

**VIRGINIA TOURISM CORPORATION  
STANDARD CONTRACT**

Contract Number: #22-134

This contract entered into this 18 day of May, 2022, by **POOLHOUSE AGENCY LLC**, hereinafter called the “Contractor,” and the **VIRGINIA TOURISM AUTHORITY** doing business as Virginia Tourism Corporation, a public body corporate and political subdivision of the Commonwealth of Virginia, hereinafter known as the “VTC”.

**Witnesseth** that the Contractor and VTC, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**SCOPE OF SERVICES:** The Contractor shall provide services to the VTC as set forth in the Scope of Work.

**PERIOD OF PERFORMANCE:** Upon Execution of the Contract, through completion of services as defined by this contract, which are due by August 12, 2022, unless otherwise agreed upon by VTC in writing.

**COST OF SERVICES:** As described in the Special Terms and Conditions.

**GENERAL TERMS AND CONDITIONS:** This contract shall be governed in all material respects by the VTC Purchasing Policies and Procedures Manual. A copy is available from the Contracts and Procurement Officer.

The contract documents shall consist of:

1. This signed form
2. Scope of Work
3. Contract General Terms and Conditions
4. Special Terms and Conditions
5. Attachment A - PHOTO AND VIDEO RELEASE AND CONSENT FORM
6. Attachment B - PROPERTY PHOTO AND VIDEO RELEASE AND CONSENT FORM
7. Contractor’s Response to Bids Request VTC #22-134 - **Note: Due dates in this Contract differ from those in the attached Bid Request and Response to such Bid Request due to the delay of awarding the contract.**

This contract supersedes and replaces all previous proposals, verbal or written as well as any previous contracts for similar services.

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

	<u>Contractor</u>		<u>Virginia Tourism Corporation</u>
PRINT NAME	<u>William Ritter</u>	PRINT NAME:	<u>Michael E. McMahon</u>
SIGNATURE:	<u></u>	SIGNATURE:	_____
TITLE:	<u>CEO</u>	TITLE:	<u>VP of Operations &amp; Finance</u>
ADDRESS:	<u>23 W Broad St, suite 302</u>		
	<u>Richmond, VA 23220</u>		

## SCOPE OF WORK

- A. Overview. Contractor shall provide VTC with all elements of a “Welcome to Virginia” themed creative project consisting of video and images designed for distribution and display in airports and VTC Welcome Centers (the “Project”). Contractor shall provide all aspects of creation and execution of all elements of the Project. However, VTC will provide direction on the concept, review, and provide final approval on all deliverables. VTC will be responsible for the coordination and the distribution of the displays at airports and Welcome Centers. VTC will provide VTC’s “VIRGINIA IS FOR LOVERS” logo to Contractor, and, if necessary, and at VTC’s sole discretion, any images or video reasonably requested and required by Contractor to fulfill its obligations.
- B. Contractor shall provide VTC with the following services and deliverables:
1. Video Spots: Contractor shall create, produce, and provide the following Video Spots suitable to display on screens located in airports and at VTC Welcome Centers:
    - a) one :60 “Welcome to Virginia” video spot
    - b) one :30 “Welcome to Virginia” video spot (edited version of :60 video spot)
    - c) one :15 “Welcome to Virginia” video spot (edit version of :60 video spot)
  2. High Resolution Images: Contractor shall provide seven (7) to ten (10) static high resolution digital images suitable for VTC to display on screens located in airports and VTC Welcome Centers. Images should be delivered in TIFF format and on a hard drive to VTC at:  
  
Virginia Tourism Corporation  
901 E Cary Street, Suite 901  
Richmond, VA 23219
  3. Video B-roll: Contractor shall provide VTC with all interview and b-roll footage produced for this project. All raw footage should be 3840 x 2160p (preferred) or 1920 x 1080p (minimum). All footage should be delivered to VTC at above address.
  4. Airport Wall Panels. Contractor shall provide VTC with seven (7) large billboards designed for display on walls of airports. Contractor shall incorporate the “VIRGINIA IS FOR LOVERS LOGO” as provided by VTC and a “call to action” type message along with images in each billboard’s design.
  5. Digital Advertising. Upon request from VTC and at no additional cost, Contractor shall provide VTC with digital banner designs and social media posts suitable for use on airport websites and social media.

6. Contractor shall secure photographer and/or videographer as necessary for the production of such Videos, Images, and Panels and all deliverables and services under this Contract. Contractor shall secure VTC's ownership and unlimited, non-exclusive usage rights in perpetuity in all forms of media to such in accordance with VTC's requirements, as specified in Section B of the Special Terms and Conditions of the Contract and provide VTC with signed Property and Photo and Video Release and Consent Forms.
  7. Contractor shall secure models/talent, as necessary, for the Project and secure from such models/talent unlimited, non-exclusive usage rights in perpetuity in all forms of media in accordance with VTC's requirements, as specified in Section B of the Special Terms and Conditions of the Contract and provide VTC with signed consent forms.
  8. Contractor shall secure music, as necessary, for the Project and secure unlimited, non-exclusive, usage rights in perpetuity in all forms of media in accordance with VTC's requirement, as specified in Section B of the Special Terms and Conditions of the Contract and provide VTC with such rights in writing.
  9. Contractor shall provide or secure content, as necessary, for the Project and secure, if applicable, ownership, unlimited, non-exclusive, usage rights in perpetuity in all forms of media in accordance with VTC's requirements, as specified in Section B of the Special Terms and Conditions of the Contract.
- C. Timeline. Contractor shall plan, create and deliver all elements of the Project in accordance with the following timeline:

#### Phase 1 – Pre-Production

Benchmark	Due Date
Concept and Budget Approval	5/24/2022
Script Draft	5/27/2022
Final Approval on Script + Shot List	6/3/2022
Pre-Production	5/27/2022 – 6/24/2022

#### Phase 2 - Production

Benchmark	Due Date
5 Shoot Prep Days	6/27/2022 – 7/1/2022
5 Shooting Days	7/5/2022 – 7/11/2022

**Phase 3 – Post-Production**

<b>Benchmark</b>	<b>Due Date</b>
First Cut Draft for Review	7/19/2022
Feedback of Cut	7/22/2022
2 <sup>nd</sup> Cut for Review	7/27/2022
Final Approval	8/1/2022
:60 Cut Draft	8/8/2022
:15 Cut Draft and :30 Cut Draft	8/9/2022
Static Graphic Drafts	8/1/2022
All Finals	8/12/2022

- D. Third-party contracting. As necessary, Contractor may contract with other parties in order to fulfill the needs of this contract. The Contractor shall enter into these contracts with third party vendors in the Contractor's name. These third-party contracts shall not be entered into under VTC's name and shall not be signed as "on behalf of VTC." The Contractor shall bear all responsibilities and liabilities agreed to in the contract between the third-party vendor and the Contractor.

**VIRGINIA TOURISM CORPORATION (VTC)**  
**CONTRACT GENERAL TERMS AND CONDITIONS**

- A. Applicable Laws and Courts. This contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the Courts of the Commonwealth. The Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations.
- B. Dispute Resolution. All vendor disputes, appeals and all actions taken to respond to a vendor appeal or dispute, or any action initiated by VTC to deny withdrawal of a binding bid or proposal or to terminate a vendor contract for non-performance shall be handled in accordance with VTC's Procurement Policies and Procedures through an internal administrative appeals procedure for resolution of the dispute. Unless otherwise negotiated in the contract with the vendor, the vendor shall retain full rights to seek legal remedies if the VTC appeals process is not deemed satisfactory. Any appeal or dispute by a vendor shall have no effect upon any existing contracts which have been awarded and accepted in good faith, or awards which must be made to ensure the continued operation of critical functions of the VTC, or if such bids/proposals will expire.
- C. Anti-Discrimination. By signing this Agreement, Contractor certifies to the VTC, 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, and the Americans With Disabilities Act. 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.

In every contract over \$10,000 the provisions in 1. and 2. 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) Contractor, in all solicitations and advertisements for employees placed by or on behalf of Contractor, will state that 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.
  - d) If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.
  - e) The requirements of these provisions C.1. and C.2. are a material part of the Agreement. If the Contractor violates one of these provisions, the VTC may terminate the affected part of this Agreement for breach, or at its option, the whole Agreement. Violation of one of these provisions may also result in debarment from the Commonwealth of Virginia contracting, and therefore VTC contracting, regardless of whether the specific Agreement is terminated.
  - f) In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this Agreement.
2. The Contractor will include the provisions of C.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. The Contractor certifies that this contract was made without collusion or fraud and that they have not offered or received any kickbacks or

inducements from any 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. The Contractor certifies that the Contractor does not, and shall not during the performance of this contract knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
- F. Debarment Status. The Contractor certifies that they are not currently debarred by the Commonwealth of Virginia from entering into a contract, or submitting a response for the type of goods and/or services covered by this contract, nor are they an agent of any person or entity that is currently so debarred. Contractor further certifies that they are not debarred from filing any order or accepting any resulting order. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.
- G. Antitrust. By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the VTC, and therefore the Commonwealth of Virginia all rights, title, and interest in and to all causes of the 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 VTC, and therefore the Commonwealth of Virginia, under said contract.
- H. Payment.
1. To Prime Contractor:
    - a) Invoices for items ordered, delivered and accepted by VTC shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number, invoice number and details of services provided.
    - b) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment within 30 days after receipt of invoice or receipt of goods or services, 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 shall be billed by the Contractor at the contract price.
    - 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.

2. To Subcontractors:
  - a) Within seven (7) days of the Contractor's receipt of payment from the VTC, Contractor is hereby obligated:
    - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
    - (2) To notify the VTC and the subcontractor(s), 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 VTC, except for amounts withheld as stated in (H.2.a.2) above. The date of mailing of any payment by U.S. Mail is deemed to be the date of 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 VTC.
- I. Precedence of Terms. The following General Terms and Conditions shall apply in all instances: Applicable Laws and Courts, Anti-Discrimination, Ethics in Public Contracting, Immigration Reform and Control Act of 1986, Debarment Status, Antitrust, and Payment. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this contract, the Special Terms and Conditions shall apply.
- J. Qualifications of Contractor. The VTC may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to perform the services and/or deliver the goods and the Contractor shall furnish the VTC all such information and data for this purpose as may be requested. The VTC reserves the right to inspect the Contractor's physical facilities prior to award to satisfy questions regarding the Contractor's capabilities.
- K. Testing and Inspection. The VTC reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- L. Assignment of Contract. A contract shall not be assigned by the Contractor in whole or in part without the written consent of the VTC.

- M. 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. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. 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 VTC may order changes within the general scope of the contract at any time by written notice to the Contractor, and subject to Contractor's agreement. Changes within the scope of the contract include, but are not limited to, things such as the services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall be compensated for any additional costs incurred as a result of such order and shall give the VTC a credit for any savings. Said compensation shall be determined by mutual agreement between the parties in writing.
- N. Default. In case of failure to deliver goods or services in accordance with the contract terms and conditions, the VTC, 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 VTC may have.
- O. Availability of Funds. It is understood and agreed between the parties herein that the VTC shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- P. Cancellation of Contract. The VTC reserves the right to cancel and terminate any resulting contracts, in part or in whole, without penalty, upon thirty (30) days written notice to Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued and obligations prior to the effective date of the cancellation.
- Q. Audit. The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after conclusion of contract, or until audited by the Virginia Auditor of Public Accounts, whichever is sooner. The VTC, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during this period.
- R. Insurance. By signing this contract, the Contractor certifies that they have the following insurance coverage. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Contractor further certifies that the Contractor and any subcontractors shall maintain such insurance coverage during the

entire term of the entire contract, and any extension thereof. Contractor certifies that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

- 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 VTC of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
- Employer's Liability: \$100,000.
- Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in aggregate. This coverage is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Virginia Tourism Authority d/b/a Virginia Tourism Corporation shall be named as an additional insured with respect to the services being procured and so endorsed on the policy.
- Automobile Liability - \$1,000,000 combined single limit.

- S. Confidentiality. Information (other than information required to be made public under the provisions of the Freedom of Information Act) provided to the Contractor by the VTC is considered highly confidential and shall not be disclosed to any person not employed by the Contractor or the VTC without the expressed written permission of the VTC.
- T. Independent Contractor Status. It is agreed that the Contractor is an independent contractor and is not an agent or employee of the VTC.
- U. Taxes. Sales to the Commonwealth, and therefore VTC as a political subdivision of the Commonwealth of Virginia, are exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number, and therefore VTC's excise tax exemption registration number is 54-73-0076K. If sales or deliveries against the contract are not exempt, the Contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the Contractor from offering a tax-included price.
- V. Disclosure. The terms of this contract only obligates the VTC and is not an obligation of the Commonwealth of Virginia nor does it convey, carry, or invoke the full faith and credit of the Commonwealth of Virginia.
- W. Indemnification. Contractor agrees to indemnify, defend and hold harmless the VTC, 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 VTC or to failure of the VTC to use the materials, goods, or equipment delivered in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered.

- X. Ownership of Intellectual Property. All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the VTC. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the VTC to evidence VTC's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.
- Y. Minority/Women Owned Business Subcontracting and Reporting. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to Virginia Department of Small Business and Supplier Diversity (DSBSD)-certified small businesses. This shall include Virginia DSBSD-certified women-owned and minority-owned businesses when they have received Virginia DSBSD small business certification. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms, the contractor shall report to VTC at a minimum the following information on a monthly or quarterly basis (to be determined by VTC): name of firm, Virginia DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
- Z. 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 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.
- AA. Subcontracts. No portion of the work shall be subcontracted without prior written consent of the VTC. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the VTC 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.
- BB. Drug Free Workplace. The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on VTC/State property are prohibited:

1. The unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana.
  2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
  3. The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the Commonwealth, or VTC, in addition to any criminal penalties that may result from such conduct.
- CC. 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, or VTC, pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, is 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, or VTC, may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

## **SPECIAL TERMS AND CONDITIONS**

The provisions contained within the Special Terms and Conditions supersede any like terms and conditions contained in the Contract General Terms and Conditions.

### **A. COMPENSATION**

1. Total compensation for performance of all services in this contract is \$268,600. This is an all-inclusive cost and includes all costs related to this contract to include, but not be limited to, any travel expenses; costs for securing talent, if necessary; costs for securing photographer/videographer; costs for securing all ownership, usage rights; costs for securing music and licensing for use of such; and any third-party costs. Contractor shall submit a final invoice to VTC for \$268,600 upon VTC receipt and acceptance of all deliverables. Payment for these services will be made within thirty (30) days after receipt of a proper invoice or receipt of goods or services, whichever is later. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail.
2. Costs for additional services due to changes to the Scope of Work requested by VTC will be paid by VTC only if such costs have been approved by VTC in writing prior to incurring such costs. Documentation of VTC's prior requested change to the Scope of Work and prior written approval of such additional costs, and receipts if applicable, shall accompany invoices for such costs.

### **B. OWNERSHIP/USAGE RIGHTS OF DIGITAL MEDIA**

Contractor shall secure VTC's ownership, non-exclusive, and unlimited usage rights in perpetuity in all forms of media to all digital media and the secure completed and signed Photo and Video Release and Consent Forms from such talent as well as photographer/videographer as specified in this Paragraph and in 1-7 below. Contractor shall also secure non-exclusive and unlimited usage rights in perpetuity in all forms of media to any Music secured and included in the project. Note: For the purpose of the contract, digital media includes any photography/images, videos, and content created, developed and/or produced or used during the performance of this contract and delivered to VTC. Contractor shall also secure talent, when necessary, and secure unlimited usage rights in perpetuity of such talent. Cost assumes the :15 video and :30 video will be mechanical lifts of the :60 video and will not trigger an additional talent usage. Contractor shall secure license for Music in perpetuity for all forms of media with unlimited usage rights.

1. All digital media created, developed and/or produced under this Contract shall become the sole property of VTC. VTC has unlimited usage rights to all such digital media for an unlimited time to promote Virginia destinations at no additional cost to VTC.

2. VTC has the right to use digital media without restriction.
3. Digital media may be used by VTC, local tourism offices, the Virginia Film Office, Virginia State Parks, Virginia state agencies, and any other entity VTC deems appropriate in promotional publications, websites, advertising, editorial, advertorial, press kits, video multimedia, social media, the official Virginia state roadmap, and all forms of media, or any other use VTC deems appropriate at no additional cost to VTC.
4. Contractor shall hire and pay for models/talent as needed for the project and provide VTC with signed model releases for any images that include a recognizable face. These releases shall give the VTC and their representatives and/or assigns the right and permission to publish and share with others as deemed appropriate by VTC, without charge, the digital media. VTC will provide Contractor with such blank model release forms. (See Attachment A).
5. Contractor will provide VTC with signed property releases when necessary, as determined by the VTC, for any imagery that includes a recognizable destination. These releases shall give the VTC and their representatives and/or assigns the right and permission to publish and share with others as deemed appropriate by VTC, without charge, the digital media. VTC will provide Contractor with such blank property release forms. (See Attachment B).
6. Contractor/photographer/videographer and/or model(s) may use the digital media in their portfolio. Any other use of digital media by Contractor/photographer/videographer or model(s) shall be approved by VTC in writing prior to use.
7. Contractor/photographer/videographer may not sell, lease, or otherwise convey ownership or authorization for use of digital media created, developed and/or produced on behalf of VTC to any other entity without explicit approval from VTC in writing.

**C. CONDITION OF PAYMENT**

All services provided by Contractor pursuant to this contract shall be performed to the satisfaction of VTC, and in accordance with all applicable federal, state, and local laws, ordinances, rules, policies, and regulations.

**D. GENERAL PROVISIONS**

Nothing in this agreement shall be construed as authority for either party to make commitments, which shall bind the other party beyond the scope of services, contained herein.

**E. ENTIRE AGREEMENT**

This agreement contains the entire agreement of the parties. Any prior agreements are revoked. No party is relying on any oral or written representation of another party, except as expressly provided in this Agreement.

**F. UNENFORCEABILITY**

Any provision of this contract which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

**G. REQUIREMENTS AND RESPONSIBILITIES FOR USE OF “VIRGINIA IS FOR LOVERS” LOGO, WORD MARK, AND SLOGAN.**

To maintain the integrity of the logo, word mark, and slogan, VTC has standards and guidelines that govern how the logo, word mark, and slogan can be used. Therefore, the “VIRGINIA IS FOR LOVERS” logo, word mark, and slogan shall only be used for the purpose as identified in the Scope Of Work, and shall not be used by Contractor for any purpose other than in the performance of this Contract without the prior written consent of VTC. Contractor shall not alter the logo, mark, or any variation of the slogan, in any way, to include but not be limited to color, design elements, font, or typeface.

Attachment A  
**Virginia Tourism Authority**  
d/b/a Virginia Tourism Corporation  
One James Center, 901 East Cary Street, Ste. 900, Richmond, Virginia 23219  
Tel: 804-545-5500 Fax: 804-545-5501 [www.VATC.org](http://www.VATC.org)

**PHOTO AND VIDEO  
RELEASE AND CONSENT FORM**

For good and valuable consideration received, the sufficiency of which is herein acknowledged, and by signing this release, I hereby authorize Virginia Tourism Authority, d/b/a Virginia Tourism Corporation (VTC) a public body corporate and political subdivision of the Commonwealth of Virginia, its legal representatives, and its successors and/or assigns, to use my photograph(s) and/or video image(s) (the "Content") in perpetuity to advertise, publicize and/or promote Virginia without further consent by myself or other persons, and for no further right to additional consideration or accounting. Permission is also granted for the use of my image on a non-exclusive basis throughout the world on all forms of media and the internet by VTC, its legal representatives, and its successors and/or assigns, VTC identified industry partners, and affiliated Commonwealth of Virginia agencies and political subdivisions, or any other entity VTC deems appropriate.

I hereby waive any right to the Content and further waive any right that I may have to inspect or approve the finished product(s) and the advertising, publicity or promotional copy that may be used in connection therewith or the use of which it may be applied.

I hereby warrant that I am of the age of majority and have the full legal capacity and right to contract in my own name. I have read the above authorization, release, and agreement, prior to its execution, and I am fully familiar with the contents thereof. This release shall be binding upon me and my heirs, legal representatives, successors and/or assigns. I agree that this release is irrevocable, worldwide, and perpetual, and will be governed by the laws of the Commonwealth of Virginia.

**Describe the Photograph(s) and/or Video(s) including the location and date:**

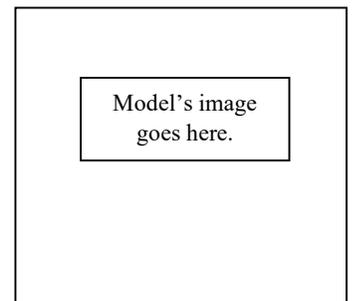
---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Age: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

If model is underage (under 18):

I, the parent or legal guardian of the model, have read the above authorization, release and agreement and I am fully familiar with the contents thereof. I give my consent and agree to the uses as stated above.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_



One James Center, 901 East Cary Street, Ste. 900, Richmond, Virginia 23219  
Tel: 804-545-5500 Fax: 804-545-5501 [www.VATC.org](http://www.VATC.org)

**PROPERTY PHOTO AND VIDEO  
RELEASE AND CONSENT FORM**

For good and valuable consideration received, the sufficiency of which is herein acknowledged , and by signing this release, I hereby authorize Virginia Tourism Authority, d/b/a Virginia Tourism Corporation (VTC) a public body corporate and political subdivision of the Commonwealth of Virginia, its legal representatives, and its successors and/or assigns, to use images of my Property (the "Content") in perpetuity to advertise, publicize and/or promote Virginia without further consent by myself or other persons, and for no further right to additional consideration or accounting. Permission is also granted for the use of my property's image on a non-exclusive basis throughout the world on all forms of media and the internet by VTC, its legal representatives, and its successors and/or assigns, VTC identified industry partners, and affiliated Commonwealth of Virginia agencies and political subdivisions, or any other entity VTC deems appropriate.

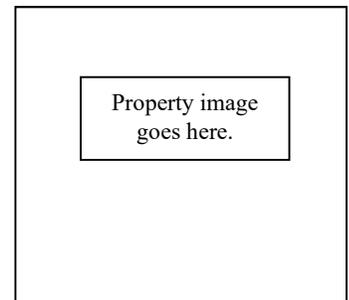
I hereby waive any right to the Content and further waive any right that I may have to inspect or approve the finished product(s) and the advertising, publicity or promotional copy that may be used in connection therewith or the use of which it may be applied.

I hereby warrant that I am of the owner of this property and am at least 18 years of age. I have the full legal capacity and right to execute this release and grant the rights herein with respect to the Property. I have read the above authorization, release, and agreement, prior to its execution, and I am fully familiar with the contents thereof. This release shall be binding upon me and my heirs, legal representatives, successors and/or assigns. I agree that this release is irrevocable, worldwide, and perpetual, and will be governed by the laws of the Commonwealth of Virginia.

**Describe the Property including the location, date and photographer:**

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Age: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email: \_\_\_\_\_



## BIDS REQUEST

**Issue Date:** May 5, 2022

**VTC Bids Request:** #VTC #22-134

**Title:** Governor's Welcome

**Issuing Agency:** Virginia Tourism Authority d/b/a Virginia Tourism Corporation  
One James Center, 901 East Cary Street, 9<sup>th</sup> Floor  
Richmond, VA 23219

**Period Of Resulting Contract:** Upon execution of contract through completion of services as defined by the resulting contract, which is tentatively no later than August 2, 2022.

**Bid Due Date:** Bids shall be received by VTC **as soon as possible but no later than noon Thursday, May 12, 2022**

**Bid Response Information: To submit your bid, please fill in this form and email completed form and all pages of this Bid Request document to the following: Terry Minor at [tminor@virginia.org](mailto:tminor@virginia.org) and Mike McMahon at [mmcmahon@virginia.org](mailto:mmcmahon@virginia.org)**

Attention: Award will be made to the Lowest Responsive, Responsible Bidder who can meet the requirements and services detailed in this Bids Request and who can meet the deadline for such services. Awardee shall enter into an appropriate contract document provided by VTC.

All Inquiries For Information Should Be Directed To: Terry Minor at [tminor@virginia.org](mailto:tminor@virginia.org) with copies to Mike McMahon at [mmcmahon@virginia.org](mailto:mmcmahon@virginia.org) .

**Note: VTC does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment.**

## SCOPE OF WORK

- A. Overview. Contractor shall provide VTC with all elements of a “Welcome to Virginia” themed creative project consisting of video and images designed for distribution and display in airports and VTC Welcome Centers (the “Project”). Contractor shall provide all aspects of creation and execution of all elements of the Project. However, VTC will provide direction on the concept, review, and provide final approval on all deliverables. VTC will be responsible for the coordination and the distribution of the displays at airports and Welcome Centers. VTC will provide VTC’s “VIRGINIA IS FOR LOVERS” logo to Contractor, and, if necessary, and at VTC’s sole discretion, any images or video reasonably requested and required by Contractor to fulfill its obligations.
- B. Contractor shall provide VTC with the following services and deliverables:
1. Video Spots: Contractor shall create, produce, and provide the following Video Spots suitable to display on screens located in airports and at VTC Welcome Centers:
    - a) one :60 “Welcome to Virginia” video spot
    - b) one :30 “Welcome to Virginia” video spot (edited version of :60 video spot)
    - c) one :15 “Welcome to Virginia” video spot (edit version of :60 video spot)
  2. High Resolution Images: Contractor shall provide seven (7) to ten (10) static high resolution digital images suitable for VTC to display on screens located in airports and VTC Welcome Centers. Images should be delivered in TIFF format and on a hard drive to VTC at:  
  
Virginia Tourism Corporation  
901 E Cary Street, Suite 901  
Richmond, VA 23219
  3. Video B-roll: Contractor shall provide VTC with all interview and b-roll footage produced for this project. All raw footage should be 3840 x 2160p (preferred) or 1920 x 1080p (minimum). All footage should be delivered to VTC at above address.
  4. Airport Wall Panels. Contractor shall provide VTC with seven (7) large billboards designed for display on walls of airports. Contractor shall incorporate the “VIRGINIA IS FOR LOVERS” LOGO as provided by VTC and a “call to action” type message along with images in each billboard’s design.

5. Digital Advertising. Upon request from VTC and at no additional cost, Contractor shall provide VTC with digital banner designs and social media posts suitable for use on airport websites and social media.
  6. Contractor shall secure photographer and/or videographer as necessary for the production of such Videos, Images, and Panels and all deliverables and services under this Contract. Contractor shall secure VTC's ownership and unlimited, non-exclusive usage rights in perpetuity in all forms of media to such in accordance with VTC's requirements, as specified in Item A of the Additional Requirements section of this Bids Request and provide VTC with signed Property and Photo and Video Release and Consent Forms.
  7. Contractor shall secure models/talent, as necessary, for the Project and secure from such models/talent unlimited, non-exclusive usage rights in perpetuity in all forms of media in accordance with VTC's requirements, as specified in Item A of the Additional Requirements section of this Bids Request and provide VTC with signed consent forms.
  8. Contractor shall secure music, as necessary, for the Project and secure unlimited, non-exclusive, usage rights in perpetuity in all forms of media in accordance with VTC's requirement, as specified in Item A of the Additional Requirements section of this Bids Request and provide VTC with such rights in writing.
  9. Contractor shall provide or secure content, as necessary, for the Project and secure, if applicable, ownership, unlimited, non-exclusive, usage rights in perpetuity in all forms of media in accordance with VTC's requirements, as specified in Item A of the Additional Requirements section of the Bids Request.
- C. Timeline. Contractor shall plan, create and deliver all elements of the Project in accordance with the following timeline:

**Phase 1 – Pre-Production**

Benchmark	Due Date
Concept and Budget Approval	5/17/22
Script Draft	5/20/2022
Final Approval on Script + Shot List	5/25/2022
Pre-Production	5/20/22 – 6/17/22

**Phase 2 - Production**

Benchmark	Due Date
5 Shoot Prep Days	6/20/22-6/24/22
5 Shooting Days	6/27/22-7/1/22

**Phase 3 – Post-Production**

<b>Benchmark</b>	<b>Due Date</b>
First Cut Draft for Review	7/11/2022
Feedback of Cut	7/13/2022
2 <sup>nd</sup> Cut for Review	7/18/2022
Final Approval	7/21/2022
:60 Cut Draft	7/27/2022
:15 Cut Draft and :30 Cut Draft	7/29/2022
Static Graphic Drafts	7/22/2022
All Finals	8/2/2022

- D. Third-party contracting. As necessary, Contractor may contract with other parties in order to fulfill the needs of this contract. The Contractor shall enter into these contracts with third party vendors in the Contractor's name. These third-party contracts shall not be entered into under VTC's name and shall not be signed as "on behalf of VTC." The Contractor shall bear all responsibilities and liabilities agreed to in the contract between the third-party vendor and the Contractor.

## ADDITIONAL REQUIREMENTS

### A. OWNERSHIP/USAGE RIGHTS OF DIGITAL MEDIA

Contractor shall secure VTC's ownership, non-exclusive, and unlimited usage rights in perpetuity in all forms of media to all digital media and the secure completed and signed Photo and Video Release and Consent Forms from such talent as well as photographer/videographer as specified in this Paragraph and in 1-7 below. Contractor shall also secure non-exclusive and unlimited usage rights in perpetuity in all forms of media to any Music secured and included in the project. Note: For the purpose of the contract, digital media includes any photography/images, videos, and content created, developed and/or produced or used during the performance of this contract and delivered to VTC. Contractor shall also secure talent, when necessary, and secure unlimited usage rights in perpetuity of such talent. Cost assumes the :15 video and :30 video will be mechanical lifts of the :60 video and will not trigger an additional talent usage. Contractor shall secure license for Music in perpetuity for all forms of media with unlimited usage rights.

1. All digital media created, developed and/or produced under this Contract shall become the sole property of VTC. VTC has unlimited usage rights to all such digital media for an unlimited time to promote Virginia destinations at no additional cost to VTC.
2. VTC has the right to use digital media without restriction.
3. Digital media may be used by VTC, local tourism offices, the Virginia Film Office, Virginia State Parks, Virginia state agencies, and any other entity VTC deems appropriate in promotional publications, websites, advertising, editorial, advertorial, press kits, video multimedia, social media, the official Virginia state roadmap, and all forms of media, or any other use VTC deems appropriate at no additional cost to VTC.
4. Contractor shall hire and pay for models/talent as needed for the project and provide VTC with signed model releases for any images that include a recognizable face. These releases shall give the VTC and their representatives and/or assigns the right and permission to publish and share with others as deemed appropriate by VTC, without charge, the digital media. VTC will provide Contractor with such blank model release forms. (See Attachment A).
5. Contractor will provide VTC with signed property releases when necessary, as determined by the VTC, for any imagery that includes a recognizable destination. These releases shall give the VTC and their representatives and/or assigns the right and permission to publish and share with others as deemed appropriate by

VTC, without charge, the digital media. VTC will provide Contractor with such blank property release forms. (See Attachment B).

6. Contractor/photographer/videographer and/or model(s) may use the digital media in their portfolio. Any other use of digital media by Contractor/photographer/videographer or model(s) shall be approved by VTC in writing prior to use.
7. Contractor/photographer/videographer may not sell, lease, or otherwise convey ownership or authorization for use of digital media created, developed and/or produced on behalf of VTC to any other entity without explicit approval from VTC in writing.

**B. REQUIREMENTS AND RESPONSIBILITIES FOR USE OF “VIRGINIA IS FOR LOVERS” LOGO, WORD MARK, AND SLOGAN.**

To maintain the integrity of the logo, word mark, and slogan, VTC has standards and guidelines that govern how the logo, word mark, and slogan can be used. Therefore, the “VIRGINIA IS FOR LOVERS” logo, word mark, and slogan shall only be used for the purpose as identified in the Scope Of Work, and shall not be used by Contractor for any purpose other than in the performance of this Contract without the prior written consent of VTC. Contractor shall not alter the logo, mark, or any variation of the slogan, in any way, to include but not be limited to color, design elements, font, or typeface.

**C. PAYMENT**

Contractor shall submit a final invoice to VTC for the total price upon completion and VTC receipt and acceptance of all deliverables. Payment for these services will be made within thirty (30) days after receipt of a proper invoice or receipt of goods or services, whichever is later. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail.

**RESPONSE TO BID REQUEST VTC #22-134**

Please answer the questions below and fill in the blanks and sign. Please return this completed response to Bids Request form along with the Bid Request by emailing to: Terry Minor at [tminor@virginia.org](mailto:tminor@virginia.org) and copy to Mike McMahon at [mmcmahon@virginia.org](mailto:mmcmahon@virginia.org) **as soon as possible, but no later than noon on Thursday, May 12, 2022.**

I have read this Bids Request in its entirety and agree to the following:

1. My company can provide all the services detailed in the Scope of Work, as well as the Additional Requirements, either directly or through subcontracting under my company  
Yes:  No:

If I subcontract any or all of these services, I understand that I am responsible and liable for the services and shall pay the subcontractor directly. If I subcontract any of these services they will be subcontracted to:

\_\_\_\_\_.

2. My company can meet each individual due date for each benchmark as listed item C. Timeline, under the Scope of Work. Yes:  No:
3. Please provide your Bid Price. The quoted bid price below shall be an all-inclusive price and shall include all costs related to this project/resulting contract to include, but not be limited to, any travel expenses; costs for securing talent, if necessary; costs for securing photographer/videographer; costs for securing all ownership, usage rights; costs for securing music and licensing for use of such; and any third-party costs.

Note: Costs not included in the Bid Price for additional services due to changes to the Scope of Work requested by VTC will be paid by VTC only if such costs have been approved by VTC in writing prior to incurring such costs. Documentation of VTC's prior request to the Scope of Work and prior written approval of such additional costs, and receipts if applicable, shall accompany invoices for such costs.

TOTAL BID - ALL-INCLUSIVE PRICE: \$268,600

In compliance with this Bids Request (and all conditions imposed in this Bids Request, the undersigned firm hereby offers and agrees to furnish all goods and services required by this Bids Request at the prices indicated in the price quoted by Bidder in response to this Bids Request, and the undersigned firm hereby certifies that all information provided below and in any information submitted by Bidder is true, correct, and complete.

Company Name and Address of Offeror:	Date:05/05/2022
Poolhouse Agency, LLC	Contact Name:Danny Laub
23 W Broad St	Title:Partner <small>DocuSigned by:</small>
Richmond, VA 23220	Signature: 
	Telephone Number:513-349-5884 <small>B2F04E0007304C0...</small>
DUNS Number:	E-Mail Address:danny@poolhouse.co