



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. UCPJMU6084

This contract entered into this 23rd day of July 2021, by **Elantes** hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From July 23, 2021 through July 22, 2022 with four (4) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal SCK-1112 dated April 9, 2021:
 - (a) The Statement of Needs
 - (b) The General Terms and Conditions
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions
- (3) The Contractor's Proposal dated May 5, 2021 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated July 19, 2021

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

By: Adam Ishaeik
(Signature)

Adam Ishaeik
(Printed Name)

Title: CEO

PURCHASING AGENCY:

By: Savana Kotaita
(Signature)

Savana Kotaita
(Printed Name)

Title: Buyer Specialist

RFP # SCK-1112, Audio Visual Event Services
Elantes
7/19/2021
Negotiations Summary

1. Pricing shall be in accordance with the pricing list provided by Elantes below:

Elantes Price List with Discounts Applied
(8% Education Discount – not applied to Live Stream Events)
Contract #SCK-1112

Item	Unit	Rate	Applied Discount	Discounted / Final Rate
1. FOR LIVE EVENTS				
a. Site visit and planning:	HR.	\$ 80.00		\$ 80.00
b. Camera operator:	HR.	\$ 140.00		\$ 140.00
c. Director:	HR.	\$ 225.00		\$ 225.00
d. Post-production and delivery of video archive:	HR.	\$ 80.00		\$ 80.00
2. FOR PRODUCED VIDEO				
a. Pre-production and planning:	HR.	\$ 110.00	8%	\$ 101.20
b. Scriptwriting:	HR.	\$ 85.00	8%	\$ 78.20
c. Video capture (on location):	HR.	\$ 120.00	8%	\$ 110.40
d. Video capture (in studio):	HR.	\$ 120.00	8%	\$ 110.40
e. Graphics and title development:	HR.	\$ 125.00	8%	\$ 115.00
f. Video editing:	HR.	\$ 125.00	8%	\$ 115.00
g. Voice over:	HR.	\$ 300.00	8%	\$ 276.00
h. Audio editing:	HR.	\$ 135.00	8%	\$ 124.20
i. Finalizing files (compressing, uploading, etc.)	HR.	\$ 50.00	8%	\$ 46.00
3. EQUIPMENT RENTAL				
Full Camera Package and Lights	per hour / per day	\$750 / \$3000	8%	\$ 690 / \$2760
Livestream Package	per hour / per day	Depends on Requirement		Depends on Requirement
Audio Package	per hour / per day	\$125 / \$500	8%	\$ 115 / \$460
Grip Van	per hour / per day	\$125 / \$500	8%	\$ 115 / \$460

RFP # SCK-1112, Audio Visual Event Services
Elantes
7/19/2021
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2. Contractor shall provide closed captioning services and video playback for all live events.
3. As an agency of the Commonwealth of Virginia, James Madison University makes payment(s) in accordance with the Code of Virginia, §2.2-4347 through 2.2-4354, Prompt Payment.
4. Contractor's billing for any travel related expenses must be in accordance with the U.S. General Services Administration (GSA) rates for lodging, meals, and incidentals expenses at the time of travel. They can be referenced at <http://www.jmu.edu/financemanual/procedures/4215.shtml>
5. Contractor agrees that this Negotiation Summary modifies the Contractor's response to RFP# SCK-1112.



Elantes

Response to:

REQUEST FOR PROPOSAL RFP# SCK-1112

Videography Services

Company Point of Contact:

Adam Ishaeik, MBA

Elantes.net

703-869-5109

aishaeik@elantes.com and

adam.ishaeik@gmail.com

Headquarters: 1655 Fort Myer Dr. Suite 700

Rosslyn, VA 22209

May 8, 2021

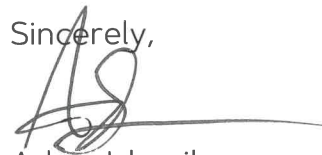
Commonwealth of Virginia James Madison University
Procurement Services MSC 5720 752
Ott Street, Wine Price Building First Floor, Suite 1023
Harrisonburg, VA 22807

Elantes is grateful for the opportunity to submit our proposal for RFP# SCK-1112 "Videography Services".

We have reviewed the RFP document associated with this procurement action and are confident that we possess the expertise to fulfil the requirements. We are committed to performing the required work within the time period requested and are prepared to complete all tasks in this RFQ/RFP in compliance with all Federal, State of VA and Harrisonburg (and additional local governments as required) city laws, ordinances, and regulations.

Our proposal is structured to follow the sections in the RFP document. We would be happy to provide and additional information or answer and questions that may arise.

Sincerely,



Adam Ishaeik

Elantes

elantes.net

703-869-5109

aishaeik@elantes.com and adam.ishaeik@gmail.com (please email both)

Headquarters

1655 Fort Myer Dr Suite 700

Rosslyn, VA 22209



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Section 1: Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.

REQUEST FOR PROPOSAL

RFP# SCK-1112

Issue Date: 04/09/2021
Title: Videography Services
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on 5/10/21 for Furnishing The Services Described Herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information And Clarification Should Be Directed To: Savana Koteita, Buyer Senior, Procurement Services, koteitsc@jmu.edu; 540-568-4280; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.

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

Name and Address of Firm:

Elantes

1655 Fort Myer Dr Suite 700

Rosslyn, VA 22209

By:


(Signature in Ink)

Name: Adam Ishaeik

(Please Print)

Date: May 5, 2021

Title: CEO

Web Address: www.elantes.net

Phone: 703-869-5109

Email: aishaeik@elantes.com

Fax #: 703-516-0552

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☒ YES; ☐ NO; IF YES ⇒ ☒ SMALL; ☐ WOMAN; ☐ MINORITY IF MINORITY: ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.



Section 2: Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.

"Elantes did a great job on Baldor Specialty Foods. The team brought a great professionalism to the job and was always ready with advice and suggestions against any questions we had. Additionally, the days of shooting were a breeze because the team came prepared and did not waste any time on grueling long days!"

- Jenn McCoy, Account Director, Baldor Foods

1. Record and/or transmit high-definition quality audio and/or video of a James Madison University event, either on campus or within the surrounding community. Projects under this section will require at least one audio and/or video capturing device, and may require one or more of the following:

- a. Describe your ability to provide one or multiple cameras and/or microphones.

(Proposal reference: Page 1 Section IV.1.a)

Our team owns 20 cameras for the primary purpose of live broadcast and expect to acquire more over the years to come. We chose cameras for quality and flexibility, avoiding needlessly complicated equipment when possible. So while we do scale up to, for instance, a set of URSA Broadcast with Fujinon B4 broadcast lenses, we believe that most events are better served by our go-to Sony PXW-X160s, which require fewer crew members to operate, less time to build, less heavy gear to support and still provide strong image quality with a very long 25x lens for large venues. During the pandemic, we have also invested in PTZ robotic cameras and expect to acquire more. What we don't own, we can rent, and we have strong relationships with a number of area rental houses for this purpose.

Our team owns nearly 100 microphones including simple dynamic SM58-class handheld mics, gooseneck push-to-talk conference tabletop mics, camera-mounted shotgun mics and large-diaphragm condensers suitable for instrument mic'ing. Our experience running audiovisual support for live streams means that we are comfortable with mic placement for live sound reinforcement as well as broadcast. We maintain several wireless mic flypacks with a set of Shure QLXD or ULXP handheld and lavalier microphones and sharkfin antennas for long-range transmission.

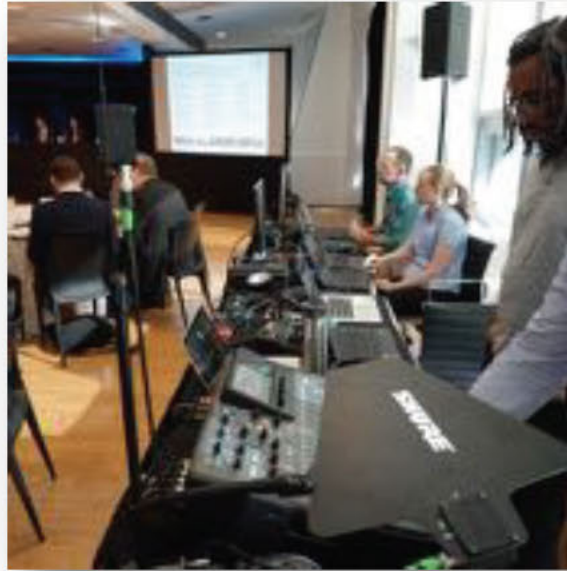


b. Describe your ability to provide live video switching.

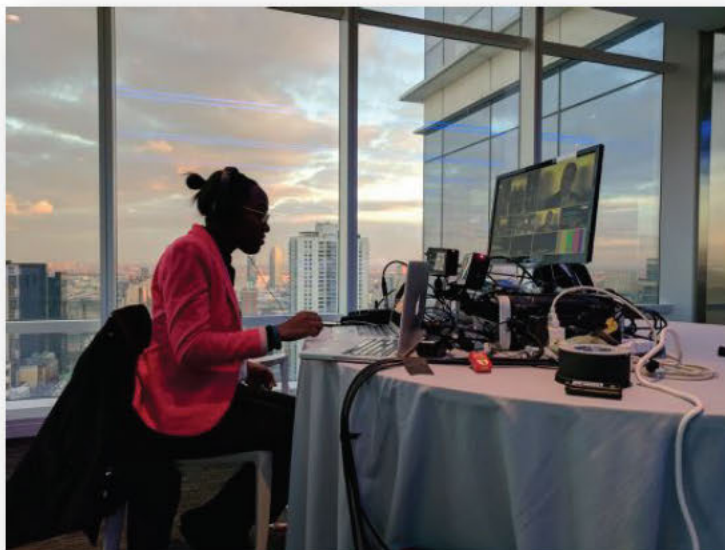
(Proposal reference: Page 1 Section IV.1.b)

Our livestream subcontractor, Spark Street Digital, is not a general-purpose production company. Live switching and streaming is their exclusive focus, and their experience with live video is unparalleled.

Spark Street Digital specializes in Blackmagic Design broadcast switchers and own nearly every live switching product they've created over the past decade, from 4x of the 40-input 8K Constellation to the humble 4-input ATEM Mini or the Web Presenter. Our team will deploy advanced switcher automation technologies such as Bitfocus Companion when assigned to livestream JMU events.



Our team has live-switched in venues ranging from tiny boardrooms to RFK Stadium, the U.S. Capitol, the United Nations in Geneva, the Googleplex in Mountain view and the Knesset in Jerusalem – from a single camera to ten. Since the beginning of the COVID-19 pandemic, our expertise with broadcast switching has grown further, as we have created graphically rich, multi-input custom broadcasts incorporating dozens of remote presenters from a variety of videoconferencing platforms.





c. Describe your ability to create and integrate video graphics, slides or animations.

(Proposal reference: Page 1 Section IV.1.c)

We incorporate static and animated graphics into live streams daily, using both the built-in media player functionality of our switchers, and outboard solutions for graphics and media playback such as NewBlue Titler Live or Playback Pro, or broadcast-style decks like the Blackmagic Hyperdeck. During the pandemic, compelling and dynamic graphics have become ever more critical, and we've developed graphics packages for livestream which include fully animated backgrounds, motion-graphic wipes and transitions, and much more. We've also created custom graphics overlays for live broadcast that display dynamic content from social media as it is generated by users online, both using off-the-shelf tools like Titler Live – and our own custom code.

d. Describe your ability to provide videos ready for projection video screens within the venue.

(Proposal reference: Page 1 Section IV.1.a)

We have considerable experience delivering live IMAG and pre-recorded content to a variety of projectors, from compact sub-1000-lumen classroom projectors to dual stacked 30,000-lumen large venue laser and DLP units. Because we often operate these units ourselves – we provide in-house audiovisual services to several venues in the DMV area that regularly include substantial projection elements – we are ready to accommodate a variety of needs for input connector, resolution, framerate, color space, and more. And because we have created our own powerful tools for rapid reencoding of video (see description below) we are ready to readjust if necessary.



- e. Describe your ability to provide video content that may require encoding to live web stream or other online delivery such as UStream and YouTube live streaming.

(Proposal reference: Page 2 Section IV.1.a)

We own dozens of industry-standard Teradek encoders, and we are in ongoing contact with Teradek itself about changes to their product line, new features, feedback and testing data. We execute hundreds of live streams each year, to every conceivable platform: Facebook, YouTube, Twitter, Twitch, Vimeo, Livestream, Brightcove, Kaltura, and many more.

We are also not just users of live streaming technology: we create it. We have built our own in-house content delivery network for livestreamed video which features its own white-label player, and features like a registration gate that collects user information before allowing them to watch, integrated & moderated text-based Q&A, multilingual audio feeds, and much more. We also operate Wowza Streaming Engine servers for restreaming and caption insertion, allowing us to distribute live broadcasts to multiple simultaneous platforms without relying on outside tools like Restream.io or Switchboard. We also use these servers to deliver streams to linear broadcast television when necessary.



- f. Describe your ability to provide videos that may require delivery of recorded video content to JMU via digital file (QuickTime compatible) or DVD if needed.

(Proposal reference: Page 2 Section IV.1.f)

We can deliver footage in any industry-standard format. Our default delivery container and codec is a CRF20 (variable bitrate but approx 15mbps@1080p) H.264 .MOV file for upload to a video sharing site such as YouTube, or ProRes LT for deliveries that require future editing. But we have a great deal of flexibility: in fact, we have developed our own in-house graphical user interface for ffmpeg, a world-class open-source video encoding tool, that allows us to refine and adjust encoding specifications at will, and encode rapidly – including for DVDs, which we have authored for a number of groups, including Georgetown University School of Medicine.

2. Produce final HD-quality video content for use in recruitment, alumni engagement, fundraising, athletics or academic programs. May require one or more of the following:

- a. Describe your ability to provide video editing services.

(Proposal reference: Page 2 Section IV.2.a)

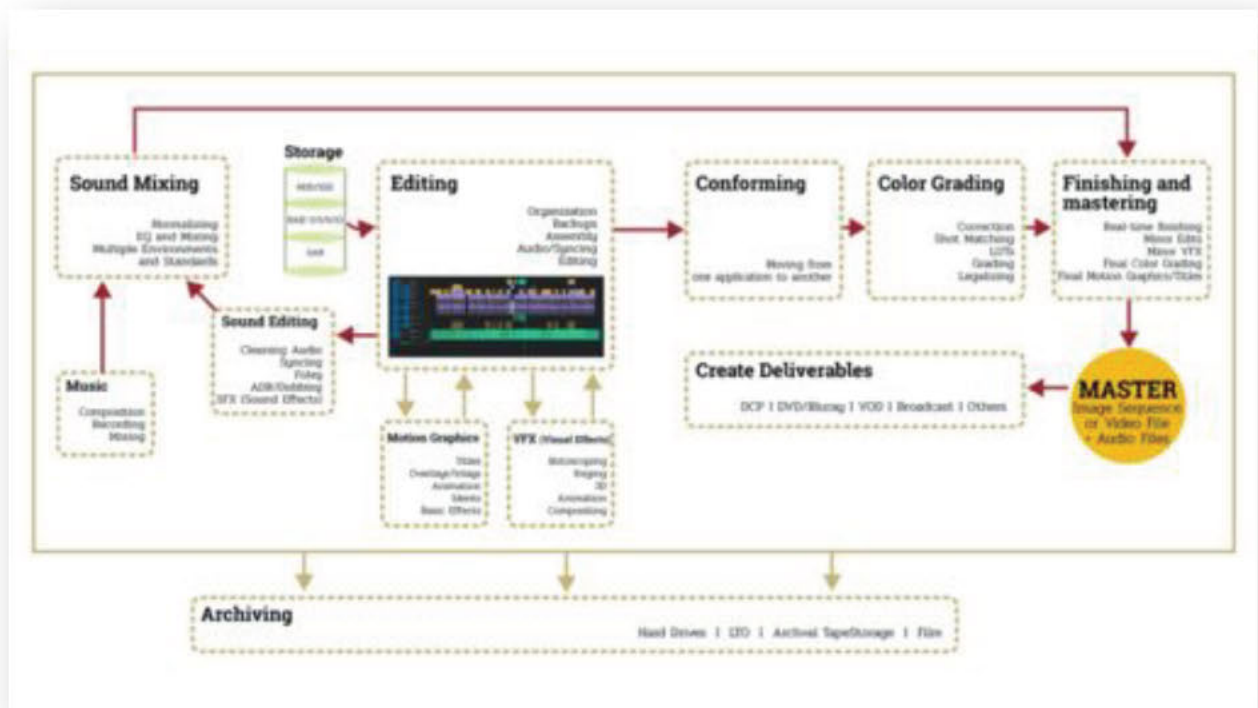
Elantes' video will be a fantastic addition to the marketing tools for the City of Danville and Pittsylvania County. Congratulations on a Great Job. Thank you for your dedication to this project.

- Sid Allgood, Chairman, Danville Regional Airport Commission

Elantes offers JMU postproduction services that cover a wide breadth of deliverables; from short social media posts to live streaming for 5,000 + attendee events.

Our postproduction workflow follows industry best practices and includes:

- Professional visual and sound studio capable of broadcast quality productions
- Latest editing technologies to include VR, 4D sequencing, AI integration, 3D virtual tours, etc...
- Incorporation of client branding and existing b-roll
- Multiple level of quality control to monitor all aspects of postproduction
- Modular editing to create content blocks that can be repurposed in different videos.



- b. Describe your ability to provide scriptwriting services (provide examples).

(Proposal reference: Page 2 Section IV.2.b)

Elantes has over 16 years of authoring and supporting video scripts including recruiting, promotional, educational, theatrical, commercial, public service, and more. We work with the production stakeholders to understand the messaging, themes, tone, storyline, and goals of the video. Our writers have worked with many industries including education, government, non-profit, private sector, and military.

See Appendix A: Sample Scripts

- c. Describe your ability to provide interviewing as part of the final product.

(Proposal reference: Page 2 Section IV.2.c)

Elantes has provided interviews as part of our productions in a variety of applications:

- **Guests of Honor interviews at DMV events for The Hot Spots Network (THN).** These interviews involved mobile video audio, and sound rigs for large and small events that could be set up in all types of lighting and sound conditions. Clients include: T.A.P.S., Congressional Baseball Game, Washington Nationals, Boys and Girls Club, Red Cross, Susan G. Komen,



TAPS, USO, congressional events, presidential appearances, NFL, MLB, NHL, the Humane Society, multi-platinum music acts (Katy Perry, Usher, Enrique Iglesias, Pitbull, Slipknot, and more), movie premiers, and more.

- ***Promotional interviews and testimonials.*** These interviews are conducted to promote a company, product, or organizational objective. In many cases, subjects are not experienced in front of the camera resulting in many production challenges. Our producers are experienced in getting the best out of both experienced and inexperienced interview subjects.
- ***Instructional interviews.*** These interviews are utilized in training and educational productions and require scripting, content synching with subject matter, and creative production techniques geared to increase viewer participation in course materials.

d. Describe your ability to provide video shoots with or without lighting.
(Proposal reference: Page 2 Section IV.2.d)

We aim to control as much of the lighting environment as possible with our comprehensive lighting systems and equipment. In instances where controlled lighting is not possible, we select from a large selection of cameras and lenses that would offer the best specifications for the environment. Elantes has provided video shoots with all types of lighting environments including:

- 100% controlled lighting
- Mobile lighting rigs
- Natural light at all times of day
- No light / low light scenarios utilizing higher iso/noise reduction and/or fast lenses below 1.4T stop



e. Describe your ability to provide video graphics and/or animation.

(Proposal reference: Page 2 Section IV.2.f)

As a producer of highly visible videos for the US Department of Defense, local/state/city governments, and businesses large and small, the incorporation of effective and visually appealing graphics/animations is a critical piece of our productions. Highlights of our graphic/animation capability include:

- Branding incorporation and adherence to strict style guide documentation
- Engaging titling and text animations/graphics
- Data flow diagrams
- Education and training visuals
- Graphic/Animation capability that includes:
 - ▲ Live action graphic layovers
 - ▲ Animated explainer/promotional videos
 - ▲ Text layouts and animations
 - ▲ Highly technical 3D modeling
 - ▲ 4D simulations.

f. Describe your ability to provide voice over and/or sound effects.

(Proposal reference: Page 2 Section IV.2.f)

Elantes provides professional voice over tracks and sound effects for commercials, television shows, music, narrative films, documentaries, animation, video games, and even sound for toys.



The audio services available at Elantes include recording, ADR/dialogue replacement, sound design, mixing, ISDN and phone-patch sessions, Skype connections, and closed captioning.

- g. Describe your ability to create and deliver final footage, which meets industry standard technical specifications.

(Proposal reference: Page 2 Section IV.2.g)

Elantes can and has created and delivered final footage in all standard technical specifications.

- h. Describe your ability to provide final footage via digital file (QuickTime compatible) on DVD(s).

(Proposal reference: Page 2 Section IV.2.h)

Elantes can deliver final footage in QuickTime compatible files on DVDs to JMU. We produce these DVDs in-house for short runs and outsource to our local vendor for larger batches as required.

- i. Describe your ability to record aerial drone video and photo content.

(Proposal reference: Page 2 Section IV.2.i)

Elantes has provided aerial drone video and photo content for the US Army, L3Harris, drone detection companies, and other government and private sector companies. We own the following drones and can rent higher capacity aerial video capture systems as needed:

- DJI Inspire 2 Drone
- DJI Phantom 4
- 2 DJI Mavics

3. Provide detail quotes and invoices that are clear and concise.

- a. Describe your ability to provide detailed quotes that clearly list all service/items to be provided and their associated cost(s).

(Proposal reference: Page 2 Section IV.3.a)

Elantes has provided quotes that follow detailed client protocols as well as government procurement law (including state and FAR statutes). All JMU quoting guidelines will be included with our submissions.



b. Describe your ability to provide line item pricing on invoices.

(Proposal reference: Page 2 Section IV.3.b)

Elantes has provided invoices that follow detailed client protocols as well as government procurement law (including state and FAR statutes). All JMU invoicing guidelines will be included with our submissions.

c. Provide examples of quotes and invoices that show your ability to comply with this requirement.

(Proposal reference: Page 2 Section IV.3.c)

See Appendix B: Sample Quote and Appendix C: Sample Invoice

4. Contractor shall provide JMU with unedited raw footage and rough cuts of all filming sessions for the university to save, review, and otherwise use without limitation at any point during and after fulfillment of the contract. Describe your ability to comply and meet this requirement.

(Proposal reference: Page 2 Section IV.4)

- Elantes will provide JMU with a drive of unedited footage immediately following the shoot (or within 48 hours pending circumstance). The type of drive, video format, and file organization will follow JMU requirements.
- Elantes will deliver any or all rough cuts per request in the format required by JMU.
- Elantes will comply with JMU video usage requirements.

5. Describe your ability to create video with industry standard technical specifications that are compatible with common video formats used in publicly-available hosted sites such as YouTube, Vimeo and Facebook.

(Proposal reference: Page 2 Section IV.5)

Elantes utilizes several formatting applications in order to deliver our media products in all industry standard technical specifications. If JMU is uncertain of the optimal format for their required application, Elantes will offer options to meet the hosting requirements of the identified platform/s.

6. Describe your ability to integrate closed-captioning into videos when requested.

(Proposal reference: Page 2 Section IV.6)

Elantes closed-captioning services include:

- CART Captioning services for remote and in-person events, meetings, and conferences



- Realtime, Live Captioning for streaming and broadcast video on remote platforms like Zoom, ON24, Webex and more. A great solution for non-broadcast sporting events and graduation ceremonies.
- Audio Description services
- Offline Captioning for online event platforms and prerecorded video content
- Internet Captioning Services
- Captioning in English, Spanish, French, Italian, or German
- Subtitles in any language
- Compliance with Section 508 of the Rehabilitation Act of 1998.

7. Contractor shall abide by JMU brand guidelines (see: <http://www.jmu.edu/brand/vendorrequirements.shtml>) and shall notify the university's Digital Content Manager in the University Communications and Marketing Office when new projects are established and will include the Digital Content Manager on final video approvals. Describe your ability to comply and meet this requirement.

(Proposal reference: Page 2 Section IV.7)

Elantes has abided by brand guidelines similar in scope to the JMU brand guidelines in virtually all productions including the US Army, National Guard, L3 Harris, Verizon, U.S. AID, local and city governments, and many others.

Elantes will document all communication requirements and protocols with the university's Digital Content Manager in the University Communications and Marketing Office in our communication plan and ensure all relevant individuals are included in the identified aspects of each production.

8. Describe your project management approach for each video project and how you will meet the specifications, objective, and time frame for each project.

(Proposal reference: Page 2 Section IV.8)

The Following section outlines our approach to project and quality management for the wide array of productions outlined in the solicitation. Our approach consists of three phases:

- Pre-Production
- Production
- Post-Production

Pre-Production

"We really enjoyed working with Elantes. Our workforce is beyond thrilled with the new video. Our commander is so excited to share it and wanted to put it out across the depot televisions."

- Kristin Smith, Public Affairs Officer, Tobyhanna Army Depot

The Pre-Production phase of each project will proceed in collaboration with JMU. The objectives our pre-production phase would be the organization and development of the project approach and execution to meet the directives stated in the SOW and include:

- Selection of JMU provided video subjects/talent and corresponding themes to be addressed in their testimonials. This entails a review of available talent, their experiences with the Danville Regional Airport, which Segments they are best suited to address, their comfort on video, and accommodations needed to get their best performance (i.e. script or off the cuff interviews)
- Scene selection – developing and integrating the proper mix scenes.
- Location scouting – what locations are available for filming and how to utilize each scene to support communication objectives.
- COVID 19 considerations – the status and availability of JMU staff to participate in filming as well as the impact of COVID 19 restrictions on filming locations
- Content development and organization
- Staffing and equipment selection
- Look, feel, and branding elements to be included
- Scheduling and logistics
- Script development and finalization

Elantes will develop a production management plan including completion dates for the proposed video deliverables and associated sub-tasks. Our production plan will ensure that film and postproduction days are efficient, effective, and follow the project plan to achieve all milestones. The stories and communication objectives to be delivered in the videos will be designated in the production management plan.

The production management plan will also cover:

- Shot style: motion of cameras, pacing of cuts/edits
- Script discussion/questions
- Soundtrack discussion/questions
- Visual Themes: Cinematic shots, action elements, coloring schemes, etc.
- Progression of the story and incorporation of objectives



- Action
- Interlacing the b-roll and graphics/animations
- Shot selections
- Continuity of visual theme between the videos
- Graphics and animation elements to include look and feel, motion, and placement
- Logistics
- Status of action items (status reports)

Production

During the production phase, we will gather all the elements needed for the project from filming footage and capturing the b-roll to creating animation and recording voiceovers.

During the video shoot we will use professional-grade sound, lighting, and camera equipment to capture high-quality media (see Section 2 #11 for our equipment listing). A typical film crew might include a director of photography, audio and lighting techs, and an interviewer to conduct any on-camera interviews.

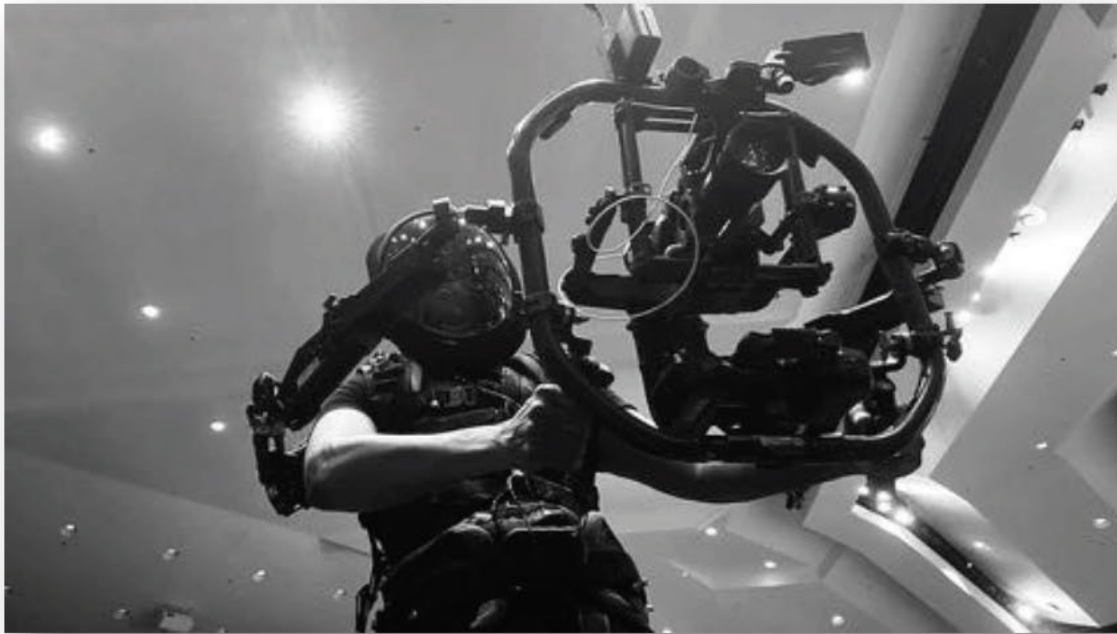
Media elements that we will gather during production can include the following:

- Footage
- B-roll
- On-camera interviews
- Audio
- Images
- Animation
- Voiceovers

COVID 19 Considerations

Elantes will follow JMU guidelines on COVID 19 including the usage of personal protection equipment, social distancing, and streamlining our filming crew.

In all production shots, Elantes will use the upmost caution to ensure the safety of all participants while deploying skilled staff and professional equipment to capture stunning and visually appealing video.



Post-Production

Rough Cut

Elantes will develop a Rough Cut once all video is captured. Our process to develop the rough cut includes:

- Uploading all media into our content management systems and editing software
- Selecting the best takes for inclusion that were chosen either during production or in post-production.
- Develop a video timeline that groups selected video clips in the desired sequence that best tells the story. Each clip is trimmed to approximate length.
- Development of the soundtrack and Voice Over (VO): The script will be sent to the VO artist upon approval of the VO artist. Turnaround time for the VO is within 3 days. We recommend a review of the VO track by the government to make any modifications early in the editing process. The soundtrack is custom developed to match the tone and progression of the narrative. The result of this effort is a completed audio track including the VO and soundtrack.
- The audio track is placed into the timeline.



- Video clip lengths are modified to fit the story content and pace of the soundtrack.
- Graphics are developed utilizing style guides of the government (if necessary) and/or custom templates developed by Elantes and approved by the government.
- Animations are developed from the graphics and integrated into the video.
- Audio sweetening and color grading.

The rough cut will be delivered to JMU according to its desired format. JMU will communicate all modifications to Elantes via email or other written format and can include edit review meetings, phone conferences, and/or other review mechanisms.

Fine Cut

Elantes will develop the Fine Cut upon receipt of feedback from JMU. Our process to develop the Fine Cut includes:

- Incorporation of all JMU modifications,
- 2 rounds of internal review to ensure all changes are successfully implemented into the video,
- Delivery of the Fine Cut with all final graphics/animations, music, narration and imagery,
- Elantes will continue to fine tune the edit until all requests from the JMU are resolved.

Final Edit

Elantes will deliver the final edit once all edit requests are incorporated into the video. Once final approval is received from the government, we will deliver the videos in the formats outlined in the SOW or requested by JMU.

Management Plan/Quality Control

Our process for managing and providing Quality Control of this production will be streamlined, efficient, and focused on delivery of high-quality videos that accurately communicate the story and associated visual objectives of JMU.

Adam Ishaeik will serve as the Lead Producer and coordinate the production and conduct all communications with the Project Officer/ Danville Regional Airport. He will also manage quality control in all phases of development to include:

- Pre-Production – In our pre-production phase, our management process is structured to capture all elements required for proper planning of the project. Our pre-production management includes:

- ▲ Project plan that outlines all pre-production tasks and associated milestones including site location, story board, equipment selections, logistics, schedule, etc.
 - ▲ Communications protocols with the Danville Regional Airport
 - ▲ Quality assurance systems/processes
 - ▲ Digital storage and format requirements to ensure a smooth turnover of all footage and digital assets associated with this project to the Danville Regional Airport.
- Production–The production breakdown/shot list/script guide our production. Management oversight will be under Mr. Ishaek to ensure that the shoot is on track, account for any unexpected delays or issues, provide contingency plans, etc. Our production manager will oversee adherence to timelines, milestones, coordination between the crew/actors/government, budget, and overall status of the shoots.
 - Postproduction–all video files are transferred to our studio for post-production including editing, animation, and graphics requirements. Video files for review can be delivered by request including file transmission, unlisted/private links on Youtube, mailed on a disk, DVD, etc. Elantes utilizes a standardized version control system that manages the incorporation of client feedback into the current version of the video.
9. 9. Provide various samples of your finished video work that showcase your quality of work, complement your clients' existing branded materials, and demonstrates your ability to meet the needs of this RFP. They can be provided via a link to a website or on a flash drive submitted with the proposal.

(Proposal reference: Page 2 Section IV.9)

Please visit www.elantes.net/JMU to view work samples for the requirements outlined in this solicitation.

10. Describe your ability to follow directions from university and athletics staff, in particular in strategic direction of video services and rolling out new elements (i.e. not debuting a 3 new element without advance coordination with JMU staff)

(Proposal reference: Page 2 Section IV.10)

Most of our productions are driven by very strict strategic directives, branding guidelines, and specific client cinematic vision. In our preproduction phase, we review all client documentation that impact the production. We also conduct pre-



production meetings to review the strategy, objectives and assigned metrics with client stakeholders and organizational boards.

In each of the following examples, Elantes was tasked with following a strategic direction that had specific branding elements along with measurable goals attached to the production:

Tobyhanna Army Depot

Tobyhanna Army Depot is the largest, full-service electronics maintenance facility in the Department of Defense (DoD). The Tobyhanna Army Depot contracted Elantes to produce a capability video that showcased their wide array of services and products in order to secure project funding from other DoD agencies. The video shoot took place at the Tobyhanna Army Depot and entailed close coordination with the government and military leaders.

Results:

- Video was a key component in Tobyhanna's marketing campaign that acquired over 119 Million investment dollars in Fiscal Year 2020 from the Department of Defense and associated branches.
- Video Link: <https://www.elantes.net/grid-c9ye> and click on "Tobyhanna Army Depot" video

US Army Medical Communications for Combat Casualty Care (MC4)

Medical Communications for Combat Casualty Care (MC4) is a ruggedized system-of-systems containing medical software packages fielded to operational medical forces worldwide, providing the tools to digitally record and transfer critical medical data from point of injury to medical treatment facilities worldwide.

MC4 contracted Elantes to produce a 2-3 minute video that was played during congressional funding briefs. Elantes combined product descriptions, battlefield simulations, and animations to produce the video.

Results:

- Video was a key component in MC4's investment presentation to congress that resulted in over 36 million dollars in obligated funds for fiscal years 2020 and 2021.
- Video Link: <https://www.elantes.net/grid-c9ye> and click on "MC4 Capability Video" video.

L3Harris

L3Harris contracted Elantes to produce videos showcasing their unmanned military vehicles to the US Navy. The videos were a required component for their Naval Air Warfare Center Air Division AIRWorks proposal valued at 1 Billion dollars.

Results:

- After reviewing our video and associated proposal, the U.S. Navy selected L3Harris Technologies as one of 2 companies to participate in phase two of the AIRWorks demonstration in December 2020. This 1 billion dollar contract will be awarded in the summer 2021.
- Video Link: <https://www.elantes.net/grid-c9ye> and click on "L3Harris" video.

11. Provide a list of the equipment used (description, brand, model, etc) your firm will use to service the requirements of this contract.

(Proposal reference: Page 2 Section IV.11)

State of the Art Equipment: Mobile Command Center & Production Studio



State of the Art Equipment: Highly Capable/Low Intrusion Video Capture System



Live Stream Equipment

- **Cameras + cameras accessories** (specific camera choice depends on events)
 - ▲ Sony PXW-X160-class cameras
 - ▲ Blackmagic URSA Broadcast class-cameras
 - ▲ Minrray NDI 30X PTZ Robocams
 - ▲ Skaarhoj PTZ Controller
 - ▲ Sachtler fluid head tripods
- **Switchers** (specific switcher choice depends on events)
 - ▲ Blackmagic Constellation 8K Broadcast Switcher
 - ▲ Blackmagic ATEM 2 M/E 4K Broadcast Switcher
 - ▲ Blackmagic ATEM 1 M/E 4K Broadcast Switcher
 - ▲ Blackmagic ATEM 1 M/E Broadcast Switcher
 - ▲ Blackmagic TV Studio Broadcast Switcher
- **Broadcast & Signal flow (as necessary)**
 - ▲ Teradek Cube / Prism Hardware encoders
 - ▲ Atomos Shogun Studio II hard drive recorder

- ▲ Blackmagic Ternanex signal processor
 - ▲ Blackmagic Videohub matrix router
 - ▲ Teradek Bolt 1000 wireless SDI transmitter
 - ▲ Decimator MD-HX
 - ▲ Decimator MD-CROSS
 - ▲ Decimator MD-LX
 - ▲ Feelworld Broadcast Monitor
 - ▲ Lilliput Camera Monitor
- **Audio (as necessary)**
 - ▲ Azden Rack field Mixer
 - ▲ Behringer X32 Compact digital console
 - ▲ Zoom LiveTrak L-12
 - ▲ QSC K10 PA system
 - ▲ 16" gooseneck podium mic
 - ▲ Shure SM57/58/beta 58 handheld mics
 - ▲ Shure QLXD / ULXP Wireless flypacks (handheld + lavalier)
- **Lighting (as necessary)**
 - ▲ Aputure Lightstorm COB LED kits
 - ▲ Dracast LED1000 Bi-color Fresnel kits
 - ▲ Arri 650W Fresnel kits
 - ▲ Monoprice RGBW LED Par kits
- **Accessories (as necessary)**
 - ▲ Porta-com full duplex comms system
 - ▲ Netgear Gigabit network switches
 - ▲ TV-One broadcast scalers

Video Production Equipment

- **GRIP TRUCK** - Ford Transit Mid Roof XLT
 - ▲ 1500 watt AC power inverter (Generator)
 - ▲ 3000 watt AC Solar Power battery
 - ▲ (Goal Zero Yeti - 1500) (Generator 2)
 - ▲ 7 passenger seating
- **GRIP**
 - ▲ 10 x 10 frame w/ stands
 - ▲ 10 x 10 1/4 grid cloth
 - ▲ 10 x 10 silver bounce / white bounce
 - ▲ 6 x 6 frame w/ stands
 - ▲ 6 x 6 1/4 grid cloth



- ▲ 6 x 6 silver bounce / white bounce
- ▲ (3) 1 x 1 silver bounce
- ▲ 1 x 1 40% grey card / white / black
- ▲ (3) Junior Combo Stands 14' 3-rise
- ▲ (3) 10' light stands
- ▲ (2) 8' light stands
- ▲ (5) 6' light stands
- ▲ (2) Offset Boom Arm 14'
- ▲ (3) c stands
- ▲ (6) lollipops
- ▲ (5) offset arms
- ▲ 10' ladder
- ▲ (15) 10lbs sandbags
- ▲ (2) Full Appleboxes
- **ELECTRIC**
 - ▲ (2) 100ft stinger
 - ▲ (4) 50ft stinger
 - ▲ (6) 25ft stinger
 - ▲ (2) quad boxes
- **LIGHTING**
 - ▲ (3) Aputure 300d COB (48,000lux)
 - ▲ Aputure 300d Mark II COB (90,000Lux) w Fresnel
 - ▲ Aputure 600d Pro (98,000lux)
 - ▲ Aputure NOVA 300c RGBW Panel
 - ▲ Aputure LS1 S 1x1 (30,000lux)
 - ▲ Aputure LS 1/2
 - ▲ Aputure LS Mini 20's
 - ▲ Aputure Light Domes
 - ▲ Falcon Eyes Bi-Color RX-18TD
 - ▲ 1k Arri fresnel tungsten
 - ▲ 2k Fresnel Tungsten
 - ▲ Key Light Air - Streaming Lights
- **CAMERA DOLLY**
 - ▲ Mathews Round D Round Dolly w 3' riser
 - ▲ 2 Segway Mini Pros
 - ▲ Tilta armorman 3 exo suit
 - ▲ Gimbal support system MOVI PRO ROBOCAM
- **EFFECTS**
 - ▲ (1) Haze Fogger



- ▲ (1) Fog Machines
- ▲ (1) RGB Laser FX box
- ▲ (1) 1080p Front Screen Projector
- **EXPENDABLES**
 - ▲ (2) Gaffer tape rolls
 - ▲ (2) Black Wrap
 - ▲ (1) Yellow camera tape
 - ▲ (1) White camera tape
 - ▲ (3) CTO full rolls
 - ▲ (3) CTB full rolls
 - ▲ (3) 1/2 CTB sheets
 - ▲ (20) assortment colored gels
 - ▲ (1) Bag of c-47's
- **CAMERA DEPT**
 - ▲ (1) Black Magic Ursa Mini 4.6k
 - ▲ (1) Arri Alexa mini
 - ▲ (1) Sony FS-7
 - ▲ (1) Sony FX-6
 - ▲ (1) Red Komodo 6k
 - ▲ (3) Pocket 4K Camera 4K
 - ▲ (1) Black Magic Production Camera 2.5k
 - ▲ (1) Zeiss SET CP.2 CINE Lens - (15mm,25mm,50mm,100mm)
 - ▲ (1) Metabones EFto4/3 speed boost
 - ▲ (1) 4/3 lens set 25mm/ 45-150mm
 - ▲ (1) Movi Pro Gimbal - Freefly
 - ▲ (1) 19" Field Monitor/Recorder
 - ▲ (1) 7" field monitor/recorder - BMD
 - ▲ 7" field monitor - SmallHD
 - ▲ Small HD focus Pro OLED 5"
 - ▲ (1) Orion-Geared Head support
 - ▲ (1) fluid head tripod
 - ▲ (1) wireless video - Vaxis 1200'
 - ▲ (1) Wireless Focus System Nucleus M
 - ▲ (1) High hat - camera support
 - ▲ (3) Go Pro Cameras
 - ▲ VR camera - Samsung
 - ▲ Instapro 360 x2 VR Cam
 - ▲ (1) 4x4 filter set: .2 -.9ND / Polarizer
 - ▲ (1) Time of day Timecode Slate Clapper - Digital



- **AUDIO**

- ▲ (1) Sennheiser MKH 60 Boom
- ▲ (2) Shure SM93 Wired Lapels
- ▲ (1) Rode Go Wirelsss Lapels
- ▲ (1) Boom Extension Stand
- ▲ (3) 25' XLR
- ▲ (1) 50' XLR
- ▲ Sound Designs 3 ch mixer

- **FULL VIDEO VILLAGE**

- ▲ 10ft Pop-up Tent
- ▲ (2) director chairs
- ▲ (1) 19" Field Monitor/Rec
- ▲ Atomos Sumo 19 with
- ▲ Proxies record in 4K

- **DIT STATION**

- ▲ (1) 17" laptop computer
- ▲ (1) DaVinci Resolve 15 loaded
- ▲ 4k 8 sdi switcher ATEM

- **DRONE**

- ▲ DJI Inspire 2 Drone
- ▲ DJI Phantom 4
- ▲ 2 DJI Mavics



Section 3: A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.

(Proposal reference: Page 5 Section B.3)

Website and reel: www.elantes.net

Elantes offers complete pre-production, production, and post-production services for our productions. We can also “bolt-on” to existing or partial productions filling in capability and/or resource gaps. Our production crews use the latest technologies in image capture equipment, editing and animation, scheduling, project management, and product delivery. Elantes can also scale down for productions in COVID sensitive and remote locations.

JMU Media Art & Design Alumni

Our team features several JMU Media Arts & Design graduates including:

Megan Rzepka, Supervising Producer – is a JMU 2017 graduate in the Media Arts & Design program with a concentration in Digital Video and Cinema.

Traise Rawlings, Senior Project Manager – is a JMU 2009 graduate in the Media Arts & Design program with a concentration in Digital Video and Cinema.

Chris Lane, Editor – is a JMU 2004 graduate in the Media Arts & Design program with a concentration in Digital Video and Cinema.

Company Overview

Our clients include the Tobyhanna Army Depot, L3Harris, National Guard, Red Cross, Baldor Foods, Congressional Baseball Game, USO, Armed Forces Federation, TAPS, Google, Make a Wish, Washington Nationals, the Academy of Television Arts and Sciences, among others.



The following are some of the sentiments expressed by some of our clients:

Elantes produced a high-quality video covering the YWCA USA's Women of Distinction Gala this year. The crew was professional, great to work with, and produced an insightful video that accurately and effectively captured the mission and important ongoing work of the organization.

- James Grant, President & CEO, JGPR

The video was great. Elantes quickly grasped our brief, were flexible on coordinating the video shoot, and quickly completed the footage. We essentially ended up going with very minor changes to the first draft of the video, which is highly unusual for us, needing to do half a dozen revisions when working with others. I would highly recommend Elantes.

- Oleg Vornik, Chief Executive Officer, DroneShield

Elantes is one of the most professional video production companies I have worked with and could not be more pleased with the quality of videos, which we use to promote our events and important cultural promotional work to a much wider audience than before. Adam Shaeik is extremely professional, and has a knack for getting the right content, images, and moments captured on camera. We will definitely work with them again.

- Metodija A. Koloski, Co-Founder & President, United Macedonian Diaspora

Elantes' Services include:

- VIDEO PRODUCTION: Cameras, Lighting, Audio, Commercial, Corporate, Live Events, TV program, Music Video, Studio, and Web
- CREATIVE: Concept Development, Writing, Direction, Producing
- POST-PRODUCTION: Editing, Graphics, FinalCut, AfterEffects, Premiere, Cinema4d
- AUDIO PRODUCTION
- PHOTOGRAPHY: Live Event, Photo Editing, Products, Aerial
- DESIGN: Web, Print, Direct Mail, Logos, Outdoor, Photoshop, Illustrator



Key Staff

The requirements of each production will determine the film crew. The following staff (or equivalent) will be involved for each JMU production.

Producer: Adam Ishaeik

Work Summary

Adam G. Ishaeik has over 16 years in video production supporting video projects with budgets from 1.5 K to 1 Million. His client list includes City of Danville, US Army, National Guard, Red Cross, Baldor Foods, Congressional Baseball Game, USO, Armed Forces Federation, TAPS, Google, Make a Wish, Washington Nationals, the Academy of Television Arts and Sciences.

Project Highlights

- Producer for City of Danville airport videos
- Producer for South Carolina Army National Guard recruitment videos
- Producer for L3 Harris capability video
- Producer for US Army's Medical Communications for Combat Casualty Care capability video
- Producer for Tobyhanna Army Depot Capabilities Video
- Producer for The Hot Spots Network that includes providing event coverages for Red Cross, The US Coast Guard, Google, The White House Correspondents Dinner, Congressional Baseball Game, USO, TAPS, National Guard Bureau, Make A Wish, Humane Society, Washington Nationals, Monster Energy Drinks, and many other DC based organizations, companies, and non-profits.
- Developed digital media for distance learning programs for the Department of Health and Human Services
- Managed video and training productions for the US Army Civilians on the Battlefield programs
- Baldor Foods capabilities video
- Produced explainer videos, commercials, and social media videos for many large and small businesses

Live Stream Executive Producer: Paul Selker

Paul has led live streaming and event production for mission critical events at the highest level. He has been trusted to manage broadcasts of international figures such as Barack Obama, Michelle Obama, Joseph Biden, Meghan of Sussex, Bill Gates, Eric Schmidt, Michael Bloomberg, Benjamin Netanyahu, Stephen Colbert, Neil DeGrasse Tyson, Tom Hanks, Bernie Sanders and many more.

As the founder of Spark Street Digital, he led the creation of its player and server codebase, its webcasting technology stack and standard operating procedures, as well as custom software tools to expedite post-production of webcast footage. His clients include the National Academy of Sciences, UNICEF, Penguin Random House, Duke Law, the Henry J. Kaiser Family Foundation, the Robert Wood Johnson Foundation, Georgetown Medical School, George Mason University, RAND Corporation, and the World Bank Group, among others.

Before starting Spark Street Digital, he led digital communications for Burness, an international strategic communications consultancy, serving clients such as the Robert Wood Johnson and Gates Foundations. He is a graduate of Yale College with a degree in Literature.

Director of Photography: Tim Wilson***Summary***

Over 27 years in the business of Indie Film / Broadcast/TV/Media.

Cinematography, Videography, Editing, Visual Effects, Directing, Producing.

Profile

Tim Wilson is a filmmaker from the Washington Metro area. He is skilled in 35mm, 16mm and HD Cinematography as well as an editor and VFX technician. His feature films "Paparazzi: Eye in the Dark" and "One Night in Vegas" made historical theatrical runs and was released on I-tunes, Best Buy, Walmart and Kmart. He has been featured on CCTV, VOA, The Washington Post and WUSA9. Tim has produced video work for Verizon, Xfinity/Comcast Chick-Fil-A, aids.gov, U.S. Marines, U.S. Coast Guard, Balfour Betty Construction, Clark Construction, Events DC, University of The District of Columbia, Montgomery College, Eyes on The Prize, Share Our Strength Foundation and the Global Citizen Project, receiving several awards and film festival nominations.



Project Highlights

- Advertisements for Verizon Corporation
- Commercials for Xfinity/Comcast
- 2015-2017 Congressional Black Caucus - All Broadcast Graphics/Awardee Bios
- US Marines Corp. - vignettes, commercials and events Videography
- US Coast Guard - TBI Training Video (required viewing for all new cadets)
- Chick-Fil-A - Employee Training Videos
- Hungry For PSA's - National PSA series for Share Our Strength Foundation
- Bethesda Softworks - Game company commercials
- MCA Records/Blackground Records/ Tommy Boy - Music Videos Major Artists
- Waking the Sleeping Giant - Feature Doc. with Bernie Sanders/Van Jones
- "Rump" an independent movie filmed in Nigeria, Africa 2015

Experience

Videographer/Cinematographer: Elantes April 2017 - Current

Operating multiple cameras on and off stabilization rigs to capture engaging content to bring life to the final product; develops, plans, and implements the overall technical video production requirements of projects; oversees all video and photographic equipment for use during the production shoot; conducts preliminary research on-site location and prospective equipment to be used for production; Evaluates video analytics to improve performance and deliver on traffic, branding, and engagement goals.

Managing Director: Cyberstorm Digital | January 1998 - Current

Manages the production team and monitor and improve processes to ensure the timely and high quality execution of developing and producing video within budget. Evaluates video analytics to improve performance and deliver on traffic, branding, and engagement goals; Procures and maintains production gear and rentals of owned gear. Provides creative services- Cinematography, Editing, VFX, Crewing. Over 70 productions produced.

Manager/Editor/Camera: Isom Global Strategies | Oct. 2012-April 2014

NAISC SERVED: 512110 Motion Picture and / Video Production Under Leadership of Isom Global Strategies creating full film productions for US Marines, US Coast Guard, DoD, VA. meetings at the Pentagon, Marines HQ. Marine Corps Base Quantico Filming in Coast Guard facilities across USA.

Director/Cinematographer RVI Motion Media: | July 2003 - July 2011

Responsible for production/releasing of feature films, commercials, TV. In charge



of production budgets between \$5000 - \$250,000. Over 40 productions produced. Includes 4 internationally recognized feature films.

EDUCATION

Howard University School of Radio/TV/Film

SKILLS

Adobe After Effects, Adobe Premiere, Lightwave 3d, Arri BL-4 35mm cinema cameras, Black Magic Cameras, Sony PMW-200, Red Digital cinema cameras, Panasonic HD Cameras, Gear Head Operator, Steadicam Operator, DJI Ronin gimbal operator, live camera operator, TV repackaging, Broadcast Graphics, Video Encoding, Cinematic Theatrical Releasing, Visual Effects, Chroma Keying, Animation, Set Design, Animatics, Pre-Vis Script Writing, Storyboarding, Directing, Lighting Design, Photoshop, Audio Mixing, DVD Authoring, Jimmy jib operation, strategical thinking, problem solving, budget management.



Section 4: Offeror Data Sheet, included as Attachment A to this RFP.

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. **QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.

Years 16 Months 11

3. **REFERENCES:** Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
Danville City	1 year	Danville Regional Airport (DAN) 424 Airport Dr, Danville, VA	[REDACTED]
Tobyhanna Army Depot	3 years	11 Hap Arnold Blvd Coolbaugh Township, PA 18466	[REDACTED]
US Army MC4	6 months	1545 Porter Street Ft. Detrick, MD 21702-9247	[REDACTED]
Ed Partners Group	5 years	7700 Old Branch E-103 Clinton, MD, 20735	[REDACTED]
US National Guard Subcontractor to FMK	6 months	[REDACTED]	[REDACTED]

4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

Adam Ishaeik, 1655 Fort Myer Dr Suite 700, Rosslyn, VA 22209

5. **RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:** Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

[] YES [x] NO

IF YES, EXPLAIN:



Section 5: Small Business Subcontracting Plan, included as Attachment B to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: Elantes

Preparer Name: Adam Ishaeik

Date: May 5, 2021

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No x

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees **AND** no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

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ATTACHMENT B (CNT'D)
Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: Videography Services RFP# SCK-1112

Date Form Completed: May 5, 2021

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

Offeror / Proposer:

Elantes

Firm

1655 Fort Myer Dr Suite 700, Rosslyn, VA 22209

Address

Adam Ishaeik/703869-5109

Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)
Spark Street Digital	<div style="background-color: black; width: 100px; height: 20px;"></div>	NA	Livestreaming	TBD	TBD

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

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Section 6: Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.

No Sales made with VASCUPP Member Institutions



Section 7: Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

IX. METHOD OF PAYMENT

The contractor will be paid based on invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers; we request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. Additional information is available online at:

<http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

X. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to

<https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf>.

Provide your hourly rates for the following (please list and attach additional sheets as necessary):


1. FOR LIVE EVENTS
 - a. Site visit and planning: \$80 per hour
 - b. Camera operator: \$140 per hour
 - c. Director: \$225 per hour
 - d. Post-production and delivery of video archive: \$80 per hour
2. FOR PRODUCED VIDEO
 - a. Pre-production and planning: \$110 per hour
 - b. Scriptwriting: \$85 per hour
 - c. Video capture (on location): \$120 per hour
 - d. Video capture (in studio): \$120 per hour
 - e. Graphics and title development: \$125 per hour
 - f. Video editing: \$125 per hour
 - g. Voice over: \$300 per hour
 - h. Audio editing: \$135 per hour
 - i. Finalizing files (compressing, uploading, etc.): \$50 per hour
3. EQUIPMENT RENTAL


Full Camera Package and Lights	<u>\$750 / \$3000</u>	per hour / per day
Livestream package - varies depending on requirement		per hour / per day
Audio Package	<u>\$125 / \$500</u>	per hour / per day
Grip Van	<u>\$125 / 500</u>	per hour / per day
		per hour / per day
		per hour / per day



Appendix A – Sample Scripts

Johnson & Johnson Ambassadors	Draft Date: 21/02/19	Draft or Revision Number: 1
----------------------------------	-----------------------------	------------------------------------

AUDIO	ASSET/SHOT
<p><u>PROBLEM</u></p> <p>What's the best way to develop strong, genuine partnerships with influencers?</p>	<p>ANIMATION—PHOTO/VIDEO + MOTION GRAPHICS</p> <p>Influencers interact with social media. Example:</p>  <p>Young people with devices—social media icons (especially Instagram) move around/above them</p>
<p>The traditional approach via an agency creates a layer between the influencer & brand.</p>	<p>MOTION GRAPHIC</p> <p>A barrier (representing an agency) LABEL: AGENCY</p> <p>It's between influencers & brand. These are represented by simple text/icon graphics.</p> <p>Brand is a speech balloon with YOUR BRAND inside. Influences are people icons in a circle. Example:</p>

	
<p><u>SOLUTION</u></p> <p>JOHNSON’S® Northern Europe Baby team built an agency-free influencer program, with the aim of establishing long-term relationships with a small, but key group of influencers.</p>	<p>MOTION GRAPHIC—PHOTOS</p> <p>ANIMATE various JOHNSON’S® Baby products on white/pink background.</p>
<p><u>HOW IT WORKS</u></p> <p>Our 27-member Ambassador Academy are a mix of mum & dad parents of diverse gender, ethnic, social & geographical backgrounds.</p>	<p>JOHNSON’S® Ambassador logo</p> <p>FADE TO</p> <p>PHOTOS of the actual influencers.</p>
<p>All communication with our Ambassadors comes directly from the brand team, making the group feel much more involved & passionate about the brand.</p>	<p>MOTION GRAPHIC</p> <p>A J&J logo and a group of the influence icon/circle people icons we saw earlier.</p> <p>Communication (arrows) moving from logo to the influencers (directly, no barrier).</p>
<p>They were selected on a specific set of criteria including:</p> <ul style="list-style-type: none"> • genuine JOHNSON’S® users & lovers • influential amongst target audience • keen to work with the brand to learn more & educate their followers 	<p>ANIMATED/KINETIC TEXT</p> <p>Selection criteria:</p> <ul style="list-style-type: none"> • genuine JOHNSON’S® users & lovers • influential amongst target audience • keen to work with the brand

<p>Through 2018, we took our Ambassadors on a journey, providing a monthly content brief & meeting quarterly to cover topics relevant to the JOHNSON’S® Baby brand</p> <p>Training was provided on specific products, along with expert support.</p>	<p>PHOTOS/VIDEO</p> <p>Footage from Johnsons Ambassadors meetings.</p> <p>KEY TITLE: 2018—The Ambassadors’ Journey</p>
<p>In exchange, the Ambassadors produced two pieces of Instagram content per month & one blog post per quarter.</p>	<p>Insert examples of ad content here:</p> <p>Ambassador, child & products</p> <p>Child opening J&J box</p>
<p>We finished the year with our Apollo launch, offering the group an exclusive first look.</p>	<p>Insert examples of the launch day & also their launch content.</p>
<p><u>BENEFITS</u></p> <p>Performing well above our expectations the campaign:</p> <ul style="list-style-type: none"> - reached 2.4M people & generated 3.2M impressions - produced 583 pieces of content (averaging: 1.3 posts per day) - lowered costs from the 2017 campaign - Produced an <u>ROI of 572%</u> 	<p>ANIMATED/KINETIC TEXT</p> <p>The Results</p> <ul style="list-style-type: none"> - reached 2.4M people - generated 3.2M impressions - produced 583 pieces of content (1.3 posts/day) - lower costs vs. 2017 campaign - Produced an <u>ROI of 572%</u>
<p><u>CONCLUSION</u></p>	<p>FADE TO</p> <p>LOGO + TAGLINE + WEBSITE ADDRESS</p>

<p>We're excited to see this powerful partnership continue to bring value to the JOHNSON'S® Baby brand</p>	
--	--

5 Min Billionaire: Richard Branson	Draft Date: 16/6/18	Draft or Revision Number: 1
------------------------------------	---------------------	-----------------------------

AUDIO	ASSET/SHOT
<p>VOICEOVER:</p> <p>On Richard Branson's last day at school, his headmaster informed him he would either end up in prison or become a millionaire.</p> <p>Both predictions would in fact, come true.</p>	<p>"5 Minute Billionaire" logo or title.</p> <p>And underneath this TEXT: "RICHARD BRANSON"</p> <p>A high school graduation. Richard (as a teen) walks on stage (he can have a beard and look like modern Richard). Teacher hands him a certificate and speaks (mouth moves); we don't need to hear the words.</p> <p>Two comic book thought bubbles pop out from Richard. One has Richard on a yacht with cute girls behind him. He's counting his money. The other has Richard with his hands on the bars of a prison cell. Young Richard looks confused and walks off.</p>
<p>VOICEOVER:</p> <p>As of January 2018, Richard Branson's net worth is 5.1 billion USD.</p>	<p>2D or still pic of Richard Branson moves onto screen.</p> <p>In the background... a montage of his past... the Sex Pistols... a hot air balloon... the Virgin logo... "SpaceShipTwo"</p>

	ANIMATED TEXT: net worth \$5.1 billion USD
VOICEOVER: Branson's a big character and so too's his story. Too big to fit into a short video. So let's cut to the chase. How did he make his billions?	A TV screen: "The Richard Branson Story" title appears on the screen. CUT TO Richard on the screen. He pushes the sides of the TV box and jumps out of it.
VOICEOVER: Well, Richard Branson did it the old-fashioned way—hard work and empire building. A lot of entrepreneurs today build a business with an exit strategy in mind—to sell it for big returns before moving onto another venture...	Young hippie Richard sits at a table playing monopoly in a record store with some other hippies. Smiling, he lands on "Oxford Street" and picks up some houses/buildings and adds them one after another.
VOICEOVER: ...not so with Branson. His one big sale (of Virgin Records in 1992) left him in tears, and aching to return to the music business—which he did in 1996 with V2.	A female executive type in a EMI T-shirt walks away with a handful of records with the "Virgin" logo on them. Sitting in a chair Richard holds a cheque for \$1 billion US. He puts his head in his hands and starts crying.
VOICEOVER: Branson instead, diversified, bolted on unrelated industry after industry to the Virgin brand. From records to airlines to finance to trains... to publishing... the Virgin empire grows in an eclectic, but successful manner, just	A motion graphic animation showing the range of various Virgin Group businesses eg:

like its founder.

So where did it all begin?



VOICEOVER:

At the age of 16, his first business venture was a magazine called *Student*. Then in 1970, he started a mail-order record enterprise...

Teens in London. They pick up a magazine from a rack called "Student" and happily read it.





FADE OUT

VOICEOVER:

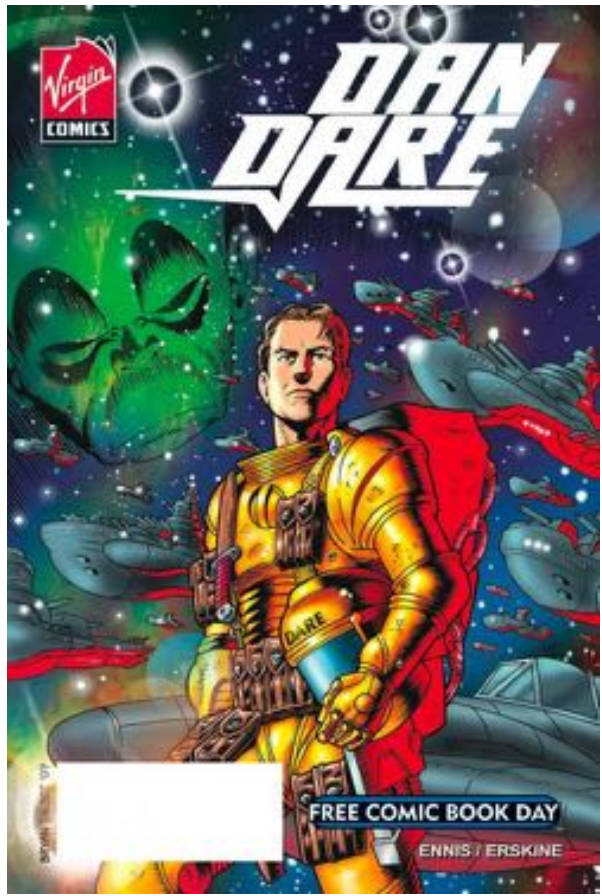
One of Branson's first employees suggested that because they were all new at business... why not use the name "Virgin"?

It stuck.

FADE IN the original Virgin Records logo.

	
<p>VOICEOVER:</p> <p>In 1971, the first Virgin Record Shop opened in London. Unfortunately, his businesses were still not making money.</p>	<p>A street view of the original store:</p> 
<p>VOICEOVER:</p> <p>Branson hit upon an idea: he would sell records in Virgin stores which had been declared export stock, thus saving 33% VAT.</p> <p>But a Virgin at business... and a Virgin at crime!</p>	<p>A warehouse. Lots of boxes labeled “FOR EXPORT ONLY”</p> <p>Branson opens a box. It's <i>The Rise and Fall of Ziggy Stardust and the Spiders from Mars</i></p> <p>CU: A price label put on it. £2.95</p> <p>Richard slides it into a rack in the Virgin Record store.</p>
<p>VOICEOVER:</p>	<p>Richard looking out the bars of a prison cell.</p>

Branson was soon caught out by UK customs and arrested. He spent a night in jail, before his parents posted bail.	
VOICEOVER: He avoided court by agreeing to pay a fine + any owing VAT. “Incentives come in all shapes and sizes,” admitted Branson, “but avoiding prison was the most persuasive incentive I’ve ever had.”	Richard sits in his office (surrounded by records). He looks at a document. It reads “Fine: £70,000” He writes out a cheque for that amount.
VOICEOVER: The music label Virgin Records was founded in 1972, and when his first artist Mike Oldfield sold over 5 million copies of "Tubular Bells, Branson became a millionaire for the first time.	A hand picks up Tubular Bells with a Virgin Records label on it. CUT TO Virgin Records store as the teen walks out, record in hand. Richard Branson drives past, in a new Bentley.
VOICEOVER: The record company would go on to sign iconic acts like the Sex Pistols, and Virgin Group would grow into an equally well-known brand, comprising investments in over 400 companies.	Sex Pistols concert, smashing up their instruments and the stage. Richard looks on clapping.
VOICEOVER: Knighted in 2000, Sir Richard Branson, is regarded as one of the world's "fun" billionaires.	Richard at the wheel of a super-fast boat. He speeds off screen. We hear the SFX of a crash and there’s a big splash.

<p>His world record-breaking attempts are well known. In 1985 he had to be rescued by the RAF when his boat capsized in an Atlantic Ocean record attempt.</p>	<p>Wet Richard being hauled onto an RAF helicopter.</p>
<p>VOICEOVER:</p> <p>Other feats have been more successful. In 1991 Branson crossed the Pacific from Japan to Arctic Canada, with a record breaking speed of 245 miles per hour (394 km/h).</p>	<p>Richard in a hot-air balloon crossing the ocean</p>
<p>VOICEOVER:</p> <p>A big fan of reading (like many successful billionaires such as Warren Buffet and Elon Musk) he founded Virgin Comics in 2006, saying it will give "a whole generation of young, creative thinkers a voice"</p> <p>With this launch he brought back “Dan Dare: Pilot of the Future.”</p> <p>Branson himself is keen to follow in the footsteps of this 1950s space hero with Virgin Galactic— a spaceflight company.</p>	<p>Richard, Warren Buffet and Elon Musk sit together at an airport, reading. Elon has a sci-fi novel, Warren ‘The Intelligent Investor’ by Benjamin Graham and Richard a copy of:</p> 

	<p>FADE TO</p> <p>Richard in a spacesuit in a similar pose to Dan Dare. He climbs onboard White Knight Two</p> 
<p>VOICEOVER:</p> <p>The ultimate aim is to provide suborbital launches for space science missions and spaceflights for fare paying space tourists. Branson himself hopes to be on one of the first flights.</p>	<p>A family looking out the window of the ship into space.</p> <p>Richard, as an flight attendant brings them a tray of drinks (he did serve as a host on a Virgin Airlines flight)</p>
<p>VOICEOVER:</p> <p>Biofuels for jet aircraft is another of his passions. Virgin has been exploring different methods using sugar cane and algae to develop aviation fuel. Branson is aware any breakthrough which provides a viable, cheaper fuel would be a goldmine, both commercially and for the planet.</p>	<p>A sugar cane field with a petrol pump in it... like this</p> 

	Richard pops his head up from among the sugar cane.
VOICEOVER: Branson's a complex character, full of contradictions. A maverick willing to buck the law, turned respected businessman. A man who projects a social conscience, yet lives as a tax exile on Necker island (ironically in the British Virgin Islands). A former climate change sceptic, turned environmentalist and bio fuel investor.	A montage of Branson in action. A board meeting... jet skiing in the surf with Necker Island in the background. In a lab checking out algae biofuel growing.
VOICEOVER: A business epitaph for Branson could well be one of his most famous quotes: <i>You don't learn to walk by following rules. You learn by doing, and by falling over.</i>	A final pic of Richard... bring up his quote beside him: TEXT:" <i>You don't learn to walk by following rules. You learn by doing, and by falling over.</i> " —Richard Branson
VOICEOVER: Thanks for watching this video. We look forward to making a video on your billion dollar success story one day. Don't forget to click the subscribe button to see how other billionaires got to where they are today.	FADE TO LOGO + TAGLINE + WEBSITE ADDRESS



Appendix B – Sample Quote



SUBMISSION FOR:

The Inspector General School (TIGS) Training Videos
Solicitation Number: AMVIDRFQTIGSTrainingVideoModules
Agency: Department of the Army
Office: Headquarters, Department of the Army
Location: AMVID - ARMY VISUAL INFO CENTER

SUBMITTED BY:

Elantes

EIN - [REDACTED]

DUNS: [REDACTED]

CAGE: 35BF1

320 23rd Street S

Arlington, VA, 22202

Adam Ishaeik 703-869-5109

Email: aishaeik@elantes.com

www.elantes.net

**All records Current in SAM and ORCA

***Elantes has received and reviewed all documents in this solicitation including Amendment 1



1 Technical Approach

The following technical plan details our approach to delivering three (3) ten to fifteen (10-15) minute and one (1) three to five (3-5) minute videos for TIGS within one year after award of contract.

1.1 Pre-production Phase

1.1.1 Production Breakdown

The Production Breakdown phase of our project will proceed with close coordination with the government. Communications and pre-production meetings will be coordinated directly with our Lead Producer, Adam Ishaeik, via conference calls, in-person meetings, and email. Our Director of Photography and Production Manager will also participate in pre-production meetings.

Elantes will deliver a production management plan including completion dates for the five key deliverables in the SOW and associated sub-tasks. Our production plan will ensure that film days are efficient, effective, and follow the project plan to achieve all milestones. In the production management plan, we will detail the stories and training objectives to be delivered in the videos. The production management plan will also cover:

- Shot style: motion of cameras, pacing of cuts/edits
- Script discussion/questions
- Visual Themes: Cinematic shots, action elements, coloring schemes, etc.
- Progression of the story and incorporation of main training objectives
- Action
- Interlacing of the training scenarios with the b-roll and graphics
- Shot selections
- Continuity of visual theme between the 4 videos
- Graphics and animation elements to include look and feel, motion, and placement
- Logistics
- Status of action items (status reports)

Elements of the production management plan will include our standard Production Breakdown and Shooting Schedule spreadsheets in MS EXCEL format. These spreadsheets can be modified according to the specific requirements of the shoot and/or government request.

1.1.2 Place of Performance

With our headquarters located in Arlington, VA (10-minute drive from both NCR and Fort Belvoir), Elantes is fully capable of performing the tasks outlined in the SOW with local crews avoiding extraneous travel and per diem costs.

1.1.3 Site Surveys

Elantes will conduct site visits prior to the shoots to familiarize ourselves and prepare for the shooting conditions and environments. This includes size of the rooms, lighting, acoustics, logistics, and other considerations. These site visits will provide valuable information that we will utilize to configure our equipment, for example, camera selections, lighting kits, sound equipment, accessories, and lenses. We will coordinate our site visits with the government at least two weeks in advance.



1.2 Production

Once locations are secured, Elantes will provide a detailed shooting schedule (call sheets) to PAD Project Officer no later than 3 days prior to production. Elantes will adhere to a “workday” production schedule on location defined as not to exceed ten (10) hours per day on which work is done.

Our film crew will consist of:

- Lead producer/Director
- Director of Photography (Camera A)
- Secondary Cameraman (Camera B)
- Sound Technician
- Production Manager

Elantes will complete the shoot in 11 days:

- 3 days for each 10-15 minute video (9 days total)
- 2 days for the 3-5 minute video

1.2.1 Equipment

Elantes has the following studio-owned (not rentals) equipment at our disposal for this project. Our wide array of equipment and system options will provide the government with high quality video meeting and exceeding the stated requirements of High-Definition 1080P standards listed in SMPTE 274M-2005 broadcast-quality sound.

Elantes Equipment List		
CAMERA - (1) Ursa Mini 4.6k (1) Sony FS7 (1) Sony FS5 (3) Go Pro Hero Black (1) Samsung 360 VR camera (2) BlackMagicDesign Prod Cam (1) Zeiss CP2 prime lens kit 14mm,18mm,25mm,50mm,100m (1) DJI Phantom 4 Pro Drone	CAMERA ACCESSORIES - (1) Movi Pro Gimbal (1) DJI Ronin Gimbal (1) Manfrotto Tripod (1) CPM Gearhead (1) Freefly Mimic controller w Focus (1) Baby Legs (1) SmallHD 7” monitor (1) BlackMagic Design 4k recorder (1) DIT Laptop with Resolve	GRIP TRUCK - Ford Transit Mid Roof XLT GRIP - 8 x 8 frame w/ stands 8 x 8 1/4 grid cloth STANDS - (3) c stands CAMERA DOLLY - (1) Mathews Round D Round, (2) Segway Mini Pro, and (1) Tilta Armorman Exo-Suit Gimbal Support System EFFECTS - (1) Haze Fogger
LIGHTING – (6) Digital Sputniks (16 million color kit RGB LED), (2) 50ft stinger, (6) 25ft stinger, (2) quad boxes , (3) Junior Stand 14' 3-rise, (3) 10' light stands, (2) 8' light stands, (5) 6' light stands, (3) ARRI 1k Fernels, (3) 2k Mole Richardsons, (1) Joker 800 HMI, (3) Aputure 120d COB single source, (2) Aputure LS1 S 1x1 (30,000lux), (1) Aputure LS1/2 , (3) Aputure LS Mini 20's, (2) Aputure Light Domes, (3) Falcon Eyes Bi-Color RX-18TD , (3) 1x1 LED panels		

SOUND

Audio Kit: F8 10 track field mixer with timecode sync, 4 channel field mixer, 4 wireless lavalier microphones, 4 wired lavalier microphones, 2 boom microphones with poles, Zoom H6 multi recorder, 1 wireless handheld microphones, harness rig and all needed cables

Elantes will use our Convergent Design Odyssey7Q+ OLED Monitor & 4K Recorder and Atomos Sumo 17" recorder for portable video and audio monitoring station for production viewing of the primary (A) and secondary (B) cameras. Elantes will also provide as many teleprompters for the talent as needed.

1.3 Post-Production

1.3.1 Rough Cut

Our process to develop the Rough Cut includes:

- Uploading all media into our content management systems and editing software
- Synching the audio and visual tracks
- Selecting the best takes for inclusion that were chosen either during production or in post-production.
- There will be a total of 2 camera tracks for each scene that will be incorporated into the timeline. Our editors will mix the different camera angles that presents the best visual flow of the scene.
- Finalize the video timeline that groups selected camera angles in the desired sequence dictated by the script/storyline.
- Audio sweetening and color grading.
- Graphics are developed utilizing style guides of TIGS (if necessary) and/or custom templates developed by Elantes and approved by TIGS.
- Animations are developed from the graphics and integrated into the video.

The rough cut will be delivered to the government according to its desired format. The government will communicate all modifications to Elantes via email or other written format and can include edit review meetings, phone conferences, and/or other review mechanisms.

1.3.2 Fine Cut

Our process to develop the Fine Cut includes:

- Incorporation of all government modifications,
- 2 rounds of internal review to ensure all changes are successfully implemented into the video,
- Delivery of the Fine Cut with all final graphics/animations, music, narration and imagery,
- Elantes will continue to fine tune the edit until all requests from the government are resolved.

1.3.3 Final Edit

Elantes will deliver the final edit once all edit requests are incorporated into the video. Once final approval is received from the government, we will proceed to the Distribution phase.



1.4 Distribution

The final version will then go through our 508 Compliance development process to meet all Section 508 requirements as detailed in the Section 508 of the Rehabilitation Act of 1998.

Elantes will obtain and deliver releases and rights documents/licenses for use of private or commercial property (using DD Form 2832), to include stock footage, photographs, music and graphics that clearly assign rights to the Government for use within the production in perpetuity.

Elantes will deliver all products on two (2) portable external USB hard drives containing the following:

- a. Full resolution 1920x1080 (4:2:2) HD master with H.264 compression in MP4 format
- b. Full resolution 1920x1080 (4:2:2) HD master with Section 508-compliant captions and audio description in H.264/MP4 format
- c. All original photography and audio created for the project in acquisition format with log sheets
- d. All releases and rights documents
- e. As-Produced Script
- f. All graphic elements separate and embedded
- g. All music and special effects unmixed
- h. MS-Word compatible document describing contents of drive
- j. Two (2) portable external USB hard drives

1.5 Management Plan/Quality Control

Our process in managing and providing Quality Control of this production will be streamlined, efficient, and focused on delivery of high quality videos that accurately communicate the story and associated training objectives of TIGS.

Adam Ishaeik will serve as the Lead Producer and coordinate the production and conduct all communications with the Project Officer/government. He will also manage quality control in all phases of development to include:

- Pre-Production – In our pre-production phase, our management process is structured to capture all elements required for proper planning of the project. Our pre-production management includes:
 - Project plan that outlines all pre-production tasks and associated milestones including site location, story board, equipment selections, logistics, etc.
 - Communications protocols with the government –All communications will be conducted through Adam Ishaeik to ensure continuity across all three phases of development. If Mr. Ishaeik is not available, an alternative POC will be provided.
 - Quality assurance systems/processes
 - Digital storage and format requirements to ensure a smooth turnover of all footage and digital assets associated with this project to the government.
- Production – The production breakdown/shot list/script guide our production. Management oversight will be under Mr. Ishaeik to ensure that the shoot is on track, account for any unexpected delays or issues, provide contingency plans, etc. Tim Wilson will supervise the film crew and run quality assurance on all video and audio capture. Our production manager will oversee adherence to timelines, milestones,



Quote for TIGS Training Video Modules

coordination between the crew/actors/government, budget, and overall status of the shoots.

- Post Production – all video files are shipped to our San Diego studio for post-production. Aaron Ishaiek will manage all editing, animation, and graphics requirements. Video files for review can be delivered by request including file transmission, unlisted/private links on Youtube, mailed on a disk, DVD, etc. Elantes utilizes a standardized version control system that manages the incorporation of client feedback into the current version of the video.

1.5.1 Quality Assurance

Our quality assurance plan is geared to ensure all deliverables meet and exceed project requirements and is implemented at all stages of the production.

- Oversight from corporate leadership to ensure quality control of all deliverables associated with pre-production, production, and post-production.
- Team reviews of all deliverables prior to submission to the client.
- Continual feedback from the client to ensure all expectations and requirements are accomplished.

3. Price Proposal

[illegible]



Appendix C – Sample Invoice



Request for Proposal

RFP# SCK-1112

Videography Services

April 9, 2021



REQUEST FOR PROPOSAL

RFP# SCK-1112

Issue Date: 04/09/2021
Title: Videography Services
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on 5/10/21 for Furnishing The Services Described Herein.

SEALED PROPOSALS MAY BE MAILED, EXPRESS MAILED, OR HAND DELIVERED DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

All Inquiries For Information And Clarification Should Be Directed To: Savana Koteita, Buyer Senior, Procurement Services, koteitsc@jmu.edu; 540-568-4280; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

NOTE: THE SIGNED PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED.

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

Name and Address of Firm:

By: _____
(Signature in Ink)

Name: _____
(Please Print)

Date: _____

Title: _____

Web Address: _____

Phone: _____

Email: _____

Fax #: _____

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ (please initial)

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

☐ YES; ☐ NO; *IF YES* ⇒ ⇒ ☐ SMALL; ☐ WOMAN; ☐ MINORITY ***IF MINORITY*** ☐ AA; ☐ HA; ☐ AsA; ☐ NW; ☐ Micro

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

REQUEST FOR PROPOSAL

RFP # SCK-1112

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide Videography services for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

II. BACKGROUND

James Madison University (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 20,000 students and 3,000 faculty and staff. Further information about the University may be found at the following website: <http://www.jmu.edu>.

James Madison University utilizes videography and video production services for a variety of communications and archival purposes. Included are production services for university events, recording of university events, lectures or programs, and production of informational and promotional videos and advertisements.

Videography projects will be in both live and pre-recorded format. Previous live broadcasts include open house events in Convocation Center for an audience of over 5,000, a live streamed presidential inauguration for the university, a streamed TED talk-inspired event on campus. Majority of produced videos will be archived and backed-up internally. They will also be uploaded on various platforms/hosting sites (depending on the project) such as YouTube, Vimeo, or Facebook. JMU is not seeking full-time production staff through this RFP.

III. SMALL, WOMAN-OWNED AND MINORITY PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities, and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Attachment B contains information on reporting spend data with subcontractors.

IV. STATEMENT OF NEEDS

The contractor shall render one or more of the following services for any given project. Provide a detailed response to each item below.

1. Record and/or transmit high-definition quality audio and/or video of a James Madison University event, either on campus or within the surrounding community. Projects under this section will require at least one audio and/or video capturing device, and may require one or more of the following:
 - a. Describe your ability to provide one or multiple cameras and/or microphones.
 - b. Describe your ability to provide live video switching.
 - c. Describe your ability to create and integrate video graphics, slides or animations.
 - d. Describe your ability to provide videos ready for projection video screens within the venue.

- e. Describe your ability to provide video content that may require encoding to live web stream or other online delivery such as UStream and YouTube live streaming.
 - f. Describe your ability to provide videos that may require delivery of recorded video content to JMU via digital file (QuickTime compatible) or DVD if needed.
2. Produce final HD-quality video content for use in recruitment, alumni engagement, fundraising, athletics or academic programs. May require one or more of the following:
 - a. Describe your ability to provide video editing services.
 - b. Describe your ability to provide scriptwriting services (provide examples).
 - c. Describe your ability to provide interviewing as part of the final product.
 - d. Describe your ability to provide video shoots with or without lighting.
 - e. Describe your ability to provide video graphics and/or animation.
 - f. Describe your ability to provide voice over and/or sound effects.
 - g. Describe your ability to create and deliver final footage, which meets industry standard technical specifications.
 - h. Describe your ability to provide final footage via digital file (QuickTime compatible) on DVD(s).
 - i. Describe your ability to record aerial drone video and photo content.
3. Provide detail quotes and invoices that are clear and concise.
 - a. Describe your ability to provide detailed quotes that clearly list all service/items to be provided and their associated cost(s).
 - b. Describe your ability to provide line item pricing on invoices.
 - c. Provide examples of quotes and invoices that show your ability to comply with this requirement.
4. Contractor shall provide JMU with unedited raw footage and rough cuts of all filming sessions for the university to save, review, and otherwise use without limitation at any point during and after fulfillment of the contract. Describe your ability to comply and meet this requirement.
5. Describe your ability to create video with industry standard technical specifications that are compatible with common video formats used in publicly-available hosted sites such as YouTube, Vimeo and Facebook.
6. Describe your ability to integrate closed-captioning into videos when requested.
7. Contractor shall abide by JMU brand guidelines (see: <http://www.jmu.edu/brand/vendor-requirements.shtml>) and shall notify the university's Digital Content Manager in the University Communications and Marketing Office when new projects are established and will include the Digital Content Manager on final video approvals. Describe your ability to comply and meet this requirement.
8. Describe your project management approach for each video project and how you will meet the specifications, objective, and time frame for each project.
9. Provide various samples of your finished video work that showcase your quality of work, complement your clients' existing branded materials, and demonstrates your ability to meet the needs of this RFP. They can be provided via a link to a website or on a flash drive submitted with the proposal.
10. Describe your ability to follow directions from university and athletics staff, in particular in strategic direction of video services and rolling out new elements (i.e. not debuting a

new element without advance coordination with JMU staff)

11. Provide a list of the equipment used (description, brand, model, etc) your firm will use to service the requirements of this contract.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the James Madison University Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and four (4) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - b. **One (1) electronic copy in WORD format or searchable PDF** (*CD or flash drive*) of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposal shall be made by the Offeror.

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.
3. Proposal Preparation
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing

information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed 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 of the 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. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. 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 requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’s proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

Proposals shall be evaluated by James Madison University using the following criteria:

	Points
1. Quality of products/services offered and suitability for intended purposes	25
2. Qualifications and experience of Offeror in providing the goods/services	20

3. Specific plans or methodology to be used to perform the services	25
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	20
	<hr/> 100

- B. AWARD TO MULTIPLE OFFERORS: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify 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 §10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://www.jmu.edu/procurement>). If the award is made to 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, sexual orientation, gender identity, 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. (*§6 of the Rules Governing Procurement*).

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, sexual orientation, gender identity, 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 vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are 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.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting 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.
- G. ANTITRUST: By entering into a 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 said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state 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 the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 § 53; available for review at <http://www.jmu.edu/procurement>*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth 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 the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the 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. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency 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 Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the 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. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the 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 the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. 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 Vendors. 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 the Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror

further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability: \$100,000
 3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department

or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: 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 offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.

- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.

- Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in training on civility in the State workplace. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, 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. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. 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.
- C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Offeror	Due Date	Time
_____	_____	_____

Street or Box No.	RFP #
City, State, Zip Code	RFP Title
Name of Purchasing Officer:	

The envelope should be addressed as directed on the title page of the solicitation.

The Offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth 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 no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth 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 services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and 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 this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will 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(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

- J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:
1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small

Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
 3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.

- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless 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 the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).
- R. FORCE MAJEURE: In no event shall either party be liable to the other for cancellations or postponement of the Agreement (or PO if by Purchase Order) resulting from any cause beyond its control including, but not limited to, governmental orders, regulations, labor strikes, disease, virus, epidemic, pandemic, act of war, or terrorism, acts of God, fires, floods, curtailment of transportation, electrical failure or any event that prohibits attendees being able

to attend the event. Notice of cancellation or postponement under this provision shall be received, by the non-cancelling party, within five (5) days of such occurrence. Such cancellation or postponement shall not constitute a breach hereunder and shall not subject either party to any penalties, liquidated damages, or forfeiture of any prepayment. In case of cancellation due to Force Majeure, any and all deposits being held will be promptly refunded.

- S. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- T. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency 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 the contract.
- U. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.
- V. KEYS: If the Contractor is given keys for this project, it is the Contractor's responsibility to return the keys when the contract is terminated, as well as for the safekeeping of the keys during the contract period. The Contractor shall not loan or duplicate the keys. In the event the Contractor loses the keys, they will be charged for the replacement of the keys and any locks which are rekeyed or replaced.
- W. STANDARDS OF CONDUCT: The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open desk drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized. James Madison University reserves the right to require the Contractor to remove any employee whose behavior is deemed unprofessional or objectionable.
- X. DRONES/UNMANNED AIRCRAFT SYSTEMS: Any university employee, student or academic unit purchasing a UAS (or the parts to assemble a UAS) or contracting UAS services with university funds or funds being disbursed through a university account or grant funds, must notify and request approval through the UASOC. This is required in order for the university to meet a responsibility to investigate any required FAA waivers, and to meet state compliance requirements. Any use of drones on campus must also be explicitly authorized by the UAS Oversight Committee (UASOC).
 - 1. JMU Policy 2210 - Unmanned Aircraft Systems (UAS) - <https://www.jmu.edu/4-va/uav-policies.shtml>
 - 2. UAV (Unmanned Aircraft Systems) Approval Form - <https://www.jmu.edu/4-va/uav-form.shtml>

IX. METHOD OF PAYMENT

The contractor will be paid based on invoices submitted in accordance with the solicitation and any negotiations. James Madison University recognizes the importance of expediting the payment process for our vendors and suppliers; we request that our vendors and suppliers enroll in our bank's Comprehensive Payable options: either the Virtual Payables Virtual Card or the PayMode-X electronic deposit (ACH) to your bank account so that future payments are made electronically. Contractors signed up for the Virtual Payables process will receive the benefit of being paid Net 15. Additional information is available online at:

<http://www.jmu.edu/financeoffice/accounting-operations-disbursements/cash-investments/vendor-payment-methods.shtml>

X. PRICING SCHEDULE

The offeror shall provide pricing for all products and services included in proposal indicating one-time and on-going costs. The resulting contract will be cooperative and pricing shall be inclusive for the attached Zone Map, of which JMU falls within Zone 2.

Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to

<https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf>.

Provide your hourly rates for the following (please list and attach additional sheets as necessary):

1. FOR LIVE EVENTS

- a. Site visit and planning: _____ per hour
- b. Camera operator: _____ per hour
- c. Director: _____ per hour
- d. Post-production and delivery of video archive: _____ per hour

2. FOR PRODUCED VIDEO

- a. Pre-production and planning: _____ per hour
- b. Scriptwriting: _____ per hour
- c. Video capture (on location): _____ per hour
- d. Video capture (in studio): _____ per hour
- e. Graphics and title development: _____ per hour
- f. Video editing _____ per hour
- g. Voice over: _____ per hour
- h. Audio editing _____ per hour
- i. Finalizing files (compressing, uploading, etc.) _____ per hour

3. EQUIPMENT RENTAL

- | | |
|-------|--------------------------|
| _____ | _____ per hour / per day |
| _____ | _____ per hour / per day |
| _____ | _____ per hour / per day |
| _____ | _____ per hour / per day |
| _____ | _____ per hour / per day |
| _____ | _____ per hour / per day |

XI. ATTACHMENTS

Attachment A: Offeror Data Sheet

Attachment B: Small, Women, and Minority-owned Business (SWaM) Utilization Plan

Attachment C: Standard Contract Sample

Attachment D: Zone Map

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

1. QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing these types of goods and services.

Years _____ Months _____

3. REFERENCES: Indicate below a listing of at least five (5) organizations, either commercial or governmental/educational, that your agency is servicing. Include the name and address of the person the purchasing agency has your permission to contact.

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
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4. List full names and addresses of Offeror and any branch offices which may be responsible for administering the contract.

5. RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA: Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

[] YES [] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Offeror Name: _____ **Preparer Name:** _____

Date: _____

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Is your firm a **Micro Business** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes _____ No _____

If yes, certification number: _____ Certification date: _____

Instructions: *Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.*

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified women-owned businesses are also a small business enterprise.**

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. **For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.**

Micro Business is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees **AND** no more than \$3 million in average annual revenue over the three-year period prior to their certification.

All small, women, and minority owned businesses must be certified by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) to be counted in the SWAM program. Certification applications are available through SBSD at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at <http://www.sbsd.virginia.gov/> (Customer Service).

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)
Small, Women and Minority-owned Businesses (SWaM) Utilization Plan

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer: _____

Firm

Address

Contact Person/No.

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)

(Form shall be submitted with proposal and if awarded, again with submission of each request for payment)

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. _____

This contract entered into this _____ day of _____, 20____, by _____ hereinafter called the "Contractor" and Commonwealth of Virginia, James Madison University called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE From _____ through _____

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals dated _____:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (d) List each addendum that may be issued
- (3) The Contractor's Proposal dated _____ and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations summary dated _____.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

<u>Zone 1</u> George Mason University (Fairfax)	<u>Zone 2</u> James Madison University (Harrisonburg)	<u>Zone 3</u> University of Virginia (Charlottesville)
<u>Zone 4</u> University of Mary Washington (Fredericksburg)	<u>Zone 5</u> College of William and Mary (Williamsburg) Old Dominion University (Norfolk)	<u>Zone 6</u> Virginia Commonwealth University (Richmond)
<u>Zone 7</u> Longwood University (Farmville)	<u>Zone 8</u> Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	<u>Zone 9</u> University of Virginia - Wise (Wise)