

AGREEMENT FOR SERVICE

THIS AGREEMENT is effective on the 1st day of October 2019, by and between the **FAIRFAX COUNTY WATER AUTHORITY**, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as "FW", and **VPC, INC.**, hereinafter referred to as the "Contractor" (collectively referred to as the "parties").

WITNESSETH:

In consideration of the mutual covenants set forth herein, the parties agree as follows:

The Contractor shall provide As Needed Videography Services as described and defined herein. Contractor acknowledges that no amount of work has or will be guaranteed during this contract term or any future renewal period.

All services provided shall be in accordance with the following, in order of precedence: this Agreement for Service assigned Fairfax Water Contract No. 2019-067 ("Agreement" or "Contract"); the Contractor's Proposal Submission dated August 22, 2019; and FW's Request for Proposal (RFP) No. 19-78 dated July 23, 2019, (including all addenda), (all of which are incorporated into this Contract by reference). In the event that the RFP and the Contractor's Proposal contradict or limit this Agreement for Service, this Agreement shall prevail.

No representations, arrangements, understandings or agreements relating to the subject matter exist amongst the parties except as expressed in this Agreement.

1.0 TERM OF CONTRACT AND ANNUAL RENEWALS

The Contract shall cover the period from October 1, 2019 through September 30, 2020, with four 1-year renewal options through September 30, 2024 at the discretion of FW. Unless otherwise agreed to by the parties or as may be required by law, any renewal shall be based on the same prices, terms and conditions as the initial term. Any price adjustment shall be in accordance with Section 3.3 of this Contract. Initial prices or rates and all subsequent renewal prices or rates shall be guaranteed for a minimum of 12-months.

2.0 SCOPE OF WORK

2.1 Videography Services Scope of Work

The Contractor shall provide corporate themed videography services using the highest quality digital format complete with state-of-the-art video editing capability. Contractor shall submit all finished videos to the FW Project Manager in a format of our choosing for each task order in the following areas:

A. Human Resources Annual Employee Banquet Awards Video:

1. Produce, film and edit video to be presented at our annual employee awards banquet in May of each year. Banquet attendees include the FW Board of Directors, General Manager, Deputy General Manager, Division Directors, Managers, and all other employees receiving awards or recognition for their years of service. Representatives from each group may be selected for inclusion in the Award Video.
2. Collaborate with the Human Resources staff to define the scope and vision of the annual awards video.
3. Time for completion of the annual awards video shall be January through April for each awarded contract year.
4. Contractor shall provide a written quote to FW based on the hourly rate(s) as provided for under the awarded contract. All quotes shall include the following:
 - a. Line item cost detailing the number of hours to complete the project by each labor category and contracted rate.
 - b. Per Diem travel costs, if applicable (see #5 below).
 - c. Total cost.
 - d. If requested by the FW Project Manager, Contractor shall include a current resume for all proposed staff to work on the project.
5. All travel costs shall be limited to the current GSA published per diem rates for the District of Columbia and supported by receipts that shall be included with the invoice. All air travel shall be reimbursed at coach rates and supported by receipts that shall be included with the invoice.

B. Miscellaneous Videographer Services throughout the Contract Year

1. The contractor may be required to work with various other departments throughout FW on an as needed basis to produce, film, edit and submit videos in final format to the designated FW Project Manager for each task order.
2. FW will provide the Contractor with the subject matter and details of the desired results, to include site visits to FW locations if needed, for each video as needs are identified.
3. Examples of miscellaneous videos to be produced include, but are not limited to:
 - a. Educational
 - b. Interviews with retirees and former employees
 - c. Employee recruitment
 - d. Special events
4. Contractor shall provide a written quote to FW based on the hourly rate(s) as provided for under the awarded contract. All quotes shall include the following:

- a. Line item cost detailing the number of hours to complete the project by each labor category and contracted rate.
 - b. Per Diem travel costs, if applicable (see #5 below).
 - c. Total cost.
 - d. If requested by the FW Project Manager, Contractor shall include a current resume for all proposed staff to work on the project.
5. All travel costs shall be limited to the current GSA published per diem rates for the District of Columbia and supported by receipts that shall be included with the invoice. All air travel shall be reimbursed at coach rates and supported by receipts that shall be included with the invoice.

2.2 FW Business Hours

Official business hours are from 8:00 a.m. to 4:30 p.m., Monday through Friday, but to accommodate shift workers, some services may be required at alternative times at the contracted rate. When alternative scheduling is necessary, it will be determined by the needs of FW and the time negotiated with the contractor.

2.3 Facility, Materials and Administrative Procedures

Fairfax Water will provide an onsite location suitable to film employees or other subject matter for each video requirement. The contractor shall identify and supply any additional onsite requirements or props that may enhance the video that are not available at the onsite location to ensure a professional finished product.

2.4 Audio and Video Content and Property Rights

The Contractor agrees that all materials, work products and other deliverables to be produced or provided under the contract and all intellectual property rights in or related to the deliverables shall become and remain the sole and exclusive property of FW. The Contractor will be required to assign all right, title, and interest in and to all of the foregoing to FW. As owner of the deliverables and related intellectual property rights, Fairfax Water may: (i) obtain and hold copyrights, patents or such other registrations or intellectual property protections with respect to the deliverables as may be desirable or appropriate; (ii) adapt, change, modify, edit or use the deliverables as FW sees fit, including in combination with the works of others; (iii) prepare derivative works based on the deliverables and publish, display and distribute any deliverable(s) in any medium; and (iv) sell, license, sublicense, lease, or permit others to use the deliverables and any intellectual property rights therein or related thereto, all without payment of any additional compensation to contractor.

2.5 Safeguarding of Information

Unless approved in writing by the FW Purchasing Agent, the Contractor may not use any video content, up to and including any and all deleted scenes, for marketing or publicity purposes, and may not sell or give away to any individual or organization any video or audio

content, information, reports or other materials given to, prepared or assembled by the Contractor on behalf of FW under the final contract.

3.0 TERMS AND CONDITIONS

This Agreement is subject to the following Terms and Conditions:

3.1 Authorization to Do Business in Virginia

Each Offeror that is organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Virginia Code shall include with its bid the identification number issued to it by the Virginia State Corporation Commission. Any Offeror that is not authorized to transact business in Virginia as a foreign entity under Title 13.1 or title 50 of the Virginia Code or as otherwise required by law shall include in its bid a statement describing why the Offeror is not required to be so authorized.

3.2 Antitrust

By entering into a contract, the contractor conveys, sells, assigns, and transfers to FW 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 FW.

3.3 Annual Economic Price Adjustment

- A. The Contractor may submit a request for contract price increases once annually for each renewal year. Economic increases shall be limited to the increase specified in the Bureau of Labor Statistics CPI-U for Washington-Arlington-Alexandria for the 12-month period ending 90 days prior to the end of the then current contract year. No other economic price adjustments will be allowed.
- B. Any request for contract price increases must be submitted at least 30 days prior to the end of the then current contract year.
- C. Issuance of a written renewal document and/or purchase order for each Contract year will constitute notice of renewal. Failure to renew by the expiration date of the then current contract year will not automatically cancel the contract. FW may retroactively renew the contract at any time prior to the last day of the following contract year providing that FW has not formally canceled the contract.
- D. Negative BLS index: If the agreed upon index is a negative number the contractor shall immediately reduce contract rates by the same amount for the duration of the contract year.
- E. By submission of a proposal, Contractors agree and accept the terms of items A, B, C and D above for the duration of the contract.

3.4 Arrearage

By submitting an offer in response to RFP No. 19-78, the individual or firm submitting the offer shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing FW, the Commonwealth of Virginia, or any public organization within Virginia. Said representation shall include the payment of taxes and employee benefits. Upon award of the contract, Contractor further agrees that it shall make diligent effort to avoid becoming in arrears during the term of the contract.

3.5 Assignment of Interest

The Contractor shall not assign any interest in any resulting Contract and shall not transfer any interest in the same without prior written consent of FW, which FW shall be under no obligation to grant.

3.6 Availability of Funds

It is understood and agreed between the parties herein that FW shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

3.7 Compliance with Laws

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the Commonwealth of Virginia and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing FW, the Commonwealth of Virginia, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- D. It shall obtain at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Contract.

3.8 Contract Changes / Change Orders

- A. No verbal agreement or conversation with any officer, agent or employee of FW either before or after the execution of any Contract resulting from this solicitation or follow-on negotiations, shall affect or modify any of the terms, conditions, specifications, or obligations contained in the solicitation, or resulting Contract. No alterations to the terms and conditions of the Contract shall be valid or binding upon FW unless made in writing

and signed by the FW General Manager or the Purchasing Agent. In any event and in all circumstances, the Contractor shall be solely liable and responsible for any Contract changes, deviations, etc., made without first receiving written authorization to deviate from the Contract.

B. 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. FW may order changes within the general scope of the contract at any time by 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 FW 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 FW'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 FW with all vouchers and records of expenses incurred and savings realized. FW 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 Notice to the Purchasing Agent. 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 FW or with the performance of the contract generally.

3.9 Debarment Status

By submitting a proposal in response to RFP No. 19-78, Contractor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting offers or proposals on contracts for the type of goods and/or services covered by the solicitation, nor are they an agent of any person or entity that is currently so debarred.

3.10 Drug-free Workplace to be Maintained by Contractor

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.

3.11 Employment Discrimination by Contractor Prohibited; Required Contract Provisions

The following provision is required to be in every contract of more than \$10,000 (Virginia Public Procurement Act, § 2.2-4311)

A. During the performance of any ensuing contract, the Contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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.
2. 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.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

B. The contractor will include the provisions of the foregoing paragraphs 1, 2 and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

3.12 Ethics in Public Contracting

Contractor hereby certifies that it has familiarized itself with Article 4 of Title 11 of the Virginia Public Procurement Act, Section 11-72 through 80, Virginia Code Annotated, and that all amounts received by it, pursuant to this contract resulting from RFP No. 19-78, are proper and in accordance therewith.

3.13 Examination of Records

The Contractor agrees that either FW or its duly authorized representative shall have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract. This obligation shall expire five years after the final payment for the final service performed as a result of any and all contract(s) awarded pursuant to solicitation No. RFP 19-78, or until audited by FW, whichever is sooner. Contractor will provide reasonable access to any and all necessary documents and upon demand provide copies of documents if so required by FW or its representative(s). FW will reimburse the Contractor for any reasonable expenses it incurs as a result of such a request.

3.14 Formation of Contract with Successful Offeror

- A. This contract shall be by and between the Contractor and FW. It shall include the following items, which are listed in order of precedence:
1. This fully executed contract between the parties, or FW Purchase Order,
 2. The RFP and any Addenda to the RFP,
 3. The Contractor's response to the RFP (including any drawings and submittals), and
 4. All correspondence between the parties regarding this RFP.
- B. Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other contract documents shall have the intended effect.
- C. By submitting an offer in response to RFP 19-78, the Contractor agrees to all Terms, Conditions and to the Specification section contained herein, unless and except as otherwise noted as an exception in the Offeror's proposal. Any terms and conditions that the Offeror proposes to use must be submitted as part of the proposal. Terms and conditions submitted by an Offeror after the solicitation closing date shall not be accepted and will not be considered for incorporation into the terms of the awarded contract
- D. All time limits stated in the contract documents, including but not limited to the time for completion of the work, are of the essence.

3.15 Governing Law; Venue; Waiver of Jury Trial

Notwithstanding any provision to the contrary, this solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any dispute arising hereunder which is not otherwise resolved by the parties shall be resolved by a court of competent jurisdiction in the Commonwealth of Virginia. The Contractor and FW hereby waive any right such party may have to a trial by jury in connection with any such litigation.

3.16 Incorporation by Reference

- A. Solicitation RFP 19-78 was issued in accordance with, and controlled by, the Virginia Public Procurement Act (VPPA), which was incorporated into and made part of the solicitation. By submitting a proposal in response to RFP 19-78, the Contractor acknowledges the VPPA and agrees to be bound by it. A copy of the VPPA is available for inspection at the Purchasing Department at FW. It is also available at the Virginia Department of General Services, Department of Purchases and Supply Website:

<https://dgs.virginia.gov/procurement/policy-consulting--review/policy/>

- B. The terms, conditions and specifications contained herein including any attachments or addenda are incorporated into any contract issued as a result of this solicitation.

3.17 Indemnification and Responsibility for Claims and Liability

With respect to this contract, Contractor is bound by the following:

- A. The Contractor shall indemnify, save harmless and defend FW, or any employee of FW, against liability for any suits, actions, or claims of any character whatsoever arising from or relating to the performance of the Contractor or its subcontractors under this contract.
- B. FW has no obligation to provide legal counsel or defense, or pay attorney's fees to the Contractor or its subcontractors in the event that a suit or action of any character is brought by any person not party to the contract, against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this contract.
- C. FW has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this contract.
- D. The Contractor shall immediately notify FW of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or related to the Contractor's obligations under the contract. If such a claim or suit is brought, the Contractor will cooperate, assist, and consult with FW in the defense or investigation of any suit or action made or filed against FW as a result of or relating to the Contractor's performance under this contract.
- E. The Contractor shall pay all royalties and license fees necessary for performance of the contract. The Contractor shall defend all suits or claims for infringement of any patent rights or other proprietary rights arising from or related to performance of the resulting contract and shall save FW harmless from any and all loss, including Attorneys' fees arising out of any such claim.

3.18 Insurance

- A. In addition to the mandatory insurance requirements listed in this Section and, at the request of FW, the Contractor may be required to provide a list of all insurance claims made against it within the past 36 months. FW reserves the right to reject any bid if in FW's opinion the amount or number of claims is deemed to be excessive. An Offeror's failure to comply with this requirement may result in rejection of its bid. If no claims have been made, then the Offeror shall so state in its bid. Fairfax Water may require such information from the Contractor as it deems necessary to assess the Contractor's financial ability to pay any deductibles with respect to the insurance policies required hereunder.
- B. Before commencing the work, the Contractor shall procure and maintain at its own expense, minimum insurance in forms and with insurance companies acceptable to FW to cover loss or liability arising out of the Work. All insurance policies must be underwritten by insurers authorized to conduct business within the Commonwealth of Virginia and must have a Best's rating of at least A- and a financial size of class VIII or better in the latest edition of Best's Insurance Reports.
- C. The Contractor shall immediately notify FW of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or related to the Contractor's obligations under the contract. If such a claim or suit is brought, the Contractor will cooperate, assist, and consult with FW in the defense or investigation of any suit or action made or filed against FW as a result of or relating to the Contractor's performance under this contract.
- D. With the exception of Workers' Compensation and Employers' Liability Insurance, all additional insurance policies specified herein shall name FW as an additional insured with regard to work performed under any subsequent Contract
- E. The Contractor will provide FW with copies of certificates of insurance coverage and proof of payment of all premiums. Each certificate of insurance must include: (a) an endorsement from the insurer that certifies that the Contractor maintains the referenced policy in full force and effect; (b) where applicable, a statement indicating that FW is included as an additional insured; and (c) a provision requiring that not less than 30 days written notice will be given to FW before any policy or coverage is canceled or modified in any material respect. Without limiting the requirements set forth above, the insurance coverages will include a minimum of:
1. Workers' Compensation and Employers' Liability Insurance: Statutory requirements and benefits as required by the Commonwealth of Virginia; and
 2. Required Commercial General Liability Insurance: This insurance must be written on an "occurrence" basis and shall be endorsed to include FW as an additional insured and shall provide at a minimum the following:
 - ◆ General Aggregate Limit \$1,000,000
(Other than Products-Completed Operations)
 - ◆ Products-Completed Operations Aggregate Limit \$ 500,000

◆ Personal & Advertising Injury Limit	\$ 500,000
◆ Each Occurrence Limit	\$ 500,000

F. **Business Automobile Liability Insurance:** This insurance coverage must extend to any motor vehicles or other motorized equipment regardless of whether it is owned, hired, or non-owned and must cover Bodily Injury and Property Damage with a combined single limit of at least \$1,000,000 each accident. This insurance must be written in comprehensive form and must protect the Contractor and FW against claims for injuries to members of the public and/or damage to the property of others arising from the Contractor's use of motor vehicles or other equipment and must cover both on-site and off-site operations.

G. Nothing contained herein will be deemed to operate as a waiver of FW's sovereign immunity under the law.

3.19 Partial Invalidity

Neither any payment for, nor acceptance of, the whole or any part of the services by FW, nor any extension of time, shall operate as a waiver of any provision of this Contract, nor of any power herein reserved to FW, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of FW to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.

3.20 Payment

A. **Invoices:** All invoices are to be sent directly to FW Accounts Payable department by mail, fax, or E-mail. Invoices shall include the FW Purchase Order / Contract number and the contractor's FEIN. Invoices are not to be sent to the contract Project Manager, or other departmental reps. Failure to comply may result in late payments for which FW will not be liable.

B. **Terms:** All payments will be Net 30 from the date of receipt of a valid invoice at the FW Finance Department. 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. **Invoices:** Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. Invoices shall show the FW Purchase Order or contract number and either the social security (for individual Contractors) number or the federal employer identification number (for proprietorships, partnerships, and corporations) and are subject to review and approval by the FW Project Manager.

- D. **Partial Payments:** Requests for partial payments or advanced payments must be submitted as part of the Price Offer along with a justification. FW reserves the right to accept, reject or negotiate requests for partial payments. If the request is rejected, the Offeror must waive the requirement in order to remain in consideration.

- 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, final payment is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that 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, FW shall promptly notify the Contractor, in writing, as to those charges that it considers unreasonable and the basis for the determination.

3.21 Payment Clauses Required in All Contracts

Section § 2.2-4352 of the Virginia Public Procurement Act requires the following:

- A. That any contract awarded by FW include the following clauses:
 - 1. The Contractor shall take one of the two following actions within seven days after receipt of amounts paid to the contractor by FW for work performed by any subcontractor(s) under the contract:
 - a. The Contractor shall pay its subcontractor(s) for the proportionate share of the total payment received from FW attributable to the work performed by the subcontractor under that contract; or
 - b. Notify FW and any subcontractor(s), in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
 - 2. Offerors shall include in their offer submissions either: (i) if an individual contractor, their social security numbers; and (ii) proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
 - 3. The contractor shall pay interest to the subcontractor(s) on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from FW for work performed by the subcontractor under the contract, except for amounts withheld as allowed in subdivision 1.
 - 4. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.

- B. The contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

- C. A contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of FW. A

contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

3.22 Precedence of Terms

By submitting a proposal in response to RFP 19-78, the Contractor agrees that the terms and conditions contained in this solicitation shall control any contract arising from the solicitation. Any proposed terms and conditions, including any for a contract that the Offeror proposes to use, shall be submitted as part of the Offeror's proposal. Terms and conditions submitted by an Offeror after the deadline for submitting proposals will be rejected and the Offeror will be held to the terms and conditions contained herein. Contract award is contingent on the Offeror and FW agreeing on mutually acceptable terms and conditions. Failure to do so will automatically disqualify the Offeror from contract award. To the extent that a conflict arises or is found to exist between the Offeror's proposal and this solicitation, including any addenda thereto, the terms, conditions and specifications contained in this Contract shall in all cases prevail.

3.23 Price Firm Period

Proposal Prices: Pricing shall be firm and fixed as originally offered and accepted for the first 12 months of the contract.

3.24 Rider Clause

Subject to the mutual agreement between the parties, any contract awarded on the basis of RFP 19-78 may be used by any public entity (to include jurisdictions comprising the Metropolitan Washington Council of Governments), to enter into a contract for the services described and defined herein. For single purchases, the contract may be used for up to 12 months from the actual date of contract award. For multi-year contracts, the contract may be used throughout the effective period of the contract. Contracts awarded as a result of RFP 19-78 will be subject to these terms and conditions, and/or such terms and conditions as may be required by the controlling body for the public agency using the contract. Pricing shall be as offered by the successful Offeror and subsequently accepted by FW.

3.25 Tax Exemption

FW is exempt from Federal Excise Taxes, Virginia State Sales and Use Taxes, and the District of Columbia Sales Taxes and Transportation Taxes. FW's tax-exempt number is 54-6025290.

3.26 Termination of Contract

A. For Cause. In the event that the Contractor: (1) fails to deliver any Commodity or Service in accordance with the time period established therefore in the Contract; or (2) fails to furnish any Commodity or Service which conforms in all respects to the requirements of the Contract; then FW, without prejudice to any other rights or remedies

it may have at law or in equity (including its right to seek damages from the Contractor), shall have the right to terminate the Contract and any outstanding Purchase Orders by issuing a written notice of termination to the Contractor. Such notice of termination shall describe in reasonable detail the grounds for the termination and shall take effect immediately upon receipt by the Contractor.

- B. If, after issuance of a notice of termination under this Section it is determined for any reason that cause for such termination did not exist, then the rights and obligations of the parties shall be the same as if the notice of termination had been delivered under the provisions of subsection B (termination for convenience) hereof; provided, however, that the Contractor in such event shall be deemed to have received seven days prior written notice of such termination. Any compensation due the Contractor pursuant to subsection B shall be offset by the cost to FW of remedying the default by the Contractor. The Contractor shall in no event be entitled to receive any consequential damages or any anticipated profits with respect to Commodities not yet furnished to, and accepted by, FW as of the effective date of any such termination.
- C. For Convenience. FW shall have the right to terminate the Contract and/or any outstanding Purchase Orders issued hereunder at its own convenience for any reason by giving seven business days prior written notice of termination to the Contractor. In such event, the Contractor shall be paid an amount equal to the actual cost of any Commodity delivered to, and accepted by, FW and the actual cost of any equipment, goods or materials ordered by the Contractor hereunder in good faith which could not be canceled, less the salvage value thereof, provided sufficient substantiation is furnished to FW. Any subcontract entered into by the Contractor in connection with the transactions contemplated hereby shall contain a similar termination provision for the benefit of the Contractor and FW. The Contractor shall in no event be entitled to receive anticipated profits on any Commodities not yet furnished to and accepted by FW as of the effective date of any such termination.

3.27 Unit Prices Prevail

The Price Proposal shall include a complete listing of all prices (e.g., annual maintenance, labor, materials, training, etc.). Any work performed beyond the scope of the contract and within the first 12 months after contract award shall be at the prices specified in Volume II. In the event of a conflict between unit prices and extended prices, the unit price shall prevail. All proposals shall be complete and accurate as submitted.

3.28 Virginia Freedom of Information Act

Except as provided herein, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, any interested person, firm, or corporation, in accordance with the Virginia Freedom of Information Act.

3.29 Contractual Disputes

Contractual claims, whether for money or for other relief, shall be submitted in writing not later than 60 days after final payment; provided however, that written notice of the Consultant's intention to file such claim must:

- A. Be delivered to the attention of FW's Procurement Representative assigned to this contract at the address shown on the cover sheet of this RFP, not later than five days after the occurrence or of the beginning of the Work upon which the claim is based; and
- B. Contain a reasonably detailed description of the basis of the claim otherwise the claim will be deemed to have been waived. FW will make a written decision upon any such claim within 60 days after submittal of the claim. The Consultant will not institute legal action prior to receipt of FW's decision on the claim unless FW fails to render such decision within 90 days after submittal of the claim. The decision of FW will be final, unless the Consultant initiates legal action as provided in Section 2.2-4364 of the Virginia Code. Failure of FW to render a decision within 90 days will not result in the Consultant being awarded the relief claimed, nor will it result in any other relief or penalty. The sole result of FW's failure to render a decision within the time allotted will be the Consultant's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2-4365 of the Virginia Code has been established for contractual claims under this Agreement.
- C. No claim of any nature will be made against FW by or on behalf of a subcontractor unless the Consultant has first: (a) evaluated such claim thoroughly and determined it to be meritorious; (b) issued a written notice to the subcontractor finding the subcontractor's claim to be meritorious and setting forth any additional compensation or additional days to be paid or granted to the subcontractor on account of such claim; and (c) paid the subcontractor in full for such claim. In presenting such a claim, the Consultant will provide FW with a copy of the written notice to the subcontractor and with evidence of payment in full of the subcontractor's claim. No such claim will exceed the amount actually paid to the subcontractor.

3.30 No Employment of Unauthorized Aliens

The Contractor hereby covenants and agrees that it does not, and will not during the term of the Contract, knowingly employ an unauthorized alien (as such term is defined in the federal Immigration Reform and Control Act of 1986).

3.31 Faith Based Organizations

FW does not discriminate against faith-based organizations.

4.0 COMPENSATION

Compensation shall be in accordance with the Contractor's Cost Proposal which is incorporated into this Service Agreement as Attachment 1. Hourly rates and labor type descriptions are listed in the table below for quick reference only.

Description	Rate:
Executive Producer/Creative Direction	\$150.00 per hour
Producer/Project Management	\$100.00 per hour
Videographer	\$600.00 per field taping
Sound Engineer/Grip	\$500.00 per field taping
Field ENG Equipment Package	\$600.00 per field taping
Script Writing	\$75.00 per hour
Edit and Rendering	\$125.00 per hour
Makeup Artist	\$60.00 per hour
3D Motion Graphics (at VPC's edit suite)	\$150.00 per hour
Teleprompter Operator	\$45.00 per hour
Drone Operator	\$65.00 per hour

FAIRFAX COUNTY WATER AUTHORITY

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By: *Tammy L. Spinks*
 Name: Tammy L. Spinks, CPPB
 Title: Buyer II
 Date: Sept. 24, 2019

By: *Eli Eisenberg*
 Name: Eli Eisenberg
 Title: President
 Date: 09/24/2019

ATTACHMENT 1

Compensation Schedule

Section 2.2A Human Resources Annual Employee Banquet Awards Video

A sample video for the Awards Banquet was not included in the RFP. We are basing our budget by making reasonable assumptions on the development of the Awards Video. Based on our experience of similar events for organizations, our budget is created on the recognition of fifteen (15) staff member honorees; whether it's divided for example as fifteen (15) 1-minute videos or one or more longer video modules recognizing multiple honorees in each video.

Our scope of work is prepared in this fashion:

- a. Line item costs detailing number of hours
 - a1. Executive Producer/Creative Direction: \$750 (5 hours @ \$150.00 per hour)
 - a2. Producer/Project Management: \$4,000 (40 hours @ \$100.00 per hour)
 - a3. Videographer (based on 6 field tapings) \$3,600 (\$600.00 per field taping)
 - a4. Sound Engineer/Grip (Based on 6 field tapings) \$3,000 (\$500.00 per field taping)
 - a5. Field ENG Equipment Package (Based on 6 field tapings) \$3,600 (\$600 per taping)
 - a5. Script writing: \$750 (10 hours at \$75.00 per hour)
 - a6. Editing and Rendering: \$12,500 (100 hours at \$125.00 per hour)
- b. Per Diem Travel Costs: *\$0
- c. Total Cost: \$28,200.00

Section 2.2B Miscellaneous Videographer Services Throughout The Year

After review of the sample video links placed in the RFP, our budget herein is based on specialty miscellaneous videos that are approximately 4 to 6 minutes in duration. The cost indicated below is based on creating each type or one(1) miscellaneous video.

- a. Line item costs detailing number of hours
 - a1. Executive Producer/Creative Direction: \$450 (3 hours @ \$150.00 per hour)
 - a2. Producer/Project Management: \$2,000 (20 hours @ \$100.00 per hour)
 - a3. Videographer (based on 2 field tapings) \$1,200 (\$600.00 per field taping)
 - a4. Sound Engineer/Grip (Based on 2 field tapings) \$1,000 (\$500.00 per field taping)
 - a5. Field ENG Equipment Package (Based on 2 field tapings) \$1,200 (\$600 per taping)
 - a5. Script writing: \$450 (6 hours at \$75.00 per hour)
 - a6. Editing and Rendering: \$4,375 (35 hours at \$125.00 per hour)
- b. Per Diem Travel Costs: *\$0
- c. Total Cost: \$10,675.00 per singular miscellaneous video

Miscellaneous Services and Costs Notes

*No travel costs will. Be invoiced if it occurs within 100 miles of Fairfax Water. Other costs will follow GSA schedule or schedule approved by Fairfax County as noted in the RFP and Addendum #1. All expenses anticipated would be reviewed and submitted in advance by the VPC producer to the Fairfax Water project manager.

Makeup Artist: \$600 per day (\$60.00 per hour)
3D Motion Graphics (at VPC's edit suite): \$150 per hour
Teleprompter Operator: \$450 per day (\$45.00 per hour)
Drone Operator: \$650 per day (\$65.00 per hour) includes equipment

Miscellaneous Notes

1. **Personnel Hours:** VPC personnel who are on-site are based on a ten (10) hour work day with 1 ½ times the base rate per hour after ten (10) hours for overtime. All personnel shall receive a one hour meal break for every six hours worked.

2. **Multimedia:** The following information applies as VPC is providing Multimedia Services.
 - a. All raw footage originally recorded by VPC will become the property of the Client's at the conclusion of the project.

 - b. Our proposal is based on receiving videos as electronic files or via hard drive with MP4 or Apple Pre Res files.

 - c. Our proposal is based on receiving electronic images as jpg, tif and eps files. VPC reserves the right to charge for additional services if we have to re-create logo files to meet technical specifications and/or if there is more than a few paper photos that need to be scanned into electronic files.

 - d. Any stock B-Roll footage, stock images, or stock logos acquired as part of the Client's multimedia project for one-time usage, can only be used within the multimedia as specified. The Client's has no rights to the raw elements and these will not be turned over at the conclusion of the project. Any items purchased by VPC upon approval by the client would be charged at cost.

 - e. The client may provide a 1TB hard drive onto which VPC will transfer the raw video files at no additional charge. If the client reengages VPC for editing from these files in the future, the new editing proposal would include a nominal fee to reload the video onto our editing system.

- f. VPC reserves the right after the scope of work is defined by the Client. Project manager if any of the following but not limited to changes occur: aspect ratio, creative direction, scripting and/or voice-over talent changes.
 - g. Any royalty fees for music and/or footage are the responsibility of the Client. VPC shall bear no responsibility of any manner for any royalty or licensing fees for any media used in this project or litigation caused to the client for not licensing properly.
 - h. If the Client elects not to use the archive process, VPC will maintain the Client multimedia project for 30 days from completion of the project at which time it will be removed from the archival system. VPC will retain a broadcast master video file. All raw footage is the property of Maryland Environmental Services but VPC will archive the footage at our offices.
3. **Sales Tax:** State laws require that the Client pay and VPC collect and remit applicable sales and use taxes on Client's behalf. Client shall reimburse VPC for sales and usage taxes, excise, value added, or other applicable taxes, tariffs, or duties levied in connection with our Proposal/Agreement. If Client is tax exempt, Client shall provide VPC with a copy of Client's tax exempt certificate before VPC provides services to Client. If Client does not provide VPC with applicable tax exempt certificates or if Client's tax exempt status is inapplicable the Services and Work Product, Client shall reimburse VPC for any sales and usage taxes incurred. If Client is located or does business in a state or territory outside of Maryland, Client is solely responsible for applicable sales and usage taxes accrued in each state. Client is responsible for payment of any tax incurred under the Proposal/Agreement and shall reimburse VPC for taxes imposed on VPC and any related costs, including but not limited to penalties, interest, expenses, and VPC accountants and attorney's fees. Applicable taxes will show on the invoice as an additional line item over the cost of the proposal amount.
4. **Cash Discount:** Invoice total cost reflects our 4% cash discount price. If a credit card of any sort is used for payment, the Client will be charged the additional 4% as the cash discount price no longer applies.