 – 9 as follows:
  - Section 5. Contractor Data Shee
    - a. Three (3) recent references, for whom you have provided the type services described herein. Include the date(s) the services were furnished, the client name, address and the name, phone number and email of the individual the university has your permission to contact.
    - b. Provide any lost accounts in the last three years, include a contact name and contact information, length of contract, and reason for the loss
  - Section 6. a written narrative statement to include the following
    - a. Capabilities and Skills –  
The qualifications and areas of expertise of providing the service offered: Provide resumes.  
  
Describe your experience and responsibilities in rendering the services as described herein. List any sub-Contractors to be employed and their credentials. The Offeror's relevant experience and qualifications in providing the requested Services described herein.
    - b. Experience - The Offeror's capabilities and skills to perform the services stated in the proposal, including references: List current accounts and lost accounts on the Contractor Data Sheet in the proposal submittal document. Samples of finished work can be provided in the submittal document via a link to a website or on flash drive submitted with the proposal.
  - Section 7. Compliance with W&M terms and conditions
  - Section 8. Costs - The fees charged by the Offeror for providing the services in the proposal. Specifically, provide a detailed pricing schedule that clearly lists the service/items to be provided and their associated cost(s).
  - Section 9. Small, Women-Owned and Minority Business Participation. The Offeror must submit proof of SBSD SWaM certification or utilization of small, women-owned and minority-owned businesses for the initial contract period.

**VIII. MANDATORY GENERAL TERMS AND CONDITIONS**

**William & Mary's Mandatory Contractual Provisions:** (Only firms who agree to Mandatory Provisions will be considered).

<https://www.wm.edu/offices/procurement/buying/laws-policies-procedures/mandatory-general-terms-and-conditions-1.25.19.pdf>

**IX. SPECIAL TERMS AND CONDITIONS**

**William & Mary's Preferred Contractual Provisions:**

<https://www.wm.edu/offices/procurement/buying/laws-policies-procedures/specialtermsandconditions-website-version.pdf>

**X. ADDITIONAL SPECIAL TERMS AND CONDITIONS**

- A. DATA THEFT:** The Contractor assures that any and all personal information and data obtained as a result of performing contractual duties associated with this contract shall be held in strict confidence. Such information shall not be divulged without written permission from the individual and this Agency.
1. All personal information whether electronic or hard copy shall be stored in a manner that will prevent intrusion and theft by unauthorized persons.
  2. All intrusions or suspicions of intrusion into files containing personal information shall be reported to the Agency and proper authorities within 24 hours of detection or suspicion.
  3. All remedies suggested by the Contractor shall be approved by the Agency prior to being implemented.
  4. Data thefts occurring due to Contractor errors, omissions, or oversights are the financial responsibility of the Contractor. This responsibility includes the cost of remedy.

- B. ADDITIONAL INSURANCE:** Depending on the specific consulting project requirements initiated by an agency, contractors may be required to provide insurance in addition to the insurance requirements found in the General Terms and Conditions section of this solicitation. Contractors will be notified of any additional insurance requirements in the university's scope of work.

- C. CONFIDENTIALITY:** The contractor assures that information and data obtained during the performance of this contract, to include personal facts and circumstances related to patients or clients, shall be considered confidential, during and following the term of this contract, and will not be divulged without the agency's written consent and then only in strict accordance with prevailing laws. The contractor shall hold all information provided by the agency as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material. Upon termination of this agreement and/or within 30 days of receipt of final payment for services, all materials, data and information in the possession of the contractor, provided to or obtained by the contractor during the performance of this contract and to satisfy the requirements of this contract, shall be provided to the agency in hardcopy and/or electronic form. Except where law allows, the contractor shall not retain hard copies of the material, data and information and all electronic stored material, data and information shall be expunged from equipment and systems retained by the contractor, unless otherwise agreed to in writing by the agency. The Contractor acknowledges and understands that its employees may have access to confidential information, including Protected Health Information (PHI) regarding employees, clients/patients, or the public. In addition, the Contractor acknowledges and understands that its employees may have access to proprietary or other confidential information or business information belonging to the Commonwealth. Therefore, except as required by law, the Contractor agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorization;
2. Access or attempt to access Protected Health Information (PHI) beyond their stated authorized HIPAA access level;
3. Disclose to any other person or allow any other person access to any information related to the Commonwealth, or any of its facilities that is proprietary or confidential and/or pertains to employees, students, patients, or the public. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.
4. Disclose Protected Health Information (PHI) in violation of HIPAA regulations.

The contractor understands that the Commonwealth and its employees, clients/patients, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the Commonwealth may seek legal remedies available to it should such disclosure occur. Further, the contractor understands that violations of this clause may result in contract default.

- D. INTELLECTUAL PROPERTY RIGHTS FOR WRITERS: (This clause may not apply to photographer and videographers).** All rights in intellectual property specifically developed or created pursuant to this contract shall be the sole property of the agency placing the order with the Contractor. "Intellectual property" includes all inventions subject to the U.S. Patent System (including but not limited to new processes, materials, compounds, and chemicals), and all creations subject to the U.S. Copyright Act of

1976 (including but not limited to printed material, software, drawings, blueprints, and compilations such as electronic databases).

All copyrightable material created pursuant to the contract shall be considered work made for hire and may be utilized exclusively by the agency. Neither party intends any copyrightable material created pursuant to this contract, together with any other copyrightable material with which it may be combined or used, to be a "joint work" under the copyright laws. If the whole or any part of any such copyrightable material cannot be deemed work made for hire or deemed a joint work, the contractor agrees to assign, and does hereby irrevocably assign, its entire copyright interest therein to the agency and shall execute and deliver such further documents as the agency may reasonably request for the purpose of acknowledging or implementing such assignment.

The contractor warrants that no individual, other than regular employees of the contractor or the agency working within the scope of their employment, shall participate in the creation of any intellectual property pursuant to this contract unless such individual and his or her employer, if any, have signed an intellectual property agreement satisfactory to the agency. The agency shall have all rights, title and interest in or to any invention produced to practice pursuant to this contract. The contractor shall not patent any invention conceived in the course of performing this contract.

The contractor hereby agrees that, notwithstanding anything else in this contract, in the event of any breach of this contract by the agency, the remedies of the contractor shall not include any right to rescind or otherwise revoke or invalidate the provisions of this section. Similarly, no termination of this contract by the agency shall have the effect of rescinding the provisions of this section.

- E. OWNERSHIP OF DOCUMENTS:** All documents, which for purposes of this contract is defined to include but not be limited to reports, plans, subject data ("subject data" is defined as all information, excluding copyrighted material, that is compiled or delivered or specified to be compiled or delivered under this contract), drawings, studies, specifications, memoranda, estimates and computations secured by and for the contractor in the prosecution of this contract shall become and remain the property of the university upon termination or completion of the work.

The university shall have the right to use such documents (preferably including copyrighted material) for any public purpose without compensation to the contractor, other than as hereinafter provided. Except for its own internal use, the contractor shall not publish or reproduce documents, in whole or in part, in any manner or form, nor shall the contractor authorize others to do so without the written consent of the university. The university reserves the right to publish initially all documents. The Contractor shall not release or publish any documents without the prior written approval of the university. Neither the Contractor, nor any subcontractor or any agents, employees nor subcontractors thereof, shall publish, participate in the publication of, or make oral presentations regarding any documents, information or material relating to this contract, either during or after the term of this contract, without specific prior written approval of the university. Any releases to the news media must be approved by and released through the university.

- F. OWNERSHIP OF PROPERTY:** Any equipment, reference materials and other items purchased specifically for project, using university funds, will belong to the university at the conclusion of the project and delivered back to the university.

**Contractor's Personnel:** Contractor's personnel, including subcontractors, shall adhere to the same professional and ethical standards of conduct required of State personnel. Contractor personnel shall not:

- a. Discuss with unauthorized persons any information obtained in the performance of work under any order not considered a public record;
- b. Conduct business not directly related to the order on agency premises;
- c. Use computer systems and/or other agency facilities for company or personal business other than work related to the order; or
- d. Recruit on agency premises or otherwise act to disrupt official agency business.

- G. COMMUNICATIONS:** Contractor personnel shall not hold themselves out to be representatives, in any capacity, of the agency. In all communications with third parties, contractor personnel shall identify themselves as such and specify the name of the contractor.

H. TRAVEL: Prior authorization by W&M department is required for any travel taken under this Agreement. (See the W&M's Travel Policy for specific limitations of travel expense reimbursement <https://www.wm.edu/offices/financialoperations/travel/index.php>).

I. CONTRACTOR RESPONSIBILITIES: In accepting an order, the contractor recognizes its responsibility for all tasks and deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and deliverables and agrees to be fully accountable for the performance thereof. In addition, the contractor assumes full responsibility for the acts of all subcontractors.

The contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all orders it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation, disability benefits and the like for its personnel and any subcontractors. The contractor is accountable to the agency for the actions of its personnel.

Contractor's management responsibilities include, but are not limited to, the following:

- a. Ensure personnel understand the work to be performed on orders to which they are assigned.
- b. Ensure personnel know their management chain and adhere to contractor policies and exhibit professional conduct to perform in the best interest of the agency.
- c. Ensure personnel adhere to applicable laws, regulations, and contract conditions governing contractor performance and relationships with the agency.
- d. Regularly assess personnel performance and provide feedback to improve overall task performance.
- e. Ensure high quality results are achieved through task performance.

J. TREATMENT OF CUSTOMER ASSETS: Title to all property furnished by the university under this contract or any order shall remain in the university, and contractor shall surrender to the university all property of the university prior to settlement upon completion, termination, or cancellation of any order. Any property of the university furnished to the contractor shall, unless otherwise provided herein or approved by the university, be used only for the performance of the services for the university.

K. ORDER TERMINATION: The university reserves the right to terminate an order at any time. Upon the termination of any order or a portion thereof, the university may require the contractor to deliver to the university any deliverables specifically produced or acquired for the performance of such part of any order. The university shall pay the contractor for deliverables received and accepted by the university, however, in no event shall the university pay to the contractor an amount greater than the contractor would have been entitled to if the order were not terminated.

After receipt of a notice of termination, and except as otherwise directed by the university, the contractor shall stop performing services on the date, and to the extent specified, in the notice.

The contractor shall accept no further orders for additional or other services related to the affected order, and shall, as soon as practicable, but in no event longer than thirty (30) calendar days after termination, terminate any orders and/or subcontracts related to the terminated order and settle all outstanding liabilities and all claims arising out of such termination of orders and/or subcontracts, with the approval or ratification of the university to the extent required, which approval or ratification shall be final for the purpose of this section.

The parties shall also settle any transfers of property which may have been required to be furnished to university or which otherwise belongs to the university; and contractor shall provide written certification to the university that the contractor has surrendered to the university all said property.

The termination of an order shall not affect the performance or quality of any other unrelated order being performed by the contractor for the same agency or any other agency.

- L. CONTRACT ADMINISTRATOR: The university reserves the right to identify a Contract Administrator for any Agreement which results from this RFP at any time. The individual will be the point of contact at the university for day-to-day operations but cannot approve amendments to the Agreement or price changes.
- M. WAIVER: No waiver of any right will be deemed a continuing waiver, and no failure on the part of either party to exercise wholly or in part any right will prevent a later exercise of such or any other right.
- N. ORDERING PROCEDURES: The university does not place verbal orders for the Goods and Services. The university may only place orders for the Goods and Services by issuing a formal written Purchase Order in advance of Selected Firm(s)'s provision of the Goods and Services. Accordingly, at the university's request, the Selected Firm(s) will issue a proposal/quotation listing the Goods and Services desired by the university and the corresponding fees and/or fee estimates. After any necessary discussions and/or revisions, the university will issue a corresponding Purchase Order for a specified fee amount. This specified fee amount cannot be exceeded by the Selected Firm(s) unless a new formal written Purchase Order or Purchase Order revision is issued by the university authorizing a specific additional fee amount. Under no circumstances does the university authorize the Selected Firm(s) to provide the Goods and Services before receipt of a formal written Purchase Order corresponding to its proposal/quotation. If the Selected Firm(s) provides Goods and Services prior to receipt of a formal written Purchase Order, or incurs costs in excess of authorized purchase order fee amounts, it does so at its own risk.
- O. PARKING PERMITS: William and Mary Parking Services will require the purchase and display of a parking permit for all vendor/business/contractor vehicles, privately and company owned that park on campus. The cost of the permit is the same as the faculty/staff permit. Permit options include one year, six months, three months, summer, or day. Permits are available through application at William and Mary Parking Services, 201 Ukrop Way, Williamsburg, Virginia 23187. Additional information is available at <http://web.wm.edu/parking/primary.php?svr=www> or by calling Parking Services at (757) 221-4764.

- XI. METHOD OF PAYMENT: Payment will be made in accordance with the Commonwealth of Virginia Prompt Payment Act. All invoices shall show the contract number and/or purchase order number. Invoices for items or services ordered, delivered, and accepted shall be submitted by the Contractor to the address that appears on the W&M's assigned eVA purchase order.

The Contractor shall ensure that a current Commonwealth of Virginia Substitute W-9 (Taxpayer Identification Number and Certification) is on file in the Accounts Payable Office. Failure to have a current W-9 on file may delay payment of any invoice(s) submitted. Invoices presented to the Accounts Payable Office are deemed valid only if a current W-9 is on file.

Preferred payment method for this contract is Automated Clearing House (ACH): It is a direct deposit to the vendor provided bank account. ACH setup information is available on the Financial Operations website at: <http://www.wm.edu/offices/financialoperations/ap/vendorinvoices/paymentmethods/index.php>.

You may send an email to [apdept@wm.edu](mailto:apdept@wm.edu) to request enrollment in electronic payment.

- XII. PRICING SCHEDULE: The fees charged by the Offeror for providing the selected services group listed in your proposal.

Specifically, provide a detailed pricing schedule that clearly lists the service/items to be provided and the associated cost(s).

Group A: **Photography Services**

Group B: **Videography Services**

Group C: **Editor Services**

Group D: **Writer Services**

OFFEROR: \_\_\_\_\_

RFP#: RFP #WM20-2190 DATE: \_\_\_\_\_

The following question concerns specifications, Section (number) \_\_\_\_\_

Paragraph \_\_\_\_\_, page \_\_\_\_\_:

---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---

All responses to questions may be made by Addendum.

Questions Submitted by: \_\_\_\_\_

NAME

\_\_\_\_\_  
ORGANIZATION

PAGE \_\_\_\_\_

EMAIL \_\_\_\_\_

TELEPHONE# \_\_\_\_\_ FAX # \_\_\_\_\_

This may be E-MAIL to: (svmoor@wm.edu) Senior Sourcing Specialist: (Sherrene V. Moore)

**PROPOSAL SUBMITTAL DOCUMENT**  
**RETURN OF THIS COMPLETED DOCUMENT IS REQUIRED**  
**Freelance Services - Specific Requirements Submittal**

Proposals should be as thorough and detailed as possible so that the university may properly evaluate your capabilities to provide the required services. **Offerors are required to submit the following items as part of a complete proposal:**

**Section 1: Determination for Consideration**

What groups would you like to be considered for, select all that you would like to be considered for:

- Group A:** Photography Services
- Group B:** Videography Services
- Group C:** Editor Services
- Group D:** Writer Services

**Section 2: General Information**

Company Name: Lusher Productions

Mailing Address: 1321 Debbs Lane Chesapeake, VA 23320

Point of Contact (name): Eric Lusher

Point of Contact (phone number): 757-472-8510

Point of Contact (email): eric@lusherproductions.com

Name and Title of Person(s) Authorized to sign binding commitments for the contractor:

Name: Eric Lusher

Title: Photographer

Have you ever operated under another name? YES \_\_\_\_\_ No

If yes, other name: \_\_\_\_\_

Numbers of years in business under this name: 22 Years

**Section 3: RFP Cover sheet & Addenda**

**MUST RETURN:** The return of the RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.

**Section 4: Conflict of Interest**

RELATIONSHIP WITH WILLIAM & MARY:

IS ANY MEMBER OF THE FIRM AN EMPLOYEE OF THE COMMONWEALTH OF VIRGINIA WHO HAS A PERSONAL INTEREST IN THIS CONTRACT PURSUANT TO THE CODE OF VIRGINIA, SECTION 2.1-639.1 - 639.24? ( ) YES (X) NO

IF YES, EXPLAIN:

\_\_\_\_\_  
SIGNATURE OF OFFEROR

8/13/19  
\_\_\_\_\_  
DATE

**Section 5: Contract Data Sheet/References**

**QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements. Indicate the length of time you have been in business providing this type of service.

22 Years 3 Months

Provide a list of current references (minimum of 3), university, Educational Institutions, and/or other companies that your firm is servicing. Include the length of service, dollar volume, year contract was entered into, and the name and address of the person the university has your permission to contact. Such listing shall be comprehensive of your firm's customer base and can be formatted as follows:

**CURRENT ACCOUNTS:**

<b>Account Name, Address &amp; email address</b>	<b>Length of Service</b>	<b>\$ Volume/Year</b>
1. Alice Blue Studio 1329 E Cary Street, 3rd Floor, Richmond, Virginia 23219 meredith@aliceblue.com	<u>12 Years</u>	<u>\$9,000 average per year</u>
2. Anthem Inc. laura.marko@anthem.com 4433 Corporation Lane Virginia Beach, Virginia	<u>1 years</u>	<u>\$28,600 average per year</u>
3. Pilot Media 150 West Brambelton Ave. Norfolk, VA 23510 ej.toudt@virginiamedia.com	<u>7 Years</u>	<u>\$14,130 average per year</u>
4. Berkshire Hathaway HomeServices Towne Realty 301 Lynnhaven Parkway Virginia Beach, Va. 23452 shoueroscher@aol.com	<u>5 Years</u>	<u>\$16,350 average per year</u>

**LOST ACCOUNTS:**

<b>Account Name, Address &amp; email address</b>	<b>Length of Service</b>	<b>\$ Volume/Year</b>
1. Monarch Bank Now Closed	<u>8 Years</u>	<u>\$11,654 average per year</u>
2. Free Agents Marketing Now Closed	<u>2 Years</u>	<u>\$7,075 average per year</u>
3. Flexa Furniture 1010 Obici Industrial Blvd, Suffolk, VA 23434 Now closed	<u>6 months</u>	<u>\$42,870 per year</u>

**Section 6: Written Narrative of capabilities, skills, and Experience** Capabilities and Skills:

A written narrative statement to include how the Offeror plans on accomplishing the Statement of Needs as follows.

Describe qualifications and areas of expertise for the service offered to the university. Please also attach resumes to final response.

Response here.

See attached document

Provide a list of subcontractors the Offeror would use to provide subcontracting and describe their qualifications and credentials.

Response here.

Experience: A written narrative describing the Offeror’s capabilities and skills to perform the services as stated in the proposal. Provide examples of projects or work completed with the references documented above. Links to a website for samples of finished work can be provided in the submittal document below or provided on flash drive submitted with the proposal.

Response here.

**Section 7: Terms and Conditions**

I agree to the following terms and conditions and acknowledge by marking below with an X:

- Mandatory Terms and Conditions, see Section VIII, page 12.  
(Only firms who agree to Mandatory Provisions will be considered).
- Special Terms and Conditions, see Section IX, page 12
- Additional Special Terms and Conditions, see Section X, page 12

**Section 8: Cost**

Please detail the fees charged by the Offeror for providing the services in the proposal you have identified in Section 1. Specifically the offeror shall, provide a detailed pricing schedule that clearly lists the service/items to be provided and their associated cost(s).

Response here.

See attached document

**Section 9: Small, Women and Minority-owned Businesses (SWaM) Utilization Plan**

It is the goal of William & Mary to have over 42% of its purchases be made from SWaM businesses. All potential bidders are required to submit a SWaM subcontracting plan.

W&M SWaM Goals by Type		
Small Businesses (SBE)	Women-owned Businesses (WBE)	Minority-owned Businesses (MBE)
28%	10%	4%

**Instructions:** ~~Populate~~ *Populate the table on the following page to show your firm's plans for utilization of small (including Micro Businesses), women-owned and minority-owned business enterprises for the subcontracting plans for the response to the solicitation.*

*Describe plans to utilize SWaM businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

**Note: All small, micro, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department Small Business and Supplier Diversity (DSBSD) to be counted in the SWaM program. Certification applications are available through DSBSD at 804-786-6585, or online at [www.sbsd.virginia.gov](http://www.sbsd.virginia.gov) (Customer Service). For detailed definitions of the SWaM types, please visit: <http://www.sbsd.virginia.gov/faq.html#MBE>**

If your firm is already a SWaM vendor certified through SBSD, please provide the following:

SWaM Type (S,O,W,M)	Certification Number
W	tracking number is 726914

As a SBSD certified SWaM vendor, if your company is utilizing SWaM suppliers, W&M strongly encourages you to complete the SWaM utilization plan.

Questions or concerns regarding the completion of the SWaM subcontracting form may be directed to Marra Austin, Associate Director of Procurement Processes & Supplier Diversity Advocate, [maAustin@wm.edu](mailto:maAustin@wm.edu); 757-221-7636. [www.wm.edu/procurement/supplierdiversity](http://www.wm.edu/procurement/supplierdiversity)

Listing of Sub-Contractors, to include, Small, Woman Owned and Minority Owned Businesses  
 for this Bid/Proposal and Subsequent Contract

Sub-Contractor's Name and Address	Contact Person & Phone Number & email	SBSD Certification Number & SWaM Type	Services or Materials Provided	Total Subcontractor Contract Amount
<i>EX: ABC Company 555 Brookwood Way Richmond, VA 23219</i>	<i>John Doe, 804-555-5555 john.doe@abcco.com</i>	<i>01234 (S)</i>	<i>Office supplies for contract</i>	<i>\$1,500</i>

*(Form shall be submitted with proposal and if awarded, a similar spreadsheet will be sent to submit subcontracting reporting that will be required to be completed and attached with each request for payment.)*  
 To check SWaM status of subcontractors: <http://www.sbsd.virginia.gov/cgi-bin/tracking.cgi>

Below is sample scope of work document that must be used and completed when the campus wants to engage services, whereby the Contractor will provide quote, timeline, etc.

This Statement Of Work (“SOW”) is prepared for \_\_\_\_\_ (i.e., University department/school/etc.) and is entered into pursuant to the Agreement by and between Select Firm and the university (Agreement#: WM20-2190) of which the terms and conditions are incorporated as part of this SOW.

This SOW defines and specifies the Services to be performed and/or Work Product to be delivered by Selected Firm, as well as compensation to be paid for such Services and Work Product by the University, all in accordance with the terms and conditions of the Agreement.

- 1. Description of Services to be Provided
- 2. Assumptions
- 3. Fees

Note: A prepayment/down payment is not authorized. Payments may, however, be tied to project milestones associated with a statement of work.

SELECTED FIRM

By: \_\_\_\_\_

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

SOW #: \_\_\_\_\_ (you may request this number be included on the PO)

SAMPLE

## **ATTACHMENT B**

### **Section 6: Written Narrative of capabilities, skills and experience:**

#### **A written narrative statement to include how the offeror plans on accomplishing the Statements of Needs as follows.**

From the beginning of every request received, I will establish the projects needs in terms of equipment, time, staff, retouching and any other post production that may be needed. In order to create the requested images and deliver the expected final product within the deadline established. As a part of this evaluation I will ensure that the proper camera and lenses will be on hand to capture the image for the output needed. For onsite preview and approval a digital capture station with a digital technician will be made available when needed. A variety of strobe, continuous lighting as well as reflectors, scrims and flags are always on hand for proper control of lighting. A photography assistant to aid in setting up, operating and monitoring lighting equipment will be on hand whenever needed. After the conclusion of each job proper storage, cataloging and redundant backup will be made of all imagery to insure the safety of the files and their ready availability to the client even years after the project. If final selections and approval are not made on site the day of the shoot. Once the images are culled and have been basically edited a web proof gallery link will be provided Via email. These links usually utilize Dropbox or my own domain [www.lusherproductions.com](http://www.lusherproductions.com) or [www.ericlusher.com](http://www.ericlusher.com) Once final selections have been received and any postproduction and retouching needs have been discussed. Final retouched files will be delivered within the established time frame via dropbox or FTP on personal domains listed above.

#### **Describing qualifications and areas of expertise for the service offered to the university.**

After receiving a Bachelor of Arts in photography in 2000 from Virginia Intermont College. I spent several years as a freelance photography assistant and digital technician, assisting over 90 photographers to produce, direct, compose, light, capture, edit, process, retouch and deliver all forms of commercial photography and video. Applying this education and experience I have been providing advertising, architectural, editorial, event, and landscape photography services as well as videography to over 300 clients. Whether projects have exact specification on images needed and how they must be composed and captured. Or the project requires my observation and creative interpretation. The years and breadth of experience I have accumulated in my career allow me to approach any specific challenge in a project with prior experience to similar challenges as well as proven solutions.

#### **Section 8: Cost**

##### **Event Photography:**

\$500 to \$50,000 depending on the complexity of event, duration, amount of images needed staff and equipment needed.

##### **Editorial Photography:**

\$1,000 to \$50,000 depending on the complexity of assignment, level of creativity and expertise needed to accomplish the assignment, amount of producing needed, duration of shoot, staff and equipment needed, post production and retouching needed, deadline for proofs and final files.

Advertising Photography:

\$1,000 to \$50,000 depending on the complexity of project, level of creativity and expertise needed to accomplish the project, amount of producing needed, duration of shoot, staff, equipment needed, post production and retouching needed, deadline for proofs and final files.