



Purchasing Department
 4400 University Drive, MS 3C1, Fairfax, VA 22030
 Phone: 703.993.2580; <http://fiscal.gmu.edu/purchasing/>

**STANDARD CONTRACT
 GMU-ER0103-24-11**

This Contract entered on this 24th day of July, 2024 (Effective Date) by Rock Creek Productions, Inc. hereinafter called “Contractor” (located at 610 Herndon Pkwy, Suite 700, Herndon, VA 20170) and George Mason University hereinafter called “Mason,” “University.”

I. WITNESSETH that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:

II. SCOPE OF CONTRACT: The Contractor shall provide photography and videography services for George Mason University as set forth in the Contract documents. George Mason University cannot guarantee a minimum amount of business under this Contract.

During the term of this Contract, Contractor may issue Statements of Work (“SOW”) to modify the scope of the engagement or otherwise change the work to be performed under this Contract. All SOW’s must be on a form approved by Mason prior to the start of this Contract. Any SOW that does not conform to the pre-approved SOW form shall be void even if approved by Mason. Additionally, the SOW shall be limited to modifications to the scope of the engagement or other changes to the work to be performed under this Contract; any other terms contained in a SOW shall be void and have no effect even if approved by Mason. Other than changes to the scope of the engagement or the work to be performed under this Contract, Contractor may not change, modify, add, supersede, or remove any term from this Contract through a SOW.

Mason’s issuance of a Purchase Order is considered confirmation of any engagement.

III. PERIOD OF CONTRACT: One year from the Effective Date with four (4) successive one-year renewal options.

IV. PRICE SCHEDULE: The pricing specified in this section represents the complete list of charges from the Contractor. Mason shall not be liable for any additional charges. Pre-approval from Mason’s requesting department is required for any expenses.

Travel will only be paid on a reimbursement basis in accordance with Mason's policies, <http://fiscal.gmu.edu/travel/>, and GSA per diem rates. All rates include travel unless travel is required from outside a 50-mile radius of the Fairfax Campus. All travel must be pre-approved by Mason.

STILL PHOTOGRAPHY	Unit	Daily Rate	Half Day Rate	Hourly Rate
General Pricing				
Senior Still Photographer	Day/Hr	\$1,776.00	\$976.00	\$176.00
Junior Photographer	Day/Hr	\$888.00	\$488.00	\$88.80
Assistant	Day/Hr	\$356.00	N/A	\$35.60
Digital Tech	Day/Hr	\$456.00	N/A	\$45.60
Post-production and file delivery	Hour	N/A	N/A	\$76.00
Headshots Pricing (# of Subjects + Session Fee)				
Session Fees (Waived for 20+)				
Studio	Each	\$187.00	N/A	N/A
Location w/ Studio Lighting	Each	\$387.00	N/A	N/A
Location w/o Studio Lighting	Each	\$187.00	N/A	N/A
Number of Subjects				
1	Each	\$327.00		
2-4	Each	\$237.00		
5-9	Each	\$187.00		
10-19	Each	\$157.00		
20-39	Each	\$137.00		
40-79	Each	\$117.00		
80+	Each	\$87.00		
11+ Retouched Portraits	Each	\$95.00		

VIDEOGRAPHY			
PREPRODUCTION	Unit	Daily Rate (10 hours)	Hourly Rate
Senior Producer	Day/Hr	\$785.00	\$98.50
Producer	Day/Hr	\$525.00	\$65.60
Associate Producer	Day/Hr	\$420.00	\$52.50
Scriptwriter	Day/Hr	\$735.00	\$91.85
Art Director	Day/Hr	\$685.00	\$85.65
Production Coordinator	Day/Hr	\$420.00	\$52.50
Director	Day/Hr	\$785.00	\$98.50
Assistant Director	Day/Hr	\$525.00	\$65.60
Director of Photography	Day/Hr	\$785.00	\$98.50
Production Assistant	Day/Hr	\$265.00	\$33.15
PRODUCTION	Unit	Daily Rate (10 hours)	Hourly Rate
Labor			
Senior Producer	Day/Hr	\$785.00	\$98.50
Producer	Day/Hr	\$525.00	\$65.60
Associate Producer	Day/Hr	\$420.00	\$52.50
Art Director	Day/Hr	\$685.00	\$85.65
Production Coordinator	Day/Hr	\$420.00	\$52.50
Director	Day/Hr	\$785.00	\$98.50
Assistant Director	Day/Hr	\$525.00	\$65.60
Director of Photography	Day/Hr	\$785.00	\$98.50
Videographer	Day/Hr	\$575.00	\$71.85
Camera Operator	Day/Hr	\$420.00	\$52.50
Audio Engineer (Sound Recordist)	Day/Hr	\$575.00	\$71.85
Audio Technician	Day/Hr	\$420.00	\$52.50
Gaffer	Day/Hr	\$575.00	\$71.85
Grip	Day/Hr	\$475.00	\$59.35
Production Assistant	Day/Hr	\$265.00	\$33.15
Make-up Artist	Day/Hr	\$630.00	\$78.75
Actor *	Day	\$650.00	N/A
Camera Packages			
Digital Cinema/4K+ Camera Package	Day/Hr	\$850.00	\$106.25
DSLR Package	Day/Hr	\$175.00	\$21.88
Camera Support			
Steadicam Package (Archer 2s)	Day/Hr	\$1,050.00	\$131.25
Hand-held Gimbal	Day/Hr	\$265.00	\$33.15
Teleprompter (Tablet Based)	Day/Hr	\$130.00	\$16.25
Teleprompter (Professional)	Day/Hr	\$265.00	\$33.15
Field Audio Package	Day/Hr	\$265.00	\$33.15
Lighting, Grip, and Electric			
Lighting and Grip -- standard package	Day/Hr	\$240.00	\$30.00
575w HMI Fresnel Light	Day/Hr	\$160.00	\$20.00
1200w HMI Fresnel Light	Day/Hr	\$210.00	\$26.25
2000w HMI Fresnel Light	Day/Hr	\$315.00	\$39.35
Lite Panel Kit	Day/Hr	\$100.00	\$12.50
Kino-flo 4x4 kit	Day/Hr	\$125.00	\$15.66
Mini-Jib	Day/Hr	\$125.00	\$15.66
Full size-Jib w/motorized head, remote zoom and focus	Day/Hr	\$300.00	\$37.50

Dana Dolly	Day/Hr	\$80.00	\$10.00
Fischer Hydraulic Dolly	Day/Hr	\$475.00	\$59.35
One-ton Grip Truck	Day/Hr	\$300.00	\$37.50
Miscellaneous			
Makeup Supplies	Each	\$65.00	N/A
Field Media Storage Drive	Each	\$145.00	N/A
Studio Production			
Studio, Production	Day/Hr	\$1,200.00	\$150.00
		Daily Rate	Hourly Rate
POSTPRODUCTION		(10 hours)	
Editor	Hour	\$685.00	\$85.65
Assistant Editor	Hour	\$520.00	\$65.00
Voice-Over Narrator	Hour	N/A	\$350.00
Music Cut (Stock/Library)	Each	\$200.00	N/A
Music - Entire Program Blanket	Each	\$200.00	N/A
3D Animation	Hour	N/A	\$210.00
2D Animation (After Effects/Motion)	Hour	N/A	\$125.00
Photoshop	Hour	N/A	\$84.00
Transcription	Min.	N/A	\$5.00
Subtitles	Min.	N/A	\$15.00
Captions	Min.	N/A	\$15.00

- V. **CONTRACT ADMINISTRATION:** Audra Meckstroth, Executive Director, Creative and Brand, Office of University Branding, shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- VI. **METHOD OF PAYMENT:** Paymode X, <https://fiscal.gmu.edu/electronic-disbursements/>. Contractor shall submit invoices directly to acctpay@gmu.edu and copy the requesting department. Invoices must reference a Purchase Order number to be considered valid. Invoices may only be submitted after services rendered or goods delivered. Progress invoices may be submitted. All invoices will be paid Net 30, after receipt of invoice in the accounts payable email inbox.
- VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
- A. This signed form;
 - B. Negotiation Response dated May 16, 2024 (attached);
 - C. RFP No. GMU-ER0103-24, in its entirety (attached);
 - D. Contractor’s proposal dated March 25, 2024 (attached).
- VIII. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ [23.1-1000](#) et seq.) of Title 23.1 of the Code of Virginia, and the “*Governing Rules*” and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>.
- IX. **CONTRACT PARTICIPATION:** It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

Participation in this Contract is strictly voluntary. If authorized by the Contractor, the contract will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor and shall fully and independently administer its use of the contract to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this Contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the 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 University may request the Contractor provide semi-annual usage reports for all entities accessing the Contract. The University 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 the University 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 needed.

X. STANDARD TERMS AND CONDITIONS:

- A. APPLICABLE LAW AND CHOICE OF FORUM: This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.
- B. ANTI-DISCRIMINATION: By entering into this Contract, Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and §§ 9&10 of the *Governing Rules*. If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules*, § 36).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

- 1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. ANTITRUST: By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Mason, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Mason shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this

Contract.

- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [University Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
1. The parties may agree in writing to modify the scope of this Contract.
 2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by Mason or with the performance of the contract generally.
- K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

1. The Contractor must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
 2. The Contractor must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
 3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail their decision to the Contractor within 60 days after receipt of the claim.
 4. The Contractor may appeal the Chief Procurement Officer's decision in accordance with §55 of the *Governing Rules*.
- L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this Contract, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.
- O. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- P. CONTINUITY OF SERVICES:
1. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon Contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the Contract to facilitate transition to successor; and
 - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the Contract from the Contractor to its successor.
 2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.

3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.
- Q. **DEBARMENT STATUS:** As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- R. **DEFAULT:** In the case of failure to deliver goods or services in accordance with this Contract, Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.
- S. **DRUG-FREE WORKPLACE:** Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, “drug-free workplace” covers all sites at which work is done by Contractor in connection with this Contract.
- T. **ENTIRE CONTRACT:** This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- U. **EXPORT CONTROL:**
1. **Munitions Items:** If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations (“ITAR”), or any items, technology or software controlled under the “600 series” classifications of the Bureau of Industry and Security’s Commerce Control List (“CCL”) (collectively, “Munitions Items”), prior to delivery, Contractor must:
- a. notify Mason (by sending an email to export@gmu.edu), and
- b. receive written authorization for shipment from Mason’s Director of Export Controls.
- The notification provided by the Contractor must include the name of the Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the determination was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-authorization approval for shipment to Mason of any Munitions Item, it will reimburse Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition Item that are reasonably related to the Contractor’s failure to provide notice or obtain Mason’s written pre-authorization.
2. **Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a “600 series”, Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: export@gmu.edu.
- V. **FORCE MAJEURE:** Mason shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of Mason, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from Mason that such cause has occurred, Contractor agrees to directly refund all payments to Mason, for services not yet performed, including any pre-paid deposits within 14 days.
- W. **FUTURE GOODS AND SERVICES:** Mason reserves the right to have Contractor provide additional goods and/or services that may be required by Mason during the term of this Contract. Any such goods and/or services will be

provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Contract. Such newly introduced additional goods and/or services will be provided to Mason at Favored Customer pricing, terms and conditions.

- X. GRANT OF RIGHTS: In the event that the services which is the subject of this Contract is copyrightable subject matter, Contractor and the University hereby agree that for the purposes of the Contract the photographs and videos (hereinafter referred to as “Photographs-Videos”) shall be a work-made-for-hire and the property of the University. The University shall have the right to secure copyright protection for the Photographs-Videos. In the event that the Photographs-Videos are not copyrightable subject matter, or for any reason cannot legally be a work-made-for-hire then, and in such event, the Contractor hereby assigns all right, title, and interest to said Photographs-Videos to the University and agrees to execute all documents required to evidence such assignment. Without limiting the foregoing, Contractor gives and grants to the University the right to exclusive use of all Photographs-Videos prepared by the Contractor pursuant to this Contract, in all media and types of advertising and promotion of the University. The University shall have the unlimited right to exploit the Photographs-Videos as it sees fit, including the right to alter or rearrange the Photographs-Videos, throughout the United States and its territories and possessions. The University’s rights shall be exclusive, and the Contractor will not use, license, or permit the use of the Photographs-Videos for any other purpose except as part of Contractor’s portfolio. The Contractor may also not copyright or trademark any Photographs-Videos produced for the University without prior written consent.
- Y. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Z. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless Mason, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- AA. INDEPENDENT CONTRACTOR: The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor’s performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.
- BB. INFORMATION TECHNOLOGY ACCESS ACT: Computer and network security is of paramount concern at Mason. Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at Mason.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of Mason shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.0. For more information, please visit <http://ati.gmu.edu>, under Policies and Procedures.

- CC. INSURANCE: The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best’s rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured. By requiring such minimum insurance, Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

1. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;
2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than \$1,000,000 per occurrence; and
4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance.

DD. INTELLECTUAL PROPERTY: Contractor warrants and represents that it will not violate or infringe any intellectual property right or any other personal or proprietary right and shall indemnify and hold harmless Mason against any claim of infringement of intellectual property rights which may arise under this Contract.

1. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for Mason will not be disclosed to any other person or entity without the written permission of Mason.
2. Work Made for Hire. Contractor warrants to Mason that Mason will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the Contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

EE. NON-DISCRIMINATION: All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).

FF. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict or prohibit Mason from acquiring the same or similar goods and/or services from other entities or sources.

GG. PAYMENT TO SUBCONTRACTORS: The Contractor shall take the following actions upon receiving payment from Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. b. If an individual contractor, provide social security number in order to receive payment. c. If a proprietorship, partnership or corporation provide Federal employer identification number. d. Pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Institution for work performed by the subcontractor under that Contract, except for amounts withheld as allowed by prior notification. e. Accrue interest at no more than the rate of one percent per month. f. Include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

HH. PUBLICITY: The Contractor shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except on the specific written authorization in advance by Mason's designated representative.

II. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.

- JJ. RENEWAL OF CONTRACT: This Contract may be renewed by Mason for four (4) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University’s intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the “other goods and services” category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available or 2%, whichever is lower.
 2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the “other goods and services” category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available, or 2%, whichever is lower.
- KK. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a “Campus Security Authority (CSA).” CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>.”
- LL. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason’s reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason’s request, provide Mason with a copy of its response.
- If Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason’s reasonable requests in connection with its response.
- MM. SEVERABILITY: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.
- NN. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- OO. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.
- PP. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and Mason’s efforts related to SWaM goals. Upon contract execution, Contractor (as determined by Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of the Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.
- QQ. UNIVERSITY DATA: University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to

the following regarding University Data it may collect or process as part of this Contract:

1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.
2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.
3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.
4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
5. Contractor shall notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason.
6. If Contractor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for Mason's and its end user's benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.
7. Mason may require that Mason and Contractor complete a Data Processing Addendum ("DPA"). If a DPA is completed, Contractor agrees that the information in the DPA is accurate. Contractor will only collect or process University Data that is identified in the DPA and will only handle that data (e.g., type of processing activities, storage, security, disclosure) as described in the DPA. If Contractor intends to do anything regarding University Data that is not reflected in the DPA, Contractor must request an amendment to the DPA and may not take the intended action until the amendment is approved and documented by Mason.

RR. UNIVERSITY DATA SECURITY: Data security is of paramount concern to Mason. Contractor will utilize, store and process University Data in a secure environment in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. At a minimum, Contractor shall use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods to protect University Data.

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason's investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who's PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.

2. Mason reserves the right in its sole discretion to perform audits of Contactor, at Mason’s expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make available to Mason all information necessary to demonstrate compliance with its data processing obligations. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.

SS. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Contract, Contractor will ensure that all University Data are securely returned or destroyed as directed by Mason in its sole discretion within 180 days of the request being made. Transfer to Mason or a third party designated by Mason shall occur within a reasonable period of time, and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of Mason or its transferee, and to the extent technologically feasible, that Mason will have reasonable access to University Data during the transition. In the event that Mason requests destruction of its data, Contractor agrees to destroy all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred University Data. Contractor agrees to provide documentation of data destruction to the University.

Contractor will notify the University of any impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and University Data and providing Mason access to Contractor’s facilities to remove and destroy Mason-owned assets and University Data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to Mason. Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to Mason. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on Mason, all such work to be coordinated and performed in advance of the formal, final transition date.

TT. UNIVERSITY REVIEW/APPROVAL: All goods, services, products, design, etc. produced by the Contractor for or on behalf of Mason are subject to Mason’s review and approval.

UU. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.

VV. WARRANTY: Unless otherwise provided in this Contract, the Contractor hereby represents and warrants: (a) that no third party has any ownership rights in, to, or arising out of the Photographs-Videos supplied hereunder; and (b) that the Photographs-Videos comply with the University’s specifications and are free from any material defects in design or workmanship.

Rock Creek Productions, Inc.

DocuSigned by:

9C06DB737D934D8...
Signature

Name: Steve Agnew

Title: President

Date: 7/26/2024

George Mason University

DocuSigned by:

ETDA89EA373640A...
Signature

Name: Clifford Shore

Title: Chief Procurement Officer

Date: 7/30/2024



May 16, 2024

Erin Rauch
 Assistant Director
 Purchasing Department
 4400 University Drive, Mailstop 3C5
 Fairfax, VA 22030

SUBJECT: Negotiations: RFP GMU-ER0103-24, Photography & Videography Services

Dear Ms. Rauch:

Rock Creek Productions appreciates the opportunity to engage in the negotiations and clarifications process with George Mason University. Detailed below are our responses to your questions.

1. Mason is an educational institution and entity of the Commonwealth of Virginia. As such, we are obligated to ensure that all pricing and contractual elements meet our institution’s needs. Can ROCK CREEK provide reduced rates for services?

ROCK CREEK Response: We are already offering reduced prices for our services. In this proposal, Rock Creek is extending the same pricing we use for our current contract with GMU (GMU-1692-21-20). That pricing was developed in 2021 and offers significant discounts from our current commercial pricing. Here are some examples from categories that we would expect to utilize often for projects with GMU under any resulting contract:

Item	Unit	Commercial Price	GMU Price	Discount
Senior Producer	Daily	\$950	\$785	17.4%
Producer	Daily	\$800	\$525	34.4%
Editor	Hourly	\$110	\$85.65	22%
Asst. Editor	Hourly	\$90	\$65	28%
Dir. of Photography	Daily	\$950	\$785	17.4%
Digital Cinema Camera	Daily	\$950	\$850	10%

Mason Negotiation Letter

2. How many hours of service are included in the daily and half day rates? The breakdown of hours doesn't appear to be the same per section. For example, the Daily Rate in table A1, photography, includes 10 hours, but the Daily Rate in table A2, videography, includes 8 hours.

ROCK CREEK Response: For Table A2, the daily rates for production activities are for a 10-hour day. We should have noted this in our proposal. We typically use the daily rate, but many clients often also want to see an hourly rate. The daily rate therefore represents a 20% discount over the hourly rate.

3. Confirm you understand out-of-pocket expenses must be pre-approved by Mason and invoiced on a reimbursement basis, at cost. There will be no reimbursement for administrative costs including but not limited to; faxing, office supplies, phone, etc.

ROCK CREEK Response: Rock Creek understands and agrees that all out-of-pocket expenses for project work must be pre-approved by Mason and will be invoiced on a reimbursement bases at cost. Furthermore, we understand and agree that there will be no reimbursement for administrative costs such as office supplies and utilities.

4. Confirm you understand if travel is required, it will only be paid on a reimbursement basis in accordance with Mason's policies, <http://fiscal.gmu.edu/travel/>, and GSA per diem rates. All rates must include travel unless travel is required from outside a 50-mile radius of the Fairfax Campus. All travel must be pre-approved by Mason.

ROCK CREEK Response: Rock Creek understands and agrees that all travel costs, if travel is required, will be reimbursed at cost in accordance with Mason's travel policies. We also understand and agree that all travel must be pre-approved by Mason. Rock Creek has decades of experience traveling on behalf of government agencies and has always done business this way. We are very familiar with the rules and regulations over travel.

5. Can ROCK CREEK provide any additional discounts based on total university spend? Are there any additional financial or value-added incentives ROCK CREEK could offer Mason?

ROCK CREEK Response: Rock Creek would be happy to discuss further discounts based on a certain volume of business. On individual tasks and purchase orders, we have always, and will continue to, work with whatever budget the client has. We maximize productions values for any budget and always exceed expectations and our own promises.

6. Confirm your understanding of the following regarding payment and invoicing.
 - a. Work shall not begin until a Mason PO has been issued to ROCK CREEK. A separate PO will be issued per engagement.
 - b. All invoices must come from and be payable to Rock Creek Productions, Inc. Mason will not accept invoices from subcontractors.
 - c. Mason will not prepay for services. All invoices must be submitted after services rendered.
 - d. All invoices will be paid Net 30 from the date of receipt at acctpay@gmu.edu.

Mason Negotiation Letter

- e. Invoices must detail the work performed per labor category with the agreed upon rates.

ROCK CREEK Response: Rock Creek understands and agrees to the above stipulations. We have previous and ongoing projects with Mason and other state entities and we follow the same procedures as detailed above.

7. If awarded a contract, does Rock Creek acknowledge, agree and understand George Mason University cannot guarantee a minimum amount of business?

ROCK CREEK Response: Rock Creek understands, agrees, and acknowledges that there is no guarantee of a minimum amount of work in the event a contract is awarded.

8. Confirm ROCK CREEK will not add additional terms and conditions any scope/statement of work (SOW), quote, or proposal issued to Mason. Mason should not be required to sign a separate SOW, quote, or proposal and each shall be limited to an outline or description of the work to be performed under each specific engagement. Mason's issuance of a Purchase Order is considered confirmation of the engagement.

ROCK CREEK Response: Rock Creek will not add any additional terms and conditions to any scope or statement of work issued by Mason. We have ongoing contracts with Mason and other Virginia state agencies and are very familiar with the purchase order process.

9. ROCK CREEK did not include any redlines to Mason's Standard Contract (RFP Attachment B – Sample Contract) in your proposal. Please confirm you do not take any acceptations to Mason's Standard Contract.

ROCK CREEK Response: Rock Creek does not take any acceptations to Mason's Standard Contract.

10. Confirm ROCK CREEK agrees that all the services provided will be on "Work-Made-For-Hire/Buy-Out" basis and the University will retain exclusively all rights to all photographs and videos supplied under any resulting contract.

ROCK CREEK Response: Rock Creek agrees that all services will be provided on a "Work-Made-For-Hire/Buy-Out" basis and that Mason will retain exclusively all rights to all photographs and videos supplied under this contract. This is our standard way of doing business. All of our clients retain all rights to work we create under contract to them.

Mason Negotiation Letter

If you have any questions or need more information, please contact me at steve@rock-creek.com or at 703-867-7655.

Sincerely,



Steve Agnew
President
Rock Creek Productions, Inc.



Purchasing Department
4400 University Drive, Mailstop 3C5
Fairfax, VA 22030
Voice: 703.993.2580 | Fax: 703.993.2589
<http://fiscal.gmu.edu/purchasing/>



**REQUEST FOR PROPOSALS
GMU-ER0103-24**

ISSUE DATE: February 27, 2024
TITLE: Photography/Videography Services
PRIMARY PROCUREMENT OFFICER: Erin Rauch, Assistant Director
SECONDARY PROCUREMENT OFFICER: Sara Siddall, Strategic Sourcing Manager

QUESTIONS/INQUIRIES: Submit all inquiries through [Mason’s Bonfire Portal](#), no later than 4:00 PM Eastern Time (ET) on March 7, 2024. **All questions must be submitted through Mason’s Bonfire portal.** For assistance with technical questions related to Bonfire, contact Support@GoBonfire.com or visit Bonfire’s help forum at <https://vendorsupport.gobonfire.com/hc/en-us>. Responses to questions will be posted to Mason’s Bonfire portal and by 5:00 PM ET on March 12, 2024.

IMPORTANT! All communication with Offerors will take place in Bonfire, to include negotiations. Mason can only message Offerors that have interacted with this specific RFP. Please ensure the appropriate person to handle negotiations and other RFP communication has submitted the proposal in Bonfire.

PROPOSAL DUE DATE AND TIME: March 25, 2024 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA, OR IN PERSON. SEE SECTION XII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein 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 Negotiations.

Name and Address of Firm:

Legal Name: _____ Date: _____

DBA: _____

Address: _____

By: _____
Signature

FEI/FIN No. _____ Name: _____

Fax No. _____ Title: _____

Email: _____ Telephone No. _____

SWaM Certified: Yes: _____ No: _____ (See Section VII. SWaM CERTIFICATION for complete details).

SWaM Certification Number: _____

This public body does not discriminate against faith-based organizations in accordance with the *Governing Rules*, § 36 or against a Bidder/Offeror because of race, religion, color, sex, national origin, age, disability, or any other prohibited by state law relating to discrimination in employment.

TABLE OF CONTENTS
GMU-ER0103-24

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
I.	PURPOSE	3
II.	PURCHASING MANUAL/GOVERNING RULES	3
III.	COMMUNICATION	3
IV.	FINAL CONTRACT	3
V.	ADDITIONAL USERS	3
VI.	eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION	4
VII.	SWaM CERTIFICATION	4
VIII.	SMALL BUSINESS SUBCONTRACTING PLAN	4
IX.	PERIOD OF PERFORMANCE	4
X.	BACKGROUND	4
XI.	STATEMENT OF NEEDS	4
XII.	PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS	7
XIII.	INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD	9
XIV.	CONTRACT ADMINISTRATION	10
XV.	PAYMENT TERMS/METHOD OF PAYMENT	10
XVI.	SOLICITATION TERMS AND CONDITIONS	10
XVII.	RFP SCHEDULE	11
ATTACHMENT A	SMALL BUSINESS SUBCONTRACTING PLAN	12
ATTACHMENT B	SAMPLE CONTRACT	14
ATTACHMENT C	MASON BRAND PHOTOGRAPHY GUIDELINES	25

I. PURPOSE: The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations with one or more qualified vendors to provide on-going, as needed, photography and videography services to various departments of George Mason University, to include, but not limited to, the Office of University Branding (OUB) and other departments through OUB, the Washington Scholars Program (WSP) through Admissions, Intercollegiate Athletics (ICA), and the Antonin Scalia Law School. The goal of this process is to establish a roster of highly qualified photographer and videographer contractors who will best meet the University's needs and at reasonable pricing. George Mason University (herein after referred to as "Mason," or "University") is a public institution of higher education and agency of the Commonwealth of Virginia.

This RFP will result in multiple awards. Award of a contract will not guarantee a specific amount of photography or videography assignments.

II. PURCHASING MANUAL/GOVERNING RULES: This solicitation and any resulting contract shall be subject to the provisions of the Commonwealth of Virginia *Purchasing Manual for Institutions of Higher Education and their Vendor's*, and any revisions thereto, and the *Governing Rules*, which are hereby incorporated into this contract in their entirety. A copy of both documents is available for review at: <https://vascupp.org>

III. COMMUNICATION: Communications regarding the Request For Proposals shall be formal from the date of issuance until a contract has been awarded. Unless otherwise instructed offerors are to communicate with only the Procurement Officers listed on the cover page. Offerors are not to communicate with any other employees of Mason.

IV. FINAL CONTRACT: ATTACHMENT B to this solicitation is Mason's standard two-party contract. It is the intent of this solicitation to base the final contractual documents off of Mason's standard two-party contract and Mason's General Terms and Conditions. Any exceptions to our standard contract and General Terms and Conditions should be denoted in your RFP response. Other documents may be incorporated into the final contract, either by way of attachment or by reference, but in all cases this contract document and Mason's General Terms and Conditions shall jointly take precedence over all other documents and will govern the terms and conditions of the contract.

As a public institution of higher education in Virginia Mason cannot agree to any of the following terms in any documents:

- A. An express or implied waiver of sovereign immunity.
- B. An agreement to indemnify, defend or hold harmless any entity.
- C. An agreement to maintain insurance.
- D. An agreement providing for binding arbitration.
- E. An agreement providing for the payment of attorneys' fees, costs of collection, or liquidated damages.
- F. Waiver of jury trial.
- G. Choice of law or venue other than the Commonwealth of Virginia.

Contracts will only be issued to the FEI/FIN Number and Firm listed on the signed cover page submitted in your RFP response. Joint proposals will not be accepted.

V. ADDITIONAL USERS: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the 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 University may require the Contractor provide semi-annual usage reports for all entities accessing the contract. The University 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 the University 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 the resulting contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

- VI. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution by completing the free eVA Vendor Registration. All bidders or offerors agree to self-register in eVA and pay the Vendor Transaction Fees prior to being awarded a contract. Registration instructions and transaction fees may be viewed at: <https://eva.virginia.gov/>
- VII. SWaM CERTIFICATION:** Vendor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, eligible vendors (as determined by Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. Vendors currently SWaM certified agree to maintain their certification for the duration of the contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration. <https://www.sbsd.virginia.gov/>
- VIII. SMALL BUSINESS SUBCONTRACTING PLAN:** All potential offerors are required to fill out and submit Attachments A with their proposal.
- Note: Invoices shall only be submitted to Mason by the entity awarded a contract. Subcontractors cannot submit invoices to Mason under any resulting contract.
- IX. PERIOD OF PERFORMANCE:** One (1) year from Effective Date of contract with four (4) successive one-year renewal options (or as negotiated).
- X. BACKGROUND:** Mason (as a whole) utilizes a significant amount of outside photography & videography support. The Office of University Branding (OUB) is not staffed to support the volume of individual unit requests for photography or videography, so the need for outside support is growing. Mason seeks to create a pool of qualified vendors that can support the university in telling our story through visuals. Mason must retain ownership of all deliverables and copyright ownership of all media produced. Media may be added to the university's central collection. OUB will maintain a list of vendors that are awarded a contract as the result of this RFP. Mason's 250+ departments will be directed to this list of vendors for photography or videography needs.

To see the style and types of photos in Mason's collection, you can browse here: <https://photo.gmu.edu/browse/>.

Background specific to the Washington Scholars Program (Statement of Needs, B.):

The Washington Scholars Program invites high school scholars from around the world to Mason to experience a week-long conference with a concentration in either journalism or environmental science. The programs are offered 3 weeks during the summer. They offer college credit from the university and a life changing experience. To document the experiences of the students, the programs include a photographer/videographer. This person travels with the program and tells the story of the Washington Youth Summit on the Environment (WYSE) and the Washington Journalism & Media Conference (WJMC) through photos and video recaps. The videographer will also piece together the footage of the week into a 7-8 minute final video due on the final day(s) of each program. The final video is presented to the students at the closing ceremony. The footage may also be used for future promotional materials. These enhancements to the conference experience leave the students satisfied with their time at Mason, and they have a positive impression of the university – allowing the conferences to be used as a recruitment tool. The conferences are also revenue generating, bringing in money for the school. You can learn more about the programs at wyse.gmu.edu and wjmc.gmu.edu. We are willing to work with one vendor who can provide both photography and videography services or with two separate vendors to specialize in each component, as long as they are willing and able to collaborate with their counterpart to deliver the product.

XI. STATEMENT OF NEEDS:

In all cases, the contractor must agree that all the services provided will be on "Work-Made-For-Hire/Buy-Out" basis and the University will retain exclusively all rights to all photographs and videos supplied under any resulting contract.

A contractor may be awarded work on one or all of these sections.

These services include:

- A. Office of University Branding (OUB) & other Mason departments, as needed.
- B. Admissions/Washington Scholars Programs.
- C. Photography Requirements for Intercollegiate Athletics (ICA).
- D. Photography Requirements for Antonin Scalia Law School.

A. Office of University Branding (OUB) & other Mason departments, as needed:

General Photography & Videography Requirements:

1. For photography:
 - a. Execute high-quality digital photography. Provide a portfolio demonstrating a proficient and consistent body of work including environmental, editorial, documentary, advertising, on-location, candid, and still/studio photography.
 - b. Demonstrate a professional, artistic eye and possess highly advanced technical photography skills. Must be able to visualize complex shots, show expertise in setting up and managing lights, backdrops, and creating a safe and effective set (when needed).
 - c. Ability to communicate with subjects in a manner that puts them at ease during a photo session while clearly being able to direct them as to pose, facial expression, use of props, and physical position within a set.
 - d. Be available for shoots during business hours, after hours, nights, and weekends.
 - e. Able to do assignments on location at Mason's Virginia campuses (Fairfax, Mason Square (Arlington), SciTech (Prince William)).
 - f. Have superior post-production technical skills, including color correction, removing unwanted image artifacts (if requested), retouching images (if requested), captioning, labeling and keywording image metadata.
2. For videography:
 - a. Exceptional video/audio, filming, editing, and multimedia skills:
 - Advanced-level camera skills, able to capture high-quality audio and video;
 - Advanced-level user of video editing software like Adobe Premiere and/or Final Cut Pro to create strong narratives;
 - Strong skills in creating high-quality motion graphics for video, including lower thirds, intro/outros, text animations, stingers etc. using multimedia software such as Adobe AfterEffects;
 - Ability to capture high quality audio recording, skillfully leverages sound to convey meaning and emotion.
 - b. Brainstorm, generate ideas, and translate university content into strong video concepts:
 - Strong visual thinker with great conceptual skills;
 - Experience with creating storyboards that include prop lists, equipment needs, location suggestions, scene styling/setting suggestions
 - Experience adapting and translating marketing and communications messages into video
 - c. Manage projects from concept to completion on schedule:
 - Ability and skills to produce (plan, shoot, light, record, and edit) strong video, audio and multimedia as required by concept and script.
 - Experience managing sets and adapting to changing environment or unexpected situations.
 - d. Strong communication, management, and people skills:
 - Must be able to relate with or develop an easy rapport with a broad range of faculty, staff, and students in various stages of their careers from diverse backgrounds and life experiences.
 - Ability to work cooperatively with university staff, student employees, on-set volunteers, and freelance contractors.

Deliverables: May include, but are not limited to:

- ♦ Photo Deliverables: of high-resolution digital photographs (minimum 4200 × 2800)
- ♦ Video Deliverables: High-quality video files (minimum 16x9 HD 1080p), and broll/stringouts of extra content (as requested)
- ♦ Unless otherwise stated in the project terms, standard delivery of photography is final files within one week of individual event conclusion.
- ♦ Delivery Schedule of video project will be negotiated at the time of service.

B. Admissions/Washington Scholars Programs:

The contractor must meet the following minimum requirements:

1. Ability to fully staff the three summer conferences:
 - a. Washington Youth Summit on the Environment (WYSE);
 - b. Washington Journalism and Media Conference 1 (WJMC-1); and

- c. Washington Journalism and Media Conference 2 (WJMC-2).
 - Each conference is six (6) days.
 - Each day runs 7:00AM – 10:00PM.
 - Contractor will follow students while they go into Washington, D.C. and the surrounding areas.
 - Transportation on buses with students is provided.
2. Coverage: Photographic stills; filmography and direction (shot in 16x9 HD 1080p for full video and 9x16 HD 1080p for social media reels); editing; chryon/text overlay; social media sharing.
3. Delivery of all final content and files within one (1) week of individual event conclusion.
4. Ability to pass criminal and working with minors' background checks. (See Section X.H. BACKGROUND CHECKS in Attachment B, Sample Contract).

Deliverables:

1. Photographer:
 - a. Headshots of each student will be taken on the second to last day of each conference,
 - Photos must be available online for the students at the completion of each individual conference.
 - b. One (1) multimedia presentation per night of each of the conferences (in collaboration with Videographer);
 - c. One (1) final wrap video (in collaboration with Videographer);
 - d. Nightly uploading to social media and/or online archive;
 - e. Delivery of all high-resolution images edited and RAW for future unrestricted usage;
 - f. Use photographs to produce a 60 second captivating video/commercial for each program to be used for recruitment, audience includes parents, students, educators and other stakeholders.
2. Videographer:
 - a. One (1) multimedia presentation per night of each of the conferences (in collaboration with Photographer);
 - b. One (1) final wrap video (in collaboration with Photographer);
 - c. Nightly uploading to social media and/or online archive; including at least one video per day posted on YouTube and on Instagram reels.
 - d. Delivery of all video (final products and b-roll) for future unrestricted usage;
 - e. Use footage to produce a 60 second captivating video/commercial for each program to be used for recruitment, audience includes parents, students, educators and other stakeholders.

C. Photography Requirements for Intercollegiate Athletics (ICA):

1. Must be a full-time professional sports photographer with a minimum of one assistant to cover conflicting events.
2. Professional grade camera bodies (minimum 2) with a minimum of 20 MP and 8 fps (full frame preferred) and built in FTP capability.
3. Lenses must range from a minimum of 17 mm to 400 mm at f/2.8 (required).
4. Portable studio must include a background stand, background, and 4 strobe heads with light modifiers.

D. Photography Requirements for Antonin Scalia Law School:

1. Faculty/Staff Headshots

- Ability to take professional headshots on campus using backdrop and lighting brought by photographer.
- Photographer will spend approximately 10 minutes per subject and gives the person ability to choose 2-3 photos that are acceptable immediately following photo shoot using computer files.
- Photos files will be delivered to law school for use on the website, may also be used by faculty for third party needs such as conference brochures, etc.
- Typically takes place 1-2 times/year.
- Law school handles time slots and sign-up for approximately 10-20 people

2. Student Headshots

- Using professional back drop and lighting set up in on-campus site, photographer takes quick shots of student giving each approximately 3-5 minutes.
- Students have ability to choose immediately which photo they prefer.
- Desirable if photo can be made available to student via link so student can download for use in social media,

- etc.
- Typically occurs once per year in the fall semester over approximately 2 ½ days.
- Scheduling of students is handled by the law school.
- In both cases it is expected photographer will provide light re-touching, photo processing and delivery.
- Additional photography services occur on an as needed basis and may include photographing law school alumni at various locations.

XII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

1. **RFP Response:** In order to be considered, Offerors must submit a complete response to Mason's Purchasing Office prior to the due date and time stated in this RFP. Offerors are required to submit one (1) signed copy of the entire proposal including all attachments and proprietary information. If the proposal contains proprietary information, then submit two (2) proposals must be submitted; one (1) with proprietary information included and one (1) with proprietary information removed (see also Item 2d below for further details). The Offeror shall make no other distribution of the proposals.

At the conclusion of the RFP process proposals with proprietary information removed (redacted versions) shall be provided to requestors in accordance with Virginia's Freedom of Information Act. Offerors will not be notified of the release of this information.

ELECTRONIC PROPOSAL SUBMISSION: ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA, OR IN PERSON. Mason will only accept electronic proposal submissions via Bonfire for this Request for Proposals.

The following shall apply:

- a. You must register with Bonfire and submit your proposal, and it must be received prior to the submission deadline, by submitting through the online Bonfire portal at <https://gmu.bonfirehub.com>.
 - b. The Offeror must ensure the proposals are uploaded and submitted through Bonfire sufficiently in advance of the proposal deadline. **Plan Ahead: It is the Offeror's responsibility to ensure that electronic proposal submissions have sufficient time to make its way through Bonfire's submission portal. Mason recommends you submit your proposal the day prior to the due date.**
 - c. Submissions by other methods will not be accepted. Minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.
 - d. Respondents should contact Bonfire at support@gobonfire.com for technical questions related to submission or visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>.
 - e. Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Portal. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.
 - f. All solicitation schedules are subject to change.
 - g. Go to Bonfire and Mason's Purchasing website for all updates and schedule changes. <https://fiscal.gmu.edu/purchasing/do-business-with-mason/view-current-solicitation-opportunities/>
 - h. All communication with Offerors will take place in Bonfire, to include negotiations. Mason can only message Offerors that have interacted with this specific RFP. Please ensure the appropriate person to handle negotiations and other RFP communication has submitted the Offerors proposal in Bonfire.**
2. **Proposal Presentation:**

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in your proposal being scored low.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirement of the RFP. Emphasis should be on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter and repeat the text of the requirement as it appears in the RFP. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirement of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material.

A WORD version of this RFP will be provided upon request.

- d. Except as provided, once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate attachment of the proposal with the trade secrets and/or proprietary information redacted. *If all of these requirements are not met, then the firm's entire proposal will be available for public inspection.*

IMPORTANT: A firm may not request that its entire proposal be treated as a trade secret or proprietary information, nor may a firm request that its pricing/fees be treated as a trade secret or proprietary information, or otherwise be deemed confidential. If after given a reasonable time, the Offeror refuses to withdraw the aforementioned designation, the proposal will be rejected.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP **may be** required to give an oral presentation/demonstration of their proposal/product to Mason. This will provide an opportunity for the Offeror to clarify or elaborate on their proposal. Performance during oral presentations may affect the final award decision. If required, oral presentations will be scheduled at the appropriate time.

Mason will expect that the person or persons who will be working on the project to make the presentation so experience of the Offeror's staff can be evaluated prior to making selection. Oral presentations are an option of Mason and may or may not be conducted; therefore, it is imperative all proposals should be complete.

- B. SPECIFIC REQUIREMENTS: Proposals should be as thorough and detailed as possible to allow Mason to properly evaluate the Offeror's capabilities and approach toward providing the required services. Offerors should submit the following items as a complete proposal.

1. Procedural information:

- a. Return signed cover page and all addenda, if any, signed and completed as required.
- b. Return Attachment A - Small Business Subcontracting Plan.
- c. Exceptions (if any) to Mason's two-party contract, Attachment B.
- d. State your payment preference as required in Bonfire. (See section XV for options.)

2. Qualifications and Experience: Describe your experience, qualifications and success in providing the services described in the Statement of Needs to include the following:

- a. Background and brief history of your company.
 - b. Names, qualifications and experience of personnel to be assigned to work with Mason.
 - c. No fewer than three (3) references that demonstrate the Offeror’s qualifications. If services have been provided to comparable higher education institutions, please include them in your references. Include a contact name, contact title, phone number, and email for each reference and indicate the length of service.
3. Samples: Provide portfolio/samples of video and/or photographic works. Include social media links/examples.
4. Specific Plan (Methodology): Explain your specific plans for providing the proposed services outlined in the Statement of Needs including:
- a. Your approach to providing the services described herein.
 - b. Potential challenges you might foresee in performing these services, and potential solutions to mitigate these challenges.
5. Proposed Pricing: Provide hourly rates for all services described herein. Any additional fees not specifically contemplated in this RFP must be included in your proposal. Mason will not accept undisclosed fees that are added to invoices.

For Statement of Needs, B Admissions/Washington Scholars Programs, provide a flat rate per conference and, if not already disclosed in the above requested pricing, provide hourly rate(s) for additional edits or content outside the original specifications described in the Statement of Needs, B.

Rates must include travel-related expenses if contractor is traveling within a 50-mile radius of Mason's Fairfax campus. If the contractor is traveling from outside a 50-mile radius of the Fairfax Campus, travel will only be reimbursed in accordance with Mason's polices, <http://fiscal.gmu.edu/travel/>, and GSA per diem rates.

6. In your proposal response please address the following:
- a. Are you and/or your subcontractor currently involved in litigation with any party?
 - b. Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years.
 - c. Please list all lawsuits that involved your firm or any subcontractor in the last three years.
 - d. In the past ten (10) years has your firm’s name changed? If so, please provide a reason for the change.

XIII. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:

A. INITIAL EVALUATION CRITERIA: Proposals shall be initially evaluated and ranked using the following criteria:

	<u>Description of Criteria</u>	<u>Maximum Point Value</u>
1.	Quality of products/services offered and suitability for the intended purpose, including sample projects.	25
2.	Qualifications and experiences of offeror in providing the goods/services, including references.	20
3.	Specific plans or methodology to be used to provide the services	25
4.	Price Offered	20
5.	Offeror is certified as a small, minority, or women-owned business (SWaM) with Virginia SBSD at the proposal due date & time.	10
Total Points Available:		100

- B. **AWARD: Following the initial scoring by the evaluation committee**, at least two or more top ranked offerors may be contacted for oral presentations/demonstrations or advanced directly to the negotiations stage. ***If oral presentations are conducted Mason will then determine, in its sole discretion, which offerors will advance to the negotiations phase.*** Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Mason shall select the offeror which, in its sole discretion has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should Mason determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror. Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Governing Rules §49.D.*).

XIV. CONTRACT ADMINISTRATION: Upon award of the contract, Mason shall designate, in writing, the name of the Contract Administrator who shall work with the contractor in formulating mutually acceptable plans and standards for the operations of this service. The Contract Administrator shall use all powers under the contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, or their designee(s) however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope of the work or change the basis for compensation to the contractor.

XV. PAYMENT TERMS / METHOD OF PAYMENT:

PLEASE NOTE: THE VENDOR MUST REFERENCE THE PURCHASE ORDER NUMBER ON ALL INVOICES SUBMITTED FOR PAYMENT.

Option #1- Payment to be mailed in 10 days-Mason will make payment to the vendor under 2%/10 Net 30 payment terms. Invoices should be submitted via email to the designated Accounts Payable email address which is acctpay@gmu.edu.

The 10-day payment period begins the first business day after receipt of proper invoice or receipt of goods, whichever occurs last. [A paper check will be mailed on or before the 10th day.](#)

Option #2- To be paid in 20 days. The vendor may opt to be paid through our Virtual Payables credit card program. The vendor shall submit an invoice and will be paid via credit card on the 20th day from receipt of a valid invoice. The vendor will incur standard credit card interchange fees through their processor. All invoices should be sent to:

George Mason University
Accounts Payable Department
4400 University Drive, Mailstop 3C1
Fairfax, VA 22030
Voice: 703.993.2580 | Fax: 703.993.2589
e-mail: AcctPay@gmu.edu

Option#3- Net 30 Payment Terms. Vendor will enroll in Paymode-X where all payments will be made electronically to the vendor's bank account. For additional information or to sign up for electronic payments, go to <http://www.paymode.com/gmu>. There is no charge to the vendor for enrolling in this service.

Please state your payment preference in your proposal response.

XVI. SOLICITATION TERMS AND CONDITIONS:

- A. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$200,000, as a result of this solicitation, Mason will publicly post such notice on the DGS/DPS eVA web site (<https://eva.virginia.gov/>) for a minimum of 10 days.
- B. **BEST AND FINAL OFFER (BAFO):** At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s).
- C. **CONFLICT OF INTEREST:** By submitting a proposal the contractor warrants that they have fully complied with the Virginia Conflict of Interest Act; furthermore certifying that they are not currently an employee of the Commonwealth of Virginia.

- D. DEBARMENT STATUS: By submitting a proposal, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- E. ETHICS IN PUBLIC CONTRACTING: By submitting a proposal, offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- F. LATE PROPOSALS: To be considered for selection, proposals must be received in Mason’s Bonfire Portal by the designated date and hour. The official time used in the receipt of proposals is the proposal due date and hour in Mason’s Bonfire Portal. Proposals submitted after the due date and time has expired will not be accepted nor considered. Mason is not responsible for any delays related to Bonfire’s website or vendor registration process. It is the responsibility of the offeror to ensure that their proposal is submitted by the designated date and hour.
- G. MANDATORY USE OF MASON FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official Mason form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of this solicitation may be cause for rejection of the proposal; however, Mason reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.
- H. OBLIGATION OF OFFEROR: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that are not understood. Mason will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries must be in writing and submitted as instructed on page 1 of this solicitation. By submitting a proposal, the offeror covenants and agrees that they have satisfied themselves, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the resulting contract because of any misunderstanding or lack of information.
- I. QUALIFICATIONS OF OFFERORS: Mason may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to Mason all such information and data for this purpose as may be requested. Mason reserves the right to inspect the offeror’s physical facilities prior to award to satisfy questions regarding the offeror’s capabilities. Mason further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy Mason that such offeror is properly qualified to carry out the obligations of the resulting contract and to provide the services and/or furnish the goods contemplated therein.
- J. RFP DEBRIEFING: In accordance with §49 of the *Governing Rules* Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. However, upon request we will provide a scoring/ranking summary and the award justification memo from the evaluation committee. Formal debriefings are generally not offered.
- K. TESTING AND INSPECTION: Mason reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

XVII. RFP SCHEDULE (Subject to Change):

- Issue in eVA: 2/27/24
- Vendors submit questions by: 3/07/24 by 4:00 PM ET
- Post Question Responses: 3/12/24 by 5:00 PM ET
- Proposals Due: 3/25/24 @ 2:00 PM ET
- Proposals to Committee: 3/27/24
- Review and Score Proposals: 3/27/24 – 4/10/24
- Scores to Purchasing: 4/11/24
- Oral presentations (if necessary): TBD
- Negotiations/BAFO: Start week of 4/22/24
- Award: TBD
- Contract Start Date: TBD

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

Offerors must advise any portion of this contract that will be subcontracted. All potential offerors are required to include this document with their proposal in order to be considered responsive.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date and time for proposals. This shall also include DSBSD certified women- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.SBSD.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Who will be doing the work: I plan to use subcontractors I plan to complete all work

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete Section A of this form.
- B. If the "I plan to use subcontractors" box is checked, complete Section B of this form. For the proposal to be considered and the offeror to be declared responsive, the offeror shall identify the portions of the contract that will be subcontracted to any subcontractor, to include DSBSD certified small business for the initial contract period in relation to the offeror's total price for the initial contract period in Section B.

Section A

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification Number: _____ Certification Date: _____

Section B

If the "I plan to use subcontractors" box is checked, populate the requested information below, per subcontractor to show your firm's plans for utilization of any subcontractor, to include DSBSD-certified small businesses, in the performance of this contract for the initial contract period in relation to the offeror's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

Plans for Utilization of Any subcontractor, to include DSBSD-Certified Small Businesses, for this Procurement

Subcontract #1

Company Name: _____ SBSBD Cert #: _____
 Contact Name: _____ SBSBD Certification: _____
 Contact Phone: _____ Contact Email: _____
 Value % or \$ (Initial Term): _____ Contact Address: _____
 Description of Work: _____

Subcontract #2

Company Name: _____ SBSBD Cert #: _____
 Contact Name: _____ SBSBD Certification: _____
 Contact Phone: _____ Contact Email: _____
 Value % or \$ (Initial Term): _____ Contact Address: _____
 Description of Work: _____

Subcontract #3

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #4

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #5

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____



Purchasing Department
 4400 University Drive, Mailstop 3C5
 Fairfax, VA 22030
 Voice: 703.993.2580 | Fax: 703.993.2589
<http://fiscal.gmu.edu/purchasing/>

ATTACHMENT B – SAMPLE CONTRACT

Note: Other documents may be incorporated into this document, either by way of attachment or by reference, but in all cases this contract document shall take precedence over all other documents and will govern the terms and conditions of the contract.

This Contract entered on this ____ day of _____, 2024 (Effective Date) by _____ hereinafter called “Contractor” (located at _____) and George Mason University hereinafter called “Mason,” “University”.

I. WITNESSETH that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:

II. SCOPE OF CONTRACT: The Contractor shall provide photography and videography services for George Mason University as set forth in the Contract documents.

During the term of this Contract, Contractor may issue Statements of Work (“SOW”) to modify the scope of the engagement or otherwise change the work to be performed under this Contract. All SOW’s must be on a form approved by Mason prior to the start of this Contract. Any SOW that does not conform to the pre-approved SOW form shall be void even if approved by Mason. Additionally, the SOW shall be limited to modifications to the scope of the engagement or other changes to the work to be performed under this Contract; any other terms contained in a SOW shall be void and have no effect even if approved by Mason. Other than changes to the scope of the engagement or the work to be performed under this Contract, Contractor may not change, modify, add, supersede, or remove any term from this Contract through a SOW.

III. PERIOD OF CONTRACT: One year from the Effective Date with four (4) successive one-year renewal options.

IV. PRICE SCHEDULE: The pricing specified in this section represents the complete list of charges from the Contractor. Mason shall not be liable for any additional charges.

(Pricing will be added to this section, as negotiated.)

Rates include all travel-related expenses and overhead costs if Contractor is traveling within a 50-mile radius of Mason's Fairfax campus. Travel will only be paid on a reimbursement basis and in accordance with Mason's policies if Contractor is traveling further than 50 miles. See <http://fiscal.gmu.edu/travel/> for Mason’s travel policies.

V. CONTRACT ADMINISTRATION: Audra Meckstroth, Executive Director, Creative and Brand, Office of University Branding, shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.

VI. METHOD OF PAYMENT: *As selected from RFP Payment Term Options / Method of Payment.* Contractor shall submit invoices directly to acctpay@gmu.edu and copy to the Contract Administrator. Invoices must reference a Purchase Order number to be considered valid. Invoices may only be submitted after services rendered or goods delivered. Progress invoices may be submitted. All invoices will be paid Net 30 (*or as selected*), after receipt of invoice in the accounts payable email inbox.

VII. THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):

- A. This signed form;
- B. Negotiation Response(s) dated XXXXX (attached);
- C. RFP No. GMU-ER0103-24, in its entirety (attached);
- D. Contractor’s proposal dated XXXXXX (attached).

VIII. GOVERNING RULES: This Contract is governed by the provisions of the Restructured Higher Education Financial and

Administrative Operations Act, Chapter 10 (§ [23.1-1000](#) et seq.) of Title 23.1 of the Code of Virginia, and the “*Governing Rules*” and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>.

IX. CONTRACT PARTICIPATION: It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

Participation in this Contract is strictly voluntary. If authorized by the Contractor, the contract will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor and shall fully and independently administer its use of the contract to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this Contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the 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 University may request the Contractor provide semi-annual usage reports for all entities accessing the Contract. The University 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 the University 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 needed.

X. STANDARD TERMS AND CONDITIONS:

- A. **APPLICABLE LAW AND CHOICE OF FORUM:** This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.

- B. **ANTI-DISCRIMINATION:** By entering into this Contract, Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and §§ 9&10 of the *Governing Rules*. If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules*, § 36).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

- 1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

- 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

- C. ANTITRUST: By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Mason, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Mason shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [University Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
 - 1. The parties may agree in writing to modify the scope of this Contract.
 - 2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the

Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by Mason or with the performance of the contract generally.

- K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
1. The Contractor must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
 2. The Contractor must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
 3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail their decision to the Contractor within 60 days after receipt of the claim.
 4. The Contractor may appeal the Chief Procurement Officer's decision in accordance with §55 of the *Governing Rules*.
- L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this Contract, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.
- O. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- P. CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon Contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the Contract to facilitate transition to successor; and
 - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the Contract from the Contractor to its successor.

2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.

3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.

- Q. **DEBARMENT STATUS:** As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.

- R. **DEFAULT:** In the case of failure to deliver goods or services in accordance with this Contract, Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.

- S. **DRUG-FREE WORKPLACE:** Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.

- T. **ENTIRE CONTRACT:** This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.

- U. **EXPORT CONTROL:**
 1. **Munitions Items:** If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must:
 - a. notify Mason (by sending an email to export@gmu.edu), and
 - b. receive written authorization for shipment from Mason's Director of Export Controls.

The notification provided by the Contractor must include the name of the Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the determination was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-authorization approval for shipment to Mason of any Munitions Item, it will reimburse Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition Item that are reasonably related to the Contractor's failure to provide notice or obtain Mason's written pre-authorization.

 2. **Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a "600 series", Contractor must (i) include the Export Control

Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: export@gnu.edu.

- V. **FORCE MAJEURE:** Mason shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of Mason, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from Mason that such cause has occurred, Contractor agrees to directly refund all payments to Mason, for services not yet performed, including any pre-paid deposits within 14 days.
- W. **FUTURE GOODS AND SERVICES:** Mason reserves the right to have Contractor provide additional goods and/or services that may be required by Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Contract. Such newly introduced additional goods and/or services will be provided to Mason at Favored Customer pricing, terms and conditions.
- X. **GRANT OF RIGHTS:** In the event that the services which is the subject of this Contract is copyrightable subject matter, Contractor and the University hereby agree that for the purposes of the Contract the photographs and videos (hereinafter referred to as "Photographs-Videos") shall be a work-made-for-hire and the property of the University. The University shall have the right to secure copyright protection for the Photographs-Videos. In the event that the Photographs-Videos are not copyrightable subject matter, or for any reason cannot legally be a work-made-for-hire then, and in such event, the Contractor hereby assigns all right, title, and interest to said Photographs-Videos to the University and agrees to execute all documents required to evidence such assignment. Without limiting the foregoing, Contractor gives and grants to the University the right to exclusive use of all Photographs-Videos prepared by the Contractor pursuant to this Contract, in all media and types of advertising and promotion of the University. The University shall have the unlimited right to exploit the Photographs-Videos as it sees fit, including the right to alter or rearrange the Photographs-Videos, throughout the United States and its territories and possessions. The University's rights shall be exclusive, and the Contractor will not use, license, or permit the use of the Photographs-Videos for any other purpose except as part of Contractor's portfolio. The Contractor may also not copyright or trademark any Photographs-Videos produced for the University without prior written consent.
- Y. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Z. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless Mason, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- AA. **INDEPENDENT CONTRACTOR:** The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.
- BB. **INFORMATION TECHNOLOGY ACCESS ACT:** Computer and network security is of paramount concern at Mason. Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at Mason.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of Mason shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The

Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.0. For more information, please visit <http://ati.gmu.edu>, under Policies and Procedures.

CC. **INSURANCE:** The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured. By requiring such minimum insurance, Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

1. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;
2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than \$1,000,000 per occurrence; and
4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance.

DD. **INTELLECTUAL PROPERTY:** Contractor warrants and represents that it will not violate or infringe any intellectual property right or any other personal or proprietary right and shall indemnify and hold harmless Mason against any claim of infringement of intellectual property rights which may arise under this Contract.

1. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for Mason will not be disclosed to any other person or entity without the written permission of Mason.
2. Work Made for Hire. Contractor warrants to Mason that Mason will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the Contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

EE. **NON-DISCRIMINATION:** All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).

FF. **NON-EXCLUSIVITY:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict or prohibit Mason from acquiring the same or similar goods and/or services from other entities or sources.

GG. **PAYMENT TO SUBCONTRACTORS:** The Contractor shall take the following actions upon receiving payment from Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. b. If an individual contractor, provide social security number in order to receive

payment. c. If a proprietorship, partnership or corporation provide Federal employer identification number. d. Pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Institution for work performed by the subcontractor under that Contract, except for amounts withheld as allowed by prior notification. e. Accrue interest at no more than the rate of one percent per month. f. Include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

HH. PUBLICITY: The Contractor shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except on the specific written authorization in advance by Mason's designated representative.

II. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.

JJ. RENEWAL OF CONTRACT: This Contract may be renewed by Mason for four (4) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available or 2%, whichever is lower.

2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available, or 2%, whichever is lower.

KK. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a "Campus Security Authority (CSA)." CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>."

LL. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason's reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason's request, provide Mason with a copy of its response.

If Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason's reasonable requests in connection with its response.

MM. SEVERABILITY: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.

NN. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.

OO. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however,

remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.

PP. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and Mason’s efforts related to SWaM goals. Upon contract execution, Contractor (as determined by Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of the Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.

QQ. UNIVERSITY DATA: University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this Contract:

1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.
2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor’s obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.
3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party’s data, content, or intellectual property, except as expressly stated in the Contract.
4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
5. Contractor shall notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason.
6. If Contractor will have access to University Data that includes “education records” as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a “school official” with “legitimate educational interests” in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for Mason’s and its end user’s benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.
7. Mason may require that Mason and Contractor complete a Data Processing Addendum (“DPA”). If a DPA is completed, Contractor agrees that the information in the DPA is accurate. Contractor will only collect or process University Data that is identified in the DPA and will only handle that data (e.g., type of processing activities, storage, security, disclosure) as described in the DPA. If Contractor intends to do anything regarding University Data that is not reflected in the DPA, Contractor must request an amendment to the DPA and may not take the intended action until the amendment is approved and documented by Mason.

RR. UNIVERSITY DATA SECURITY: Data security is of paramount concern to Mason. Contractor will utilize, store and process University Data in a secure environment in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor’s own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. At a minimum, Contractor shall use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods to protect University Data.

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason’s investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who’s PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.
2. Mason reserves the right in its sole discretion to perform audits of Contractor, at Mason’s expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make available to Mason all information necessary to demonstrate compliance with its data processing obligations. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.

SS. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Contract, Contractor will ensure that all University Data are securely returned or destroyed as directed by Mason in its sole discretion within 180 days of the request being made. Transfer to Mason or a third party designated by Mason shall occur within a reasonable period of time, and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of Mason or its transferee, and to the extent technologically feasible, that Mason will have reasonable access to University Data during the transition. In the event that Mason requests destruction of its data, Contractor agrees to destroy all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred University Data. Contractor agrees to provide documentation of data destruction to the University.

Contractor will notify the University of any impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and University Data and providing Mason access to Contractor’s facilities to remove and destroy Mason-owned assets and University Data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to Mason. Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to Mason. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on Mason, all such work to be coordinated and performed in advance of the formal, final transition date.

TT. UNIVERSITY REVIEW/APPROVAL: All goods, services, products, design, etc. produced by the Contractor for or on behalf of Mason are subject to Mason’s review and approval.

UU. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.

VV. WARRANTY: Unless otherwise provided in this Contract, the Contractor hereby represents and warrants: (a) that no third party has any ownership rights in, to, or arising out of the Photographs-Videos supplied hereunder; and (b) that the Photographs-Videos comply with the University’s specifications and are free from any material defects in design or workmanship.

Contractor Name

George Mason University

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Of all of the design elements that go into creating a brand's visual identity, photography is probably the most powerful component. Photos tell our story louder than words; great photography can get you the chance for the attention you need to communicate. Mason photos tell people here and around the world that we exist and act, both here and around the world. The images we select and use convey our philosophy (enriching lives, doing work that matters, defining excellence) and personality (inspired, challenged, open, united, and diverse).

Resist the temptation to jam the photos in with too much text. To work well in communicating for you, photos need the appropriate amount of space to be of a size that has impact. In addition, you don't need a photo to illustrate every editorial message. Fewer but larger photos are much more effective in conveying your message than a lot of little photos people won't pay attention to.

General Guidelines for Using Photography

- Use fewer, larger images for maximum impact
- Photos should be selected with care and be of the highest quality and composition
- Full-color photography is preferred
- Do not change the photo in such a way that it changes the meaning of the photograph
- Avoid distorting the photo with filters and special effects



Proposal for George Mason University for Video Production and Photography Services

Prepared by

Rock Creek Productions, Inc.

610 Herndon Pkwy., Suite 700

703-867-7655

www.rock-creek.com

steve@rock-creek.com

March 25, 2024

Cinematic Storytelling



March 25, 2024

Erin Rauch
Assistant Director
Purchasing Department
4400 University Drive, Mailstop 3C5
Fairfax, VA 22030

RE: Video Production and Photography Proposal for GMU-ER0103-24

Erin:

Rock Creek Productions, Inc. appreciates the opportunity to provide this proposal to continue our support of George Mason and its many departments and initiatives.

Rock Creek is an award-winning, digital cinema production company with a long history producing high-quality video, motion graphics, and animation for many different departments at George Mason University including GMU Creative Services in the Office of University Branding, the Criminal Investigations and Network Analysis Center (CINA), the Institute for Digital Innovation (IDIA), and the Atmospheric, Oceanic, and Earth Sciences (AOES) Department. Most recently, our work for the College of Humanities and Social Sciences, helped to increase new student applications by nearly 30%.

For the purposes of this procurement, we are partnering with Stewart Photographic to provide the photography services, however, should GMU wish to award a contract to Rock Creek without the photography services, that would be acceptable to us.

The following pages contain information on Rock Creek as well as a statement of work and corresponding pricing for the services you have requested.

More information about Rock Creek, including samples of our work may be found at our website www.rock-creek.com. If you have any questions or need more information, please contact me via email at steve@rock-creek.com or at 703-867-7655.

Best regards,

A handwritten signature in black ink, appearing to read "Steve Agnew".

Steve Agnew
President
Rock Creek Productions, Inc.

STATEMENT OF WORK AND TECHNICAL APPROACH

Rock Creek understands that George Mason University is seeking a partner for video production and photography services for the following departments and initiatives:

- A. General Videography and Photography services for the Office of University Branding (OUB) and other departments, as needed.
- B. Videography and Photography services for Admissions/Washington Scholars Program, consisting of full coverage for three (3) 6-day conferences taking place in Washington, DC in June and July, 2024.
- C. Photography services for Intercollegiate Athletics (ICA).
- D. Photography services for the Antonin Scalia Law School.

The following pages offer our response to the Statement of Need.

A. OUB GENERAL PHOTOGRAPHY AND VIDEOGRAPHY

1. Photography

Rock Creek is teaming with Stewart Photographic for this proposal. Located in Herndon, Virginia, Stewart Photographic produces a variety of projects including high-end headshots, business portraits, architectural photography, and studio product photography. Stewart Photographic primarily shoots still pictures for visual marketing. Their clients range from small businesses to global fortune 500 companies, like Nikon, Audi, Volkswagen, and Wegmans. The company has successfully completed thousands of jobs for hundreds of clients over the past 30 years.

Founder and owner Michael Stewart is known as a technical photography expert who is passionate about creating beautiful images using the latest technology. He has taught photographic lighting and Adobe Photoshop for Shepherd University & NVCC. He was the president of the American Society of Media Photographers (ASMP) and is a member of the Advertising Photographers of America (APA).

Michael is also the tech editor of two respected publications: *The DAM BOOK, digital asset management for photographers* and the ASMP Digital Photography Guide. Michael has very strong technical skills with cameras, lighting & digital imaging software. He is a known technical photography expert and works as a consultant for photographers, studios & fine art galleries. A sharp eye and a passion for creating artistic photography are the basis of his studio's success. Michael has the experience and enthusiasm to handle any photography project.

The company has three full time photography employees and a handful of regular contractors. Most of the work is done by the three staffers. Often Stewart Photographic needs to outsource the shooting to other photographers but Stewart Photographic does

STATEMENT OF WORK AND TECHNICAL APPROACH

editing and delivery of every job. This keeps things consistent and better meets their clients' needs.

Stewart Photographic is well equipped with the latest gear. They use top-of-the-line Nikon Mirrorless systems, and have the full range of lenses and both continuous LED & Strobe lighting systems. Though most of their work is on location, Stewart Photographic has a small studio in Herndon and access to several local studios for larger productions.

Stewart Photographic's other staff includes:

Jamey Simpson is a young and enthusiastic up and coming photographer. He is Washington, DC-based and has a passion for storytelling through powerful imagery. His work has been published in [People Magazine](#), [American Craft Magazine](#) and featured on the [Today Show](#). Simpson has collaborated with renowned brands including National Geographic, Disney+, Marriott Hotels, and the Washington Wizards.

Adrian Bonifant has a bachelor's degree in graphic design and started his career working in layout design for a local newspaper in 2009. His passion for photography and 3D modeling granted him the opportunity to start creating 3D models of local buildings for placement on Google Earth. Adrian joined Stewart Photographic in 2010 and has served as studio manager, digital technician, and graphic artist, helping to deliver over 50 successful projects each year.

Daniel Glass is a veteran photographer with more than 20 years of experience shooting sports and portraits. He has shot basketball games for GMU. He is based in Vienna, Virginia.

Rina Schild is an enthusiastic photographer with 15 years of experience. She shoots sports, nature, and portraits on location. She is based in Arlington, VA.

a. Execute High-quality Digital Photography

As evidenced by the included portfolio, and work samples at www.stewartphotographic.com, Michael Stewart and his team have the skill and experience to provide all the photography services required by this procurement. They will provide the specific service requested. Their approach to each area is detailed below.

Campus Lifestyle

We can make modern fresh-looking images of students and faculty for a variety of needs. These can be done with spontaneity or as pre-determined setups with pre-chosen models. Stewart Photographic has done a lot of lifestyle photography for business and residential real estate.

Faculty Portraits

Having a great educator portrait is now more important than ever. The faculty needs to look their best and represent the school with dignity online. Their online portrait is often the only time their likeness is seen. Michael is a portrait master. He has made nearly 100,000 business portraits (headshots). He tailors the sessions to meet the needs of the

STATEMENT OF WORK AND TECHNICAL APPROACH

assignment. It could be fast and furious on a studio background or very precise on location with a hair & makeup artist, and multiple portrait looks in one session.

Student Portraits

Michael's portrait lighting is different for every subject. He tailors the lighting and lens to the individual persons hair color, wardrobe, and shape.

Event Coverage

Events are generally covered by a junior photographer who has been specially trained to do this work. Events generally need the same type of images, and a trained Junior photographer can complete these assignments successfully.

Campus Architecture

Michael has a great skill set for architectural photography. He worked as an assistant for an internationally known architectural photographer in the 1990s and went on to do a lot of his own architectural projects. His photography of the campus buildings will look fantastic.

Intercollegiate Athletics

We are ready to cover GMU's needs for game day photography. Michael started his photography career shooting high school sports for local newspapers in Loudon County. He also photographed bike and car races for magazines during his early years as a photographer. He's shot soccer, football, wrestling, golf, and many other sports.

b. Demonstrate a Professional, Artistic Eye

We believe Stewart Photographic's portfolio demonstrates this requirement. As a professional photographer, Michael Stewart and his team have decades of experience setting up lights and backdrops and creating safe and effective sets.

c. Communicating with Subjects

As evidenced by the beautiful portraits in his portfolio, Michael's team is adept at working with subjects to portray them in their best light.

d. Availability

All professional photographers know that events don't always happen during normal business hours and are prepared to work at anytime. Stewart Photographic will be available during business hours, after hours, at night, and on weekends for photographic assignments.

e. Locations

Stewart Photographic is available to perform assignments at all Mason campuses.



STATEMENT OF WORK AND TECHNICAL APPROACH

f. Photography Post-production

As evidenced by their portfolio, Stewart Photography has superior photography post-production skills. They are adept at color correction, image correction, and photo information management.

2. Videography

a. Exceptional Video Production Skills – EXPERIENCE

Rock Creek Productions is an award winning, full-service digital cinema production company. We have production facilities near Washington, DC and in Asheville, NC, but we work across the United States and around the world.

Our clients include dozens of government agencies, universities, non-profits, museums, public health institutions, large and small businesses, and broadcast television. Recently we've been working closely with the EPA, DoD, U.S. Secret Service, Virginia Department of Health, Discovery Communications, and the U.S. Navy.

We are filmmakers and we create visual stories with a purpose. For more than 25 years, we have helped our clients develop engaging programs that deliver specific communications goals to targeted audiences. Our goal is to exceed expectations and make a difference. We pay close attention to small details, we apply high standards of excellence, and we focus our efforts on successful results regardless of approach, purpose, or budget.

At Rock Creek we help our clients tell compelling stories. This wealth of experience informs our work and enables us to be responsive and agile as we develop compelling and informative educational programs. Rock Creek has the requisite skills and experience to produce high-quality and exception video and audio work for all of Mason's marketing and public relations requirements. The information below provides details on a few relevant projects. More examples of our work may be found on our website at www.rock-creek.com/our-work.

George Mason University | College of Humanities and Social Sciences
Marketing and Recruitment Video
<https://rock-creek.com/our-work/gmu-chss/>

STATEMENT OF WORK AND TECHNICAL APPROACH



George Mason University's College of Humanities and Social Sciences partnered with Rock Creek to develop a short video highlighting the power of humanities-related academic disciplines and their importance in a wide range of endeavors. Our challenge was to tie together the diversity of disciplines in the college into a synthetic

theme that would encourage degree seeking students to apply and also educate potential donors to the importance of the college's mission.

George Mason University | 30 Second Commercial

<https://rock-creek.com/our-work/gmu-30-sec-spot/>

George Mason University approached Rock Creek with a tight deadline – just three weeks to craft a 30-second TV spot to air during college basketball broadcasts, a process that can span 4-6 months. The objective was clear: create an edgy, fresh, and memorable commercial that would resonate with fans and elevate the university's brand. Within days,



Rock Creek came up with multiple refined concepts. As soon as the client chose one, the team jumped into development assembling our cast and crew, turning the envisioned project into reality. The client's choice of Rock Creek was rooted in trust, knowing we could reliably navigate challenges and quickly adapt to meet their needs. Witness the result now on ESPN!

DHS Center of Excellence Overview | Criminal Investigations and Network Analysis (CINA) Center at George Mason University

<https://rock-creek.com/our-work/cina/>

For the 2021 Department of Homeland Security Center of Excellence Summit, Rock Creek was contracted by the CINA Center at GMU to produce a series of institutional overview and introduction whiteboard videos for several different COE institutions.



STATEMENT OF WORK AND TECHNICAL APPROACH

CropSmart | GMU Center for Spatial Information Science and Systems

<https://youtu.be/avSRpadcyug>

In the summer of 2023, Rock Creek produced this short video for GMU's Center for Spatial Information Science and Systems as it sought Phase II funding from the National Science Foundation for its CropSmart smartphone app to aid farmers around the country with making informed, data-driven decisions when it comes to managing their farms effectively. Rock Creek was responsible for every aspect of this video including scripting, production, and postproduction.



SCIENCE AT WORK | NOAA PMEL

Rock Creek has a current contract with National Oceanic and Atmospheric Administration (NOAA) - Pacific Marine Environmental Lab (PMEL) to produce up to four short videos per year that highlight PMEL's ongoing scientific projects.

These videos are created by incorporating NOAA supplied footage with original Rock Creek produced interviews and b-roll (which we traveled to Seattle to capture) with commercially purchased stock footage to create informational and promotional products. Rock Creek worked in close coordination with NOAA PMEL staff and Principal Scientists to develop the script, then we shot, edited and finished a Section 508 compliant video for online distribution through NOAA's website and various social media channels.



Atmospheric Chemistry – This video highlights PMEL's project to collect data on atmospheric chemistry and determine how and if aerosols are affecting the changing climate. https://www.youtube.com/watch?v=pp_TdS8RPZI

STATEMENT OF WORK AND TECHNICAL APPROACH

Key Personnel

At Rock Creek, we apply a team approach to everything we do, with individual players each taking ownership of their responsibilities in a collaborative environment where no suggestion is too small for consideration and where creativity is always encouraged and fostered. This is our core Rock Creek team. We've been working together as a unit for many years, which allows us to have a seamless collaboration for every project.

Steve Agnew | Project Manager / Director / Director of Photography

Steve founded Rock Creek in 1995 to be able to create the type of customized, cinematic storytelling that Rock Creek offers. He manages the company and serves as Producer, Director, or Director of Photography on all major projects, oversees all production and creative activities, interfaces with clients, manages company equipment and technology ensuring all systems are up-to-date. He's a hands-on craftsman with in-depth technical knowledge of cameras, lenses, filters, and properties of light and has extensive shooting experience and excellent lighting skills.

Tim Phillips | Senior Producer / Writer

Tim has over twenty-five years of professional experience in scriptwriting, directing, and producing video and multimedia programs for government, commercial, and non-profit organizations. He has worked across a variety of genres including training, marketing and promotions, advocacy, and documentary and has produced award-winning programming for such varied audiences as children, crime victims, and counter-terrorist operatives. An original owner and partner in Rock Creek Productions, Tim has helped build a flexible and responsive organization that understands production is a collaborative art requiring vision, versatility, and practical expertise. He knows listening to and connecting with clients is crucial to developing successful, engaging messages and effective programs.

Mike Chirieleison | Senior Producer / Production Coordinator

Mike is a producer and videographer with more than fifteen years of experience working in video production. Mike produces many of our major projects and works closely with our clients and staff to ensure that all of our projects stay on schedule and on budget. Mike also oversees and coordinates day-to-day operations at Rock Creek – Mike always knows what's going on and when and where everyone needs to be. In addition to his stellar organizational skills, Mike is an extremely talented and creative still photographer with his work appearing in online galleries and exhibitions.

Craig Hirshberg | Senior Editor

Craig brings over twenty years of experience as a video editor and photojournalist as well as a talent for design and multimedia development to the Rock Creek team. He's got

STATEMENT OF WORK AND TECHNICAL APPROACH

a practiced eye for composition and motion, in addition to being adept at realizing the vision of others on the production team. As Rock Creek's senior editor, Craig is instrumental in the design and art direction of our products. His versatile work has helped us garner several prestigious video awards.

Aizhan Tuganbay | Writer / Producer / Director

Aizhan brings her deep knowledge of film, film history, and most importantly filmmaking technique to Rock Creek. She's a creative writer and producer who's not afraid to push the envelope on what's possible and is busy pushing our projects to new frontiers. Originally from Kazakhstan, she lived in Europe where she earned an MBA before moving to the United States to pursue her dream career in filmmaking and video production. She studied cinematography and filmmaking at the New York Film Academy, followed by working in the NYC indie film industry for another six years. She's worked on set as a production team member, produced, directed, and edited. Being a true nomad, she relocated to the Washington, DC area in 2022. Aizhan loves being creative with her work. In her spare time, she enjoys writing, watching movies, photography, and being out in nature.

James Culcasi | Director of Photography / Producer

Before joining Rock Creek in 2023, James graduated with a Film and Media Arts degree from American University and started his career in production with the goal of learning how to become a Swiss Army Knife on set. Throughout his decade of experience, James gravitated toward working behind the camera. He made it a point to seek out work in different departments in both production and post-production, in order to be the most effective team-player possible. He is always searching for new ways to learn, adapt, and grow to tell more effective and powerful stories.

Alyssa Trammel | Motion Graphics Design / Animation

Alyssa is a graphic artist and motion designer with branding and exhibit/event design experience. She enjoys learning about anything and everything and loves the variety of topics she's gotten to dive into through design projects. An extroverted extrovert, Alyssa's favorite part of the creative process is brainstorming with clients and her team – seeing people light up as collaboration sparks the unique ideas that give a project that secret sauce.

Alexis Antonucci | Editor / Colorist

Alexis is a rock-solid editor with more than seven years of experience working in Adobe Premier and After Effects. She also brings her creativity and artistic talent to her skills as our primary colorist, working in DaVinci Resolve. A 2015 graduate of UNCA's New Media program, Alexis is also Rock Creek's foremost plant expert bringing the outdoors in to our Asheville office and making our lives a little greener.

STATEMENT OF WORK AND TECHNICAL APPROACH

Kevin Sweeney | Editor

Kevin is Rock Creek's up and coming editing rock star. He joined our team in 2022 shortly after graduating from James Madison University with a degree in Media Arts and Design. Kevin has intuitive editing skills and he's brought that talent to many of our most important projects. Kevin is musically inclined, playing piano and cello, which serves him well in a field dependent on rhythm and timing. This talent, along with his strong visual-spatial reasoning and persistence, greatly compliments his editing skills.

STATEMENT OF WORK AND TECHNICAL APPROACH

b. Generating Ideas – Creative Services

Rock Creek has decades of experience creating award-winning, compelling video projects from the ground up. The following paragraphs provide detail on our creative approach.

Kick-off Meeting/Design Conference

Rock Creek's Video Producer will meet with the client team to discuss the projects. This kick-off meeting focuses on high-level project goals, creative ideas, technical requirements, and development schedules. We may also discuss access to content materials, narration casting, acquisition of existing assets, and connecting with subject matter experts, as necessary. This producer is the main point-of-contact for the project, and is responsible for day-to-day communications, overseeing all production efforts, and ensuring that all deliverables are on time and the budget is kept on track.

Creative Strategy

At Rock Creek we employ a design strategy that takes a “big picture” approach to ensuring that we meet the messaging goals of the project. Key elements that we consider when starting a project include:

- Audience: who are they; what do they want to know; what do they need to know.
- Delivery Platform: how will the video be viewed.
- Content: what is the content, what are the key messages, and what visual approaches will best convey it.
- Theme: we develop an overarching theme for the video and make sure that the content that is included supports that theme.
- Color Palette: we investigate how the color palette supports the theme but also meshes with the client's branding.
- Client Brand: what is the existing brand and how does the project support it.
- Music: our creative approach also incorporates music to help set the tone of the program and to drive the pacing.

Most important to our creative approach is that we do not operate independently from our clients. We employ internal brainstorming sessions at Rock Creek, and we hold brainstorming sessions with our clients. The result of this is typically a unified approach, and an end product that meets the goals of the project.

Scripting

Rock Creek is adept at all forms of scriptwriting, ranging from dramatic narrative to factual, interview driven programming. We will work closely with the client team to create the script and add visual ideas, graphical elements and other creative inspirations and enhancements. Rock Creek often collaborates closely with clients in this manner – working with existing scripts or outlines and helping to mold and revise them into production-ready scripts. We will use our years of expertise in collaborative script



STATEMENT OF WORK AND TECHNICAL APPROACH

writing to help implement realistic, dramatic, dialogue and situations to ensure proper and full engagement of the intended audience.

Location Identification

We expect to work in consultation with the client team to identify and secure appropriate locations for filming.

Production Scheduling and Coordination

Prior to each production day, we'll generate and share with all interested parties a Call Sheet that consolidates the day's work plan – location address, call times, directions and parking information, production schedule, wardrobe requirements, and any other pertinent information.

On-Location Production

Visual storytelling requires the right tools and the ability to skillfully use them. Rock Creek shoots on 4K-resolution, large-format cameras including Sony CineAlta Fx9. We deploy a variety of Zeiss digital cinema prime and zoom lenses. We create stunning imagery with extremely wide latitude, shallow depth of field, and precise color rendition. Our cameras are supported by a full complement of mobile camera platforms including a Steadicam and a handheld Movi gimbal system, a 4K resolution aerial drone, a compact slider dolly, a jib, and vehicle mounts. We also provide a full range of video monitoring, audio recording, lighting, grip and electric capabilities.

At the end of each production day, all footage is backed up to redundant hard drives. Throughout the production and postproduction process Rock Creek keeps redundant copies of all media and other project materials such as edit and graphics projects. Rock Creek is fully insured to industry standards for all production efforts.

Studio Production

Our Herndon, VA production facility includes a large 1600 square foot flexible studio space with several adjoining areas that extend its reach, a 24' wide infinity cyc, green-screen capabilities, make-up and green rooms, a set and prop workshop, kitchen, and plenty of client workspaces.

Post-production

We have a family of high-end, broadcast quality postproduction editing systems, including Adobe Premiere Pro running on robust Mac Pro platforms. Rock Creek also makes use of the following software, depending on the requirements of the project: After Effects, Audition, Photoshop, Illustrator, Media Encoder, Lightroom, and DaVinci Resolve. Rock Creek typically provides, at a minimum, three cycles of review for all edits.

Motion Graphics and Titles

As part of the editing process, our graphics team will create all required graphical elements. These elements may be applied both to enhance the look and feel of the

STATEMENT OF WORK AND TECHNICAL APPROACH

program, as well as to describe technical subjects, or simplify otherwise complicated concepts. All branding efforts will look similar to existing GMU branding. Rock Creek understands that GMU will provide any necessary logo files.

Finishing

Rock Creek delivers on-line ready digital versions of all final videos in the format specified by the client, including a 4K high-resolution master file for archival purposes. Rock Creek has extensive experience preparing high-quality digital files for platforms such as YouTube, Amazon Web Service, Vimeo, Twitter, Facebook, for broadcast and cable platforms, and other digital deliverable platforms.

c. Managing Projects

Rock Creek routinely and simultaneously manages a wide range of projects, developing and producing both one-off products and multi-product series. We also manage contracts in which we support clients on an on-call, ad hoc basis. The following provides a high-level description of these efforts as examples of how we would apply our expertise in managing the variety of work for GMU.

GMU CINA Center of Excellence

For GMU's Criminal Investigation and Network Analysis group, a multi-disciplinary consortium of academic research for the Department of Homeland Security, Rock Creek has a long-standing work history in which we have managed bi-annual conference events – conducting interviews, shooting stills and video, producing pre-event content, and putting together post-event promotional videos. We have shot and edited many of CINA's Speaker Series events, and we are currently working with CINA's subject matter experts and professors to produce a series of twenty videos in support of the US Secret Services' law enforcement training initiative on digital forensics. For that project, we work with the SMEs to craft scripts averaging 20-minutes in duration, we shoot the on-camera lectures in our Herndon, VA studio in a purpose designed 'digital forensics' set, we shoot supporting b-roll footage, create motion graphics and text, and incorporate still photographs of equipment, screen captures of processes, and other source materials to create the videos. This is a significant, high-dollar effort that requires the management and attention to many details. We have a team of editors and motion graphics designers focused on this effort.

Virginia Infection Prevention Training Center

In another high-visibility program, we are scripting, developing, producing, and editing a series of more than twenty creative videos for Virginia health care providers on various aspects of infection prevention. Tasks for these videos include casting and directing live-action footage with professional actors in the VCU Medical Center in Richmond and in our Herndon, VA production studio. These videos often incorporate special in-camera and postproduction effects, the use of miniatures, and motion graphics. Several of the videos are fully animated. This is a significant effort requiring close coordination with VCU administrators and medical experts.

STATEMENT OF WORK AND TECHNICAL APPROACH

Defense Acquisition University

In partnership with CyberMedia Technologies Corporation, we are working on several products at the same time to train Defense contracting personnel and logistics professionals. This work typically involves scripted drama shot in our Herndon, VA production studio, which we configure to appear as government offices. We hire professional actors and shoot and edit scenario-based training products. These products require us to break down scripts, acquire or create specialized props, acquire wardrobe, and find specialize locations for production, including restaurants and even the Battleship USS New Jersey.

Defense Logistics Agency

In this effort, we supply DLA will a full range of production support to include videography crews (videographers, sound recordists, gaffers, grips, actors, and make-up artists) and postproduction editors and motion graphic artists to support a variety of production needs. Crews often travel across the country and the world to support DLA's requirements. For this contract, we quickly respond to calls for videography crews and use in-house staff and vetted freelance professionals to meet DLA's needs.

All this work – and other work – is currently happening at Rock Creek. Even though we are a small company, we are capable and scalable and ready to handle any and all work that GMU requests of us. We have a long, successful history of managing multiple, simultaneous client needs and projects and meeting deadlines. We would apply this knowledge and expertise to the potentially multiple ongoing projects under this GMU contract.

d. Communications, Management and People Skills

Production necessitates collaboration, it is by nature a collaborative art, and we intentionally strive to create an energetic and cooperative atmosphere by bringing the right technical team together, applying the most appropriate tools, and directly engaging with our clients. We want to know our clients' requirements and constraints, their project goals, and their audience needs so that we can determine the best, most effective and appropriate way to communicate their message. This approach is crucial success.

For every project, we assign a producer who is responsible for all communications between Rock Creek and the GMU team and within Rock Creek. This is not to say we restrict communications through that single fulcrum, we do like and appreciate targeted communications with team members, but it is important that a single individual, who is ultimately responsible for the success of the project on the Rock Creek side, is kept aware of all aspects of development, production, and post.

We enjoy being teamed with subject matter experts on the client side and to learn everything we can about the subject at hand to communicate it effectively back out to the audience. This is one of the most interesting aspects of our profession. As we often tell new customers, we've produced everything from counter-terrorist training with SEAL Team 06 to breastfeeding infants; we've visited nearly every state, every territory, and many overseas countries. We've interacted with a wide variety of federal, state, local, and tribal



STATEMENT OF WORK AND TECHNICAL APPROACH

governments, we have a broad range of higher-education clients (obviously including many at GMU), we've worked with corporations, and non-profits organizations. We've interacted with Supreme Court Justices, Senators, Congressmen, Celebrities, Cabinet Secretaries, CEOs, inventors, experts, crime victims, addicts, and lots of regular people.

In each and every interaction, we have to read the situation, be deferential to the opinions of others, manage expectations, learn the subject matter to speak intelligently upon it, and build consensus.

When it comes to the day of production when the big money is being spent and there are often times a large cadre of people all looking to Rock Creek's producer for guidance, we have learned to be direct while remaining empathetic, decisive while being open to suggestion, and clear in communications to professional and non-professional talent, crew members, and the client team.

On the set, we intentionally create an energetic, collaborative and efficient atmosphere. We enjoy our work, and this experience and familiarity enables us to be extremely efficient on set and to get the job done on time and on budget.

Our directors and other crew members are experienced at making interview subjects and non-actors feel comfortable in front of the camera. We will also work with the subjects to film them in staged or actual b-roll situations in order to gather enough supporting footage to make the program visually compelling.

Deliverables

Photo Deliverables: high-resolution digital photographs (minimum 4200x2800)

Video Deliverables: High-quality video files (minimum 16x9 HD 1080p), and broll/stringouts of extra content (as requested)

GMU will retain exclusively all rights to all photographs and videos supplied under any resulting contract.

STATEMENT OF WORK AND TECHNICAL APPROACH

B. ADMISSIONS/WASHINGTON SCHOLARS PROGRAMS

Rock Creek understands there are three summer conferences that require a full complement of documentary photos and videography. We propose to staff these conferences with a minimum staff to include: a producer; a photographer and a photographer's assistant; a videographer and a production assistant; and a video editor, who will work off site.

To fulfill the various documentary photographic and videographic activities, Rock Creek proposes small, fleet, and experienced crews using professional-grade equipment and applying best-practices techniques to manage each of the event types.

In all cases, assigned photographers, led by Michael Stewart of Stewart Photographic, and producers and videographers to include Rock Creek staff led by Steve Agnew, Tim Phillips, Mike Chirieleison, and James Culcasi, photo and video editors to include Rock Creek staff, and assistants shall meet or exceed the minimum professional requirements. Photographic portfolios and video samples of proposed team members are presented elsewhere in this proposal.

Individual assigned responsibilities include:

Producer – The producer handles overall event management and supervision; coordinates and communicates with GMU event coordinators, makes final decisions on featured photographs, social media posts, and video products.

Photographer – The photographer is responsible for composition, lighting, and all headshot photography, and making social media decisions in partnership with the GMU team.

Photographer's assistant – The photo PA handles equipment load in/out, set up/breakdown, maintains session notes for individuals, downloads and manages media to two transfer drives, ensures equipment is operational (batteries charged, media available, etc.), performs initial photo selections and color corrections, assists in social media asset development, media management and metadata tagging, uploading and nightly multimedia presentations, and transportation for the photographer and equipment.

Videographer – The videographer is responsible for camera set up, lighting, directing, and shooting video; communicates to the editor initial suggestions for the various video products.

Production Assistant – The PA handles equipment load in/out, set up/breakdown, maintains log notes of what is shot, downloads and manages media to two transfer drives, ensures equipment is operational (batteries charged, media available, etc.), uploads and/or transfers media to the editor, assists with editorial decisions to include drafting nightly multimedia presentations, and transportation for the videographer and equipment.

Video Editor – The video editor edits nightly presentations, the final wrap-up video, social media posts, and 60-second commercial; this individual may work off-site.

STATEMENT OF WORK AND TECHNICAL APPROACH

All proposed members of the production team are either US citizens or have authorization to work in the US; no one has a felony conviction, and all will pass background checks to enable them to work with children and youth.

Deliverables for each conference include:

- Photographic stills and videography suitable for display in both 16x9 HD 1080p for full video and 9x16 HD 1080p for social media reels.
- Editing and color correction and GMU-branded titling (where appropriate) for all photographs and nightly multimedia presentations.
 - Headshot photos of each student will be taken on the second to last day of each conference.
 - Photos are available online for the students at the completion of each individual conference.
- Editing, color correction, sound mixing and GMU-branded motion graphics for all video products to include:
 - One (1) nightly multimedia presentation for the duration of the each conference
 - Nightly uploading to social media and/or online archive; including at least one video per day posted on YouTube and on Instagram reels
 - Delivery of all video (final products and b-roll) at the conclusion of work following each event for future unrestricted usage
 - Production of a 60-second video commercial for each event to be used for recruitment and promotion; the audience includes parents, students, educators and other stakeholders
- All final products are delivered with one (1) week of individual event conclusion

Work Examples

Aspen Institute Youth and Engagement Programs | The Aspen Institute
<https://rock-creek.com/our-work/aspens-yjf/>

As one of the several youth engagement programs that we helped document, we helped highlight and promote Aspen's Young Leaders Fellowship program, shooting at various locations on the National Mall in Washington DC, at the Watergate Hotel, at the Kennedy Center, as well as in the Mt. Pleasant neighborhood where the Fellows engaged people on the street to learn about gentrification.



STATEMENT OF WORK AND TECHNICAL APPROACH

DHS COE 2019 Summit | George Mason University, CINA

<https://rock-creek.com/our-work/2019-coe-summit/>

In the summer of 2019, Rock Creek filmed this highlight video of the Department of Homeland Security's Centers of Excellence Summit at George Mason University. A some of the COEs, the Criminal Investigations and Network Analysis Center (CINA) at George Mason provided us with the livestream footage which we paired with our own b-roll and interview footage to highlight the importance of this network of institutions in tackling known and unknown homeland security challenges. This is just one video in a long series of productions we have completed for CINA including an ongoing lecture series consisting of more than twenty hour-long presentations by distinguished academics on various fields of criminal investigations and cybersecurity.



C. INTERCOLLEGIATE ATHLETICS PHOTOGRAPHY

To support requirements to document Intercollegiate Athletic events, Michael Stewart leads an experienced team to include professional sports photographers, Dan Glass and Rina Schild. At a minimum, one photo team consisting of a photographer and a photo assistant are assigned to each scheduled event. Depending upon the event, more than one team may be deployed, with each team consisting of a photographer and an assistant.

All professional-grade equipment deployed exceeds GMU's minimum requirements, with photographers deploying multiple camera bodies and a range of fast prime and zoom lenses to capture all the action up close and in stunning detail. In addition, if portraits are required, the team is ready to provide portable studio backgrounds, GMU-branded step-and-repeats, and a full complement of strobes.

Deliverables include all raw and color corrected photos; initial selects immediately following the event, with the ability to edit multimedia presentations if requested. GMU would have unrestricted use of all photographs.

STATEMENT OF WORK AND TECHNICAL APPROACH

D. SCALIA LAW SCHOOL PHOTOGRAPHY

Stewart Photographic is uniquely skilled and experienced in taking professional headshots, either on location in situ, in a studio setting, or using portable studio backdrops and strobe lighting. For each event requested here, a team of a photographer and a photographer's assistant are assigned.

Headshots are typically taken from a variety of angles to ensure 'the best side' of each individual is captured. Depending upon either the general or particular use, backgrounds may be consistent or varied. Our photographers always work in close conjunction with GMU decision makers to ensure all desires and requirements are met.

We understand that for this particular need, **faculty and staff headshots** are to be taken on campus using portable backdrops and lighting. That approximately 10-minutes are taken with each subject, and that immediate review with the photographer and/or GMU producer and photographer's assistant and the subject determine the best two or three shots for future use. This 'immediate' review is enabled by the photographer's camera being tied into a laptop computer, with photos uploaded directly into Adobe Lightroom. These photos may find a variety of uses such as on GMU/Antonin Scalia Law School websites, brochures, or in other recruiting, marketing, or promotional materials. These events are expected to take place twice a year and will cover 10 to 20 individuals per session. Final re-touching, color correction, and processing for print or social media use takes place following the event with all finished photos delivered within approximately one week.

We understand that **student headshots** may also be scheduled at least once per year, typically over a two-day period. The same criteria as described above for the Faculty and Staff headshots are in play, but typically students move through the process faster with only one photo per student being the desired outcome. Immediate review and selection occur after the session, and student information is gathered to enable links to be emailed to each individual for their own personal use.

And finally, we understand that other photographic services may be required at the behest of GMU/Antonin Scalia Law School to document events, capture in-situ activities such as mock courtroom hearings, or other gatherings. These needs may be negotiated on an ad hoc basis with the same professional care is applied to them as to other events in this proposal.

REFERENCES

References for Rock Creek Productions

Kristen Koehler
Assistant Dean, Communications and Marketing
College of Humanities and Social Sciences
George Mason University
703-993-6111
kkoehler@gmu.edu
Period of Performance: May 2023 through Present

Jo Dee Armstrong-Novak, Program Manager
VIPTC, VCU Medical Center
208-571-9234
jo.armstrongnovak@vcuhealth.org
Period of Performance: August 2022 through Present

Martin Spitznagel, Program Manager
Cybermedia Technologies, Inc.
412-779-7526
mspitznagel@ctec-corp.com
Period of Performance: 2015 through Present

References for Stewart Photographic

John Dimattei
Montauk Systems
jjdmontauk@aol.com
954.695.6819
Period of Performance: 2016-Present

Renee Narvaez, Director of Marketing
Bowman
rnarvaez@bowman.com
602 639-0980
Period of Performance: 2020-Presen

Jesse Garchik, Principal
Garchik Consulting Solutions, LLC
jesse@garchikconsulting.com
571-303-9856
Period of Performance: 2018-Present



PRICING INFORMATION

A 1: General Photography Pricing for OUB and other Departments (incl. Sports photography and Scalia Headshots)

STILL PHOTOGRAPHY	Unit	Daily Rate	Half Day Rate	Hourly Rate
General Pricing				
Senior Still Photographer	Day/Hr	\$1,776.00	\$976.00	\$176.00
Junior Photographer	Day/Hr	\$888.00	\$488.00	\$88.80
Assistant	Day/Hr	\$356.00	N/A	\$35.60
Digital Tech	Day/Hr	\$456.00	N/A	\$45.60
Post-production and file delivery	Hour	N/A	N/A	\$76.00
Headshots Pricing (# of Subjects + Session Fee)				
Session Fees (Waived for 20+)				
Studio	Each	\$187.00	N/A	N/A
Location w/ Studio Lighting	Each	\$387.00	N/A	N/A
Location w/o Studio Lighting	Each	\$187.00	N/A	N/A
Number of Subjects				
1	Each	\$327.00		
2-4	Each	\$237.00		
5-9	Each	\$187.00		
10-19	Each	\$157.00		
20-39	Each	\$137.00		
40-79	Each	\$117.00		
80+	Each	\$87.00		
11+ Retouched Portraits	Each	\$95.00		

A 2: General Videography Pricing for OUB and other Departments

The table below shows our pricing for our current contract with GMU (Contract #: GMU-1692-21-20). This pricing will be used to create budget estimates for all work falling under requirement A: General Videography.

PREPRODUCTION	Unit	Daily Rate	Hourly Rate
Senior Producer	Day/Hr	\$785.00	\$98.50
Producer	Day/Hr	\$525.00	\$65.60
Associate Producer	Day/Hr	\$420.00	\$52.50
Scriptwriter	Day/Hr	\$735.00	\$91.85
Art Director	Day/Hr	\$685.00	\$85.65
Production Coordinator	Day/Hr	\$420.00	\$52.50
Director	Day/Hr	\$785.00	\$98.50
Assistant Director	Day/Hr	\$525.00	\$65.60
Director of Photography	Day/Hr	\$785.00	\$98.50

PRICING INFORMATION

PRODUCTION	Unit	Daily Rate	Hourly Rate
Production Assistant	Day/Hr	\$265.00	\$33.15
Labor			
Senior Producer	Day/Hr	\$785.00	\$98.50
Producer	Day/Hr	\$525.00	\$65.60
Associate Producer	Day/Hr	\$420.00	\$52.50
Art Director	Day/Hr	\$685.00	\$85.65
Production Coordinator	Day/Hr	\$420.00	\$52.50
Director	Day/Hr	\$785.00	\$98.50
Assistant Director	Day/Hr	\$525.00	\$65.60
Director of Photography	Day/Hr	\$785.00	\$98.50
Videographer	Day/Hr	\$575.00	\$71.85
Camera Operator	Day/Hr	\$420.00	\$52.50
Audio Engineer (Sound Recordist)	Day/Hr	\$575.00	\$71.85
Audio Technician	Day/Hr	\$420.00	\$52.50
Gaffer	Day/Hr	\$575.00	\$71.85
Grip	Day/Hr	\$475.00	\$59.35
Production Assistant	Day/Hr	\$265.00	\$33.15
Make-up Artist	Day/Hr	\$630.00	\$78.75
Actor *	Day	\$650.00	N/A
Camera Packages			
Digital Cinema/4K+ Camera Package	Day/Hr	\$850.00	\$106.25
DSLR Package	Day/Hr	\$175.00	\$21.88
Camera Support			
Steadicam Package (Archer 2s)	Day/Hr	\$1,050.00	\$131.25
Hand-held Gimbal	Day/Hr	\$265.00	\$33.15
Teleprompter (Tablet Based)	Day/Hr	\$130.00	\$16.25
Teleprompter (Professional)	Day/Hr	\$265.00	\$33.15
Field Audio Package	Day/Hr	\$265.00	\$33.15
Lighting, Grip, and Electric			
Lighting and Grip -- standard package	Day/Hr	\$240.00	\$30.00
575w HMI Fresnel Light	Day/Hr	\$160.00	\$20.00
1200w HMI Fresnel Light	Day/Hr	\$210.00	\$26.25
2000w HMI Fresnel Light	Day/Hr	\$315.00	\$39.35
Lite Panel Kit	Day/Hr	\$100.00	\$12.50
Kino-flo 4x4 kit	Day/Hr	\$125.00	\$15.66
Mini-Jib	Day/Hr	\$125.00	\$15.66
Full size-Jib w/motorized head, remote zoom and focus	Day/Hr	\$300.00	\$37.50
Dana Dolly	Day/Hr	\$80.00	\$10.00
Fischer Hydraulic Dolly	Day/Hr	\$475.00	\$59.35
One-ton Grip Truck	Day/Hr	\$300.00	\$37.50
Miscellaneous			
Makeup Supplies	Each	\$65.00	N/A
Field Media Storage Drive	Each	\$145.00	N/A
Studio Production *			
Studio, Production	Day/Hr	\$1,200.00	\$150.00

PRICING INFORMATION

POSTPRODUCTION	Unit	Daily Rate	Hourly Rate
Editor	Hour	\$685.00	\$85.65
Assistant Editor	Hour	\$520.00	\$65.00
Voice-Over Narrator	Hour	N/A	\$350.00
Music Cut (Stock/Library)	Each	\$200.00	N/A
Music - Entire Program Blanket *	Each	\$200.00	N/A
3D Animation	Hour	N/A	\$210.00
2D Animation (After Effects/Motion)	Hour	N/A	\$125.00
Photoshop	Hour	N/A	\$84.00
Transcription *	Min.	N/A	\$5.00
Subtitles *	Min.	N/A	\$15.00
Captions *	Min.	N/A	\$15.00

* Non-schedule Item

B: Photography Pricing for Admissions/Washington Scholars Programs

Each conference is six days, from 7:00AM – 10:00PM. Photographer will follow students while they go into Washington, D.C. and the surrounding areas. Additional headshots of each student will be taken on the second to last day of each conference.

Deliver: Online delivery of files to be available for students at the end of each conference. One multimedia presentation per night of each of the conferences (Collaboration with videographer.) Nightly uploading to social media and/or online archives. Delivery of edited images and RAW for future unrestricted usage. Use photographs to produce a 60 second video/commercial for each program to be used for recruitment.

Description	Unit	Rate	Qty.	Total
Event Photography (15hr Day)	Day	\$1,776.00	6	\$10,656.00
Postproduction and file delivery	Hour	\$76.00	60	\$4,560.00
Total for One Event				\$15,216.00
Total for Three Events				\$45,648.00

B: Videography Pricing for Admissions/Washington Scholars Programs

In our experience providing general event videography coverage for conferences such as these, we recommend providing a minimum 2-person production crew consisting of a Producer/Director of Photography and a videographer/camera assistant. This will allow us to shoot with two-cameras over

PRICING INFORMATION

the course of each day, providing a greater variety of footage for the daily social media edits and the overall conference 60 second promotional video.

As GMU estimates that the time on-location for each of these conferences will be a total of 15 hours, from 7:00 am until 10:00 pm, we are providing higher day-rates for longer hours with our crew to avoid the necessity of dipping into overtime.

Finally, to complete each day’s social media video in a timely manner, we will plan to have an on-site editor who we can continuously hand footage to ensure that we have a jump start on editing each final product.

Price per conference shoot day

(If this pricing is not as expected, we would offer an opportunity to better understand the job and negotiate the price.)

PREPRODUCTION	Unit	Daily Rate	Hourly Rate	Daily Qty.	Hourly Qty.	Total
Senior Producer	Day/Hr	\$785.00	\$98.50	0	2	\$147.75
Production Coordinator	Day/Hr	\$420.00	\$52.50	0	2	\$105.00
Preproduction Subtotal						\$252.75
PRODUCTION	Unit	Daily Rate	Hourly Rate	Daily Qty.	Hourly Qty.	Total
Labor						
Senior Producer	Day/Hr	\$785.00	\$98.50	0	15	\$1,477.50
Director of Photography	Day/Hr	\$785.00	\$98.50	0	15	\$1,477.50
Camera Packages						
Digital Cinema/4K+ Camera Package	Day/Hr	\$850.00	\$106.25	1	0	\$850.00
Hand-held Gimbal	Day/Hr	\$265.00	\$33.15	1	0	\$265.00
Lighting, Grip, and Electric						
Lighting and Grip -- standard package	Day/Hr	\$240.00	\$30.00	1	0	\$240.00
Production Subtotal						\$4,310.00
POSTPRODUCTION - Daily Social Media Video	Unit	Daily Rate	Hourly Rate	Daily Qty.	Hourly Qty.	Total
Editor	Hour	\$685.00	\$85.65	0	12	\$1,027.80
Music Cut (Stock/Library)	Each	\$200.00	N/A	1		\$200.00
Postproduction Daily Social Subtotal						\$1,227.80
Subtotal price per conference shoot day and daily edits						\$5,790.55
Subtotal price per conference – shoot days and daily edits (6)						\$34,743.30

Rock Creek Productions, Inc.
 Video Production Services Proposal

PRICING INFORMATION

Price per conference promo video (3)

POSTPRODUCTION - 60 sec video	Unit	Daily Rate	Hourly Rate	Daily Qty.	Hourly Qty.	Total
Editor	Hour	\$685.00	\$85.65	5	0	\$3,425.00
Music Cut (Stock/Library)	Each	\$200.00	N/A	1		\$200.00
Postproduction Daily Social Subtotal						\$3,625.00
Subtotal price for conference promo videos (3)						\$10,875.00
Total price for Washington Scholars Program tasks						\$115,104.90

Payment terms are net 30. Rock Creek prefers electronic payment and we are registered with the GMU payment system PaymodeX.

CLIENT LIST

Government

U.S. Marine Corps
Marine & Family Programs Div.

U.S. Navy
Sexual Assault Response Office
SeaBees
Judge Advocate General Corp

U.S. Air Force
AFCEC

U.S. Army
Defense Logistics Agency
Entrance Processing Command
Army Corps of Engineers
Chemical, Biological, Medical Systems

U.S. Coast Guard

Department of Defense
Defense Acquisition University
Pentagon Force Protection Agency
National Defense University

Department of Homeland Security
Transportation Security Administration
Customs and Border Protection
Civil Rights and Civil Liberties
Immigration and Customs Enforcement
Federal Emergency Management Agency

Central Intelligence Agency

Bureau of Indian Affairs

SBA/Office of Disaster Assistance

Environmental Protection Agency

Office of Personnel Management

The Smithsonian Institution
Office of Development
National Museum of African Art

Bureau of the Census

Federal Aviation Administration

Department of the Treasury
Housing and Urban Development

DC WIC State Agency

Internal Revenue Service

Veterans Affairs

United States Postal Service

Department of Labor

U.S. Patent and Trademark Office

United Nations

Universities

George Mason University
Virginia Tech
University of Maryland Global Campus
Montana State University/Techlink Center
Asheville Buncombe Community College

Commercial

General Dynamics Information Technology
CTEC Corporation
MAXAR Technologies
Discovery Education
SANS Institute
RAW TV

Lockheed Martin Corp.
General Physics Corp.
PerformTech Inc.
PowerTrain, Inc.
Computer Sciences Corporation
Adayana/Vertex Solutions, Inc.
National Geographic
C² Technologies, Inc.
Continental Automotive Systems
The Freedom Forum
Weber Shandwick Advertising
Saudi Arabian Airlines
The Food Channel
Cronkite/Ward Television
Infinity Conference Group
Sinkhole Films
Nantahala Outdoor Center
Meditech Communications
Erickson Barnett
Colburn Earth Science Museum
Qnexis, Inc.
Training Solutions Plus, Inc.
Sundance Channel
Caterpillar
Reinforced Earth Company
Xerox
Verizon

Non-Profit

National Constitution Center
Aspen Institute
US Geospatial Intelligence Foundation
United Way
AACRAO
National Council on Aging
Peacework International
Sojourners
United Methodist Church
Peacework International
Sojourners
United Methodist Church

AWARDS LIST

<p>2023 Telly Award, Gold Arctic Report Card Nat'l Oceanic and Atmospheric Admin.</p>	<p>2023 Telly Award, Bronze "Escape Room" Training Series CTEC/Defense Acquisition Univ.</p>
<p>2023 MarCom Award, Platinum Viddy Awards, Platinum Insider Threat Vigilance Series DOD/Center for Dev. of Security Excellence</p>	<p>2023 Hermes Platinum Vega Awards Silver Insider Threat Vigilance Series DOD/Center for Dev. of Security Excellence</p>
<p>2022 MarCom Award, Platinum Financial Concerns DOD/Center for Dev. of Security Excellence</p>	<p>2021 Telly Award The Importance of Geography National Assessment Governing Board</p>
<p>2020 Telly Award Western Boundary Currents NOAA Pacific Marine Environmental Lab</p>	<p>2019 Gold Addy Award Because You Said Yes United Way</p>
<p>2018 Telly Award Hometown Heroes United Way</p>	<p>2017 Telly Award EksoBionics AF SBIR Decisive Analytics Corp.</p>
<p>2016 Telly Award CRWU GREAT – Manchester by the Sea CSRA/EPA Water Security Division</p>	<p>2016 Emmy Nomination, SE Region Peace Through Education: Stealing the Light Independent/Rock Creek Productions</p>
<p>2014 Telly Award "Gunnery Sergeant", SAPR Training US Marine Corps</p>	<p>2016 Telly Award Chart the Course – Welcome to the Rat Trap US Navy</p>
<p>2014 Telly Award Nikki's Story United Way of Asheville and Buncombe County</p>	<p>2014 HERMES Award, Platinum Website Design Rock Creek Productions</p>
<p>2013 Telly Award A Day Without Water Environmental Protection Agency/CSC</p>	<p>2013 Videographer Award of Distinction Rebuilding Lives SBA Office of Disaster Assistance</p>
<p>2012 Best Shorts Comp. Award Winner From Hell to Here Independent/Creative Progress, LLC</p>	<p>2013 Marcom Platinum Award Advancing the Common Good United Way of Buncombe County, NC</p>
<p>2010 CINE Golden Eagle Better Built Together Pro Bono/Habitat for Humanity DC</p>	<p>2011 Miami International Film Festival, Best Contemporary Documentary Peace Through Education: Stealing the Light</p>
<p>2010 Telly Award Why Legalman? US Navy/Judge Advocate General Corps</p>	<p>2010 EMPixx Gold Why Legalman? US Navy/Judge Advocate General Corps</p>
<p>2010 Telly Award Welcome to Supervision Customs and Border Protection</p>	<p>2010 EMPixx Gold Will Hill Periwinkle Blue Independent/Rock Creek Productions</p>
<p>2008 Communicator Award of Distinction Extraordinary Innovations US Patent and Trademark Office</p>	<p>2008 Communicator Award of Distinction Tribal School Zone Safety Tribal Nations Council</p>
<p>2008 Videographer Award of Distinction TSA Industry Watch Transportation Security Administration</p>	<p>2008 Communicator Award of Excellence ICE: Human Trafficking Immigrations and Customs Enforcement</p>
<p>2004 Videographer Award of Distinction Media Smart Youth: Food, Fitness, & Fun! Academy of Educational Development</p>	<p>2007 Telly Award Extraordinary Innovations Patent and Trademark Office</p>
<p>2002 Telly Award Evil in our Midst Immigration and Naturalization Service</p>	<p>2004 Videographer Award of Excellence Pot Luck at the Kents' WIC Program of Washington DC</p>

Rock Creek Productions, Inc.
Video Production Services Proposal

ADMINISTRATIVE INFORMATION

Rock Creek Productions, Inc. is a certified small business and an S-Corporation registered in the state of North Carolina.

Rock Creek Productions, Inc.

Production/Post/Administration
15 W. Walnut Street, Suite 201
Asheville, NC 28801
828-258-3456

Washington DC Production Studio
610 Herndon Parkway, Suite 700
Herndon, VA 20170
703-481-6590

Steve Agnew
President
steve@rock-creek.com
703.867.7655 cell

Tim Phillips
Vice President
tim@rock-creek.com
703.655.0158 cell

www.rock-creek.com

DUNS number:	10-109-7053
Taxpayer Identification number:	52-1985650
GSA Federal Supply Schedule	47QRAA21D0088
GMU Marketing Contract:	GMU-1692-21-20
Virginia SWAM:	702802

FAR 52.212-3 and 52.209-11

Rock Creek certifies that we have a current SAM registration and all representations and certifications are up-to-date.

Rock Creek is fully insured to industry standards.

Information regarding litigation, investigations, and lawsuits:

- a. Neither Rock Creek nor our subcontractors are involved in any litigation whatsoever.
- b. Neither Rock Creek nor our subcontractors are under any investigations.
- c. Neither Rock Creek nor our subcontractors are involved in any lawsuits
- d. Our firm's name has not changed in the last ten years.

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

Offerors must advise any portion of this contract that will be subcontracted. All potential offerors are required to include this document with their proposal in order to be considered responsive.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date and time for proposals. This shall also include DSBSD certified women- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.SBSD.virginia.gov (Customer Service).

Offeror Name: Rock Creek Production, Inc.

Preparer Name: Steve Agnew **Date:** 3-27-2024

Who will be doing the work: **I plan to use subcontractors** **I plan to complete all work**

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete Section A of this form.
- B. If the "I plan to use subcontractors" box is checked, complete Section B of this form. For the proposal to be considered and the offeror to be declared responsive, the offeror shall identify the portions of the contract that will be subcontracted to any subcontractor, to include DSBSD certified small business for the initial contract period in relation to the offeror's total price for the initial contract period in Section B.

Section A

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification Number: 702802 Certification Date: 7-11-2019

Section B

If the "I plan to use subcontractors" box is checked, populate the requested information below, per subcontractor to show your firm's plans for utilization of any subcontractor, to include DSBSD-certified small businesses, in the performance of this contract for the initial contract period in relation to the offeror's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

Plans for Utilization of Any subcontractor, to include DSBSD-Certified Small Businesses, for this Procurement Subcontract #1

Company Name: Stewart Photographic SBSBD Cert #: N/A
 Contact Name: Michael Stewart SBSBD Certification: N/A
 Contact Phone: 703-501-1500 Contact Email: michael@stewartphotographic.com
 Value % or \$ (Initial Term): TBD Contact Address: 1576 Kingstream Cir, Herndon, VA 20170
 Description of Work: Photography Services

Subcontract #2

Company Name: _____ SBSBD Cert #: _____
 Contact Name: _____ SBSBD Certification: _____



Purchasing Department
4400 University Drive, Mailstop 3C5
Fairfax, VA 22030
Voice: 703.993.2580 | Fax: 703.993.2589
<http://fiscal.gmu.edu/purchasing/>



**REQUEST FOR PROPOSALS
GMU-ER0103-24**

ISSUE DATE: February 27, 2024
TITLE: Photography/Videography Services
PRIMARY PROCUREMENT OFFICER: Erin Rauch, Assistant Director
SECONDARY PROCUREMENT OFFICER: Sara Siddall, Strategic Sourcing Manager

QUESTIONS/INQUIRIES: Submit all inquiries through [Mason's Bonfire Portal](#), no later than 4:00 PM Eastern Time (ET) on March 7, 2024. **All questions must be submitted through Mason's Bonfire portal.** For assistance with technical questions related to Bonfire, contact Support@GoBonfire.com or visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>. Responses to questions will be posted to Mason's Bonfire portal and by 5:00 PM ET on March 12, 2024.

IMPORTANT! All communication with Offerors will take place in Bonfire, to include negotiations. Mason can only message Offerors that have interacted with this specific RFP. Please ensure the appropriate person to handle negotiations and other RFP communication has submitted the proposal in Bonfire.

PROPOSAL DUE DATE AND TIME: March 25, 2024 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA, OR IN PERSON. SEE SECTION XII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein 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 Negotiations.

Name and Address of Firm:

Legal Name: Rock Creek Productions, Inc.

Date: 3/27/2024

DBA:

Address: 610 Herndon Parkway, Suite 700

By: _____

Herndon, VA 20170

Signature

FEI/FIN No. 52-1985650

Name: Stephen Agnew

Fax No. _____

Title: President

Email: steve@rock-creek.com

Telephone No. 703-867-7655

SWaM Certified: Yes: No: _____ (See Section VII. SWaM CERTIFICATION for complete details).

SWaM Certification Number: 702802

This public body does not discriminate against faith-based organizations in accordance with the *Governing Rules*, § 36 or against a Bidder/Offeror because of race, religion, color, sex, national origin, age, disability, or any other prohibited by state law relating to discrimination in employment.



Purchasing Department
4400 University Drive, Mailstop 3C5
Fairfax, Va. 22030
Voice: 703.993.2580 | Fax: 703.993.2589
<http://fiscal.gmu.edu/purchasing/>

RFP ADDENDUM NO. 1:

Date: March 12, 2024
Reference: RFP # GMU-ER0103-24
Title: Photography & Videography Services
RFP Issued: February 27, 2024
Proposal Due Date: **March 27, 2024 @ 2:00 PM ET**

The following changes are hereby incorporated into the aforementioned RFP:

1. **CHANGE/EXTEND PROPOSAL DUE DATE: March 27, 2024 @ 2:00 PM ET.**
2. **CHANGE/EXTEND Post Question Responses date: March 14, 2024 @ 5:00 PM ET.**

The RFP Schedule is amended as follows and remains subject to change:

Post Question Responses: 3/14/24 by 5:00 PM ET
Proposals Due: 3/27/24 @ 2:00 PM ET
Proposals to Committee: 3/29/24
Review and Score Proposals: 3/29/24 – 4/12/24
Scores to Purchasing: 4/12/24
Oral presentations (if necessary): TBD
Negotiations/BAFO: Start week of 4/22/24
Award: TBD
Contract Start Date: TBD

I hereby acknowledge receipt of Addendum No. 1 for RFP# GMU-ER0103-24, Photography & Videography Services:

Rock Creek Productions, Inc.

Offeror/Firm

Stephen Agnew

Printed Name of Signer

Signature

3-24-2024

Date