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February 5, 2014

REQUEST FOR PROPOSALS**RFP #227143**

Sealed Proposals (**RFP #227143**) for the Complete Film Production of the *"The Story of Stafford"*, a 350th Anniversary Film for Stafford County will be accepted until **3:00 P.M.**, prevailing local time, **Thursday, February 27, 2014**, at which time they will be opened in the Purchasing Office, Stafford County Administration Center, 1300 Courthouse Road, Stafford, Virginia.

Please be observant of all Proposal instructions and specifications. Should any questions arise concerning this Proposal, contact the Purchasing Office at (540) 658-8611.

Stafford County reserves the right to accept or reject, in whole or part, any and all Proposals and to waive informalities.

Anita Perrow
Purchasing Manager



GENERAL INFORMATION

1. Mail or deliver Proposals to the Stafford County Purchasing Office, Stafford County Administration Center, 1300 Courthouse Road, P.O. Box 339, Stafford, Virginia 22555-0339.
2. **Submit one (1) original, clearly marked, six (6) copies** of the Proposal before the opening time stated in the Proposal Invitation.
3. All Proposals must be received in sealed envelopes or boxes with the statement "Proposal Enclosed" and the Proposal number typed or written in the lower left-hand corner.
4. Stafford County reserves the right to accept or reject, in whole or part, any and all Proposals received and to waive informalities.
5. Proposals must be received before **3:00 P. M., Thursday, February 27, 2014**, in the Purchasing Office. Attendance at the opening of Proposals shall be limited to the Evaluation Committee. No late Proposals shall be accepted. **The Offeror is solely responsible for the delivery of their Proposal to the correct office at the date and time specified herein.**
6. Proposals shall be binding for one hundred eighty (180) days following the Proposal opening date.
7. Proprietary information will not be disclosed during the selection process.
8. Each Proposer is required to state in the Proposal, their name and place of residence and the names of all persons interested with him; in case of a corporation, the names of other than the president and secretary need not be given. References shall be furnished to establish the skill and business standing of the Proposer.
9. This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia Section §2.2-4343.1, or against a Bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
10. By submitting a Proposal in response to this solicitation, the Proposer is certifying that no employee, official, or elected officer of the County of Stafford has a proprietary interest in the company, corporation, partnership or other organization, furnishing the goods and/or services, or stands to benefit personally from the furnishing of such goods or services as referenced above.
11. Exceptions to the Specifications or General Instructions must be in writing and submitted with the Proposal Form.

12. Offeror's Questions, Addenda and Interpretations

- A. Offerors shall promptly notify the Owner of any ambiguity, inconsistency or error that they may discover upon examination of the solicitation and Contract Documents or of the site and local conditions. No interpretation of the meaning of the contract documents will be made to any Offeror orally.
- B. Every request for such interpretation should be in writing addressed to Tim Baroody, Stafford County Administration, P.O. Box 339, Stafford, VA 22555-0339, tbaroody@staffordcountyva.gov, and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of the Proposals.
- C. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Proposal Documents which, if issued, will be in the form of written Addenda which, will be available on the Stafford County Website (<http://staffordcountyva.gov/Bids.aspx?CatID=23>), no later than four (4) days prior to the date fixed for the receiving of Proposals. The Owner will not be responsible for any other explanations or interpretations of the proposed documents. Failure of any Offeror to receive any such Addendum or interpretation shall not relieve any Offeror from any obligation under his Proposal as submitted. All Addenda so issued shall become part of the Contract Documents.
- D. If the Offeror (or any person proposing to Offeror and/or subsequently in Contract with the Offeror, relating to the subject project) knows, or should have known, that an ambiguity, discrepancy, error, omission or conflicting statement exists in the Contract Documents, said Offeror has an obligation to seek a clarification thereof from the Owner prior to the Proposal opening. The Owner will welcome such a clarification request, and, if deemed necessary by the Owner, the Owner will issue a written addendum clarifying the matter in question. Should the Offeror fail to seek such a clarification prior to the Proposal opening, the Proposer thereby waives, and agrees to indemnify and hold the Owner harmless from, any claim, suit or cause of action arising out of or related to such ambiguity, discrepancy, error, omission or conflicting statement which the Offeror (and any person bidding to Offeror and/or subsequently in contract with Offeror, relating to the subject project) knew or should have known existed at the time of Proposal.
- E. Each Offeror shall ascertain prior to submitting his Proposal that he has received all Addenda issued, and he shall acknowledge receipt and inclusion in his proposal of all Addenda.

13. Insurance Requirements

The Contractor shall maintain insurance to protect the County from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damage to property which may arise from operation under this Contract, whether such operations by the Contractor, or anyone directly or indirectly employed by either Contractor or Subcontractor, such insurance to conform to the amounts as prescribed by law:

The insurance requirements are as follows:

"The successful Contractor assumes and agrees to hold harmless, indemnify, protect and defend Stafford County against any and all liability for injuries and damages to Contractor himself and to Contractor's employees, Agents, Subcontractors and guest, third parties or otherwise, incident to or resulting from any all operations performed by Contractor under the terms of this Contract.

In addition to any other forms of insurance for bonds required under Contracts and specifications pertaining to this project, Stafford County shall require any Vendor to whom or to which it lets any work contemplated hereunder to carry Public Liability Insurance in accordance with the specifications on the following exhibit and a Certificate of Insurance attesting to these required coverages. If any of the work is sublet, similar insurance shall be obtained by or on behalf of the Subcontractor to cover their operation.

The insurance specified shall be with an insurance company acceptable to the parties hereto and licensed to do business in the State of Virginia. All insurance must be obtained before any work is commenced and kept in effect until its completion."

Minimum insurance requirements are shown on the attached "INSURANCE SCHEDULE "A". Current insurance certificates documenting compliance with this coverage shall be provided to the Purchasing Office and the County's Project Administrator prior to the commencement of work under this Contract. The certificate shall name Stafford County as "Additional Insured" under the Automotive and General Liability categories of this policy.

14. Hold Harmless Clause

The Contractor shall, during the term of the Contract including any warranty period, indemnify, defend, and hold harmless the County, its' officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Vendor agrees that this clause shall include claims involving infringement of patent or copyright.

15. Safety

All Contractors and Subcontractors performing services for the County of Stafford are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and Subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

16. Notice of Required Disability Legislation Compliance

Stafford County government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act 1990.

Specifically, Stafford County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the American with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities of the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and Local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

17. Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by this County. A copy of these provisions may be obtained from the Purchasing Office upon request.

The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.1-348 et. seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

18. Employment Discrimination by Contractors Prohibited

Every Contract of over ten thousand dollars (\$10,000) shall include the following provisions:

During the performance of this Contract, the Contractor agrees as follows:

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

The Contractor will include the provisions of the foregoing paragraphs, a, b, and c in every Subcontract or Purchase Order of over ten thousand dollars (\$10,000), so that the provisions will be binding upon each Subcontractor or Vendor.

19. Drug-free Workplace

Every Contract of over ten thousand dollars (\$10,000) shall include the following provisions:

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 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 ten thousand dollars (\$10,000), so that the provisions will be binding upon each Subcontractor or Vendor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful

manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

20. Exemption from Taxes

The County is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificates indicating the County's tax exempt status will be furnished by the County of Stafford on request.

21. Substitutions

NO substitutions, including key personnel or cancellations are permitted after award without written approval by the County Administrator.

22. Assignment of Contract

This Contract may not be assigned in whole or in part without the written consent of the County Administrator.

23. Debarment

By submitting a Proposal, the Offeror is certifying that he is not currently debarred by the County. The County's debarment procedures are in accordance with Section 2.2-4321 of the Code of Virginia.

24. Each Bidder or Offeror shall certify, upon signing a Bid or Proposal, that to the best of his knowledge no Stafford County official or employee having official responsibility for the procurement transaction, or member of his/her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this Contract. If such a benefit has been received or will be received, this fact shall be disclosed with the Bid or Proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the Contract made, or could affect payment pursuant to the terms of the Contract.

25. Immigration Reform and Control Act of 1986

By accepting a Contract award, Vendor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

26. Proof of Authority to Transact Business in Virginia

A Bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its Bid or Proposal the identification number issued to it by the State Corporation Commission. Any Bidder or

Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its Bid or Proposal a statement describing why the Bidder or Offeror is not required to be so authorized. Any Bidder or Offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator (https://cisiweb.scc.virginia.gov/z_container.aspx).

27. W-9 Form

Each Bidder or Offer will submit a completed W-9 form with their Bid. In the event of a Contract award, this information is required in order to issue Purchase Orders and payments to your Firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

28. Contract Administration

This Contract will be administered by the Department of Economic Development.

END OF SECTION

PART 1 - INSTRUCTIONS FOR SUBMITTING PROPOSALS

1. Preparation and Submittal of Proposals

- a. All Proposals shall be signed in ink by authorized personnel of the Firm.
- b. All attachments to the Proposals requiring execution by the Firm are to be returned with the Proposals.

2. Withdrawal of Proposals

- a. The Proposer may withdraw his Proposal from consideration if the service proposed was substantially different than the other Proposals due solely to a mistake therein, provided the Proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgmental mistake, and was actually due to an unintentional arithmetic error, or an unintentional omission of a quantity of work, labor, or materials made directly in the compilation of the Proposal, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the Proposal sought to be withdrawn.
- b. The following is the procedure for withdrawal of Proposals:
 - (1) The Proposer must give notice in writing of his claim of the right to withdraw his Proposal within two (2) business days after the conclusion of the Proposal opening procedure.
 - (2) No Proposal may be withdrawn under this section when the result would be the awarding of the Contract on another Proposal of the same Proposer.
 - (3) No Proposer who is permitted to withdraw a Proposal shall for compensation, supply any material or labor to or perform any Subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Proposal was submitted, without the approval of Stafford County. The person or firm to whom the Contract was awarded and the withdrawing Offeror are jointly liable to Stafford County in an amount equal to any compensation paid to, or for the benefit of, the withdrawing Proposer without such approval.

3. Miscellaneous Requirements

- a. Stafford County will not be responsible for any expenses incurred by a firm in preparing and submitting a Proposal. All Proposals shall provide a straightforward concise delineation of capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

- b. Offerors who submit a Proposal in response to this RFP may be required to make an oral presentation of their Proposal. The Director of Economic Development or his designee will schedule the time and location for this presentation.
- c. The contents of the Proposal submitted by the successful Proposer and this RFP will become a part of any Contract awarded as a result of these specifications. The successful contractor will be expected to sign a Contract with Stafford County. Additional terms and provisions will be included in the Contract.
- d. Stafford County reserves the right to reject any and all Proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of Stafford County. Firms submitting Proposals that are not accepted will be notified in writing.
- e. The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company, or corporation without the previous consent and approval in writing by Stafford County.

4. Clarification of Proposals

Stafford County reserves the right to contact Vendors individually for the purpose of clarifying Proposals.

5. Vendor Incurred Costs

Stafford County is not liable for any cost incurred by Vendors prior to issuance of an Agreement, Contract, or Purchase Order.

6. Right to Cancellation

Award to the selected Vendor will be made under a Contract arrangement cancelable after the first year or at the end of a fiscal year in the event that continuing funds are not appropriated.

7. Vendor Declaration

The Vendor must state that its Proposal was made without connection with any other person, company or parties making a similar Proposal and that it is in all respects fair and in good faith without collusion or fraud.

8. Terminology

Terminology used in this request for Proposal might imply or denote a particular Vendor. The terminology used and the organization of the RFP is not intended to be restrictive in any

way. Appropriate interpretation of the intent of the RFP should be made by the Vendor in these situations.

9. Licensing Agreement

Any licensing agreement required by the Vendor must be fully described.

10. Proposal Property of Stafford County

All Proposals submitted in response to this RFP become the property of Stafford County. Supporting technical manuals will be returned at the request of the Vendor.

11. Confidentiality

All Proposals will be available for inspection by interested parties following the final selection date. If a Vendor wishes that any parts of his Proposal remain confidential, he should state so clearly.

12. Addenda

Any Addenda to these documents shall be issued in writing; no oral statement, explanations or commitments by whomsoever shall be of any effect unless incorporated in the Addenda.

13. Contracting

Upon award of the Contract, the RFP and the successful Offeror's Proposal will become part of the Contract. Stafford County intends to enter into a Contract which best serves the interests of the Stafford County and will require the Vendor to enter into the Stafford County's "STANDARD CONTRACT FOR SERVICES". A sample of this Contract is included with this solicitation.

PART 2 - SPECIAL CONTRACT TERMS AND CONDITIONS

1. The extent and character of the work to be accomplished by the Firm shall be subject to the general control and approval of the Stafford County Administrator or his authorized representative. The Firm shall not comply with requests and/or orders issued by other than the County Administrators representatives acting within their authority for the County of Stafford.

2. Subcontractors

The Firm shall identify all proposed Subcontractors who will be furnishing services under the terms of his Proposal. Subcontractors shall conform, in all respects, to the applicable provisions specified for the prime Contractor and shall further be subject to approval by Stafford County.

3. Termination

Subject to the provisions below, the Contract may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this Contract may be extended upon written approval by Stafford County until said work or services are completed and accepted.

- A. Termination for Convenience

In the event that this Contract is terminated or canceled upon request and for convenience of the County without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

- B. Termination for Cause

Termination by Stafford County for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

4. User List

Vendors are required to furnish the issuing office with a list of all locations in local governments in Virginia and nearby states that are using the same service and the name, address and telephone number of a contact person.

5. Assignment

The Contractor will be prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the agreement or its rights, title, or interests therein, or its power

to execute such agreement to any other person, company or corporation without the previous consent and approval in writing by Stafford County.

6. Exceptions

Any and all exceptions to the specification included in this RFP must be fully detailed and explained on a separate schedule outlined "Exceptions to RFP". Should the Vendor not indicate and explain all exceptions, his Proposal may be rejected. The County will consider the exceptions during the evaluation of the proposal.

7. Proposal Selection

Contract(s) will be awarded by Stafford County to the most responsive and responsible Offeror(s) who's Proposal conforms to this Request and is most advantageous to Stafford County.

**COMPLETE FILM PRODUCTION OF “THE STORY OF STAFFORD”, A 350TH
ANNIVERSARY FILM FOR STAFFORD COUNTY**

RFP #227143

SPECIFICATIONS

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed negotiable Proposals for the production of “*The Story of Stafford*”, the Legacy Film. The rich and significant story of Stafford County will be celebrated in this twenty to twenty-two minute (20-22) minute film, to be shot in high-definition digital video with "Film Look" enhancement. It is designed to appeal to audiences of all ages, both within and beyond its borders. Its principal goal is to raise new understanding and appreciation among current Staffordians of the importance of their County's heritage and place in American history, through great achievement and great adversity, and to convey to viewers elsewhere that Stafford not only played a central role in our nation's history, but is today a vibrant modern place to live and work.

II. BACKGROUND

Stafford has been a crossroads for many important events and travelers in history. From Pocahontas and Captain John Smith, to George Washington and his famous fabled “chopping of the cherry tree,” to the countless Civil War soldiers’ encampments and hospitals, Stafford has centuries of tales to tell.

Stafford’s history spans millions of years. Prehistoric animals, such as the Sauroposeidon (the longest dinosaur in Virginia), lived in Stafford. Native Americans of the Patawomeck and Manahoac tribes lived here in substantial numbers. European explorer Captain John Smith sailed up the Potomac from Jamestown to present-day Stafford and set foot on its shores. Powhatan Indian princess, Pocahontas, was kidnapped from Stafford’s Indian Point. All of this took place before Stafford County was formally established in 1664.

Stafford’s fisheries, tobacco plantations, iron works and flour mills were major suppliers to Great Britain in the Colonial period. The port town of Falmouth, located on the Rappahannock River, was established in 1728 by the same charter that created Fredericksburg – both very important points of trade in the new world. One of Stafford’s most famous residents was George Washington, who lived here as a youngster from age six to nineteen. It was most likely here that he threw “stones” across the Rappahannock River, not silver dollars – as they did not exist at that time. Aquia Church was built between 1751-1757, and still stands today with many of its original windows.

During the Civil War, Stafford was a logistical and transportation center, and a staging ground. Chatham, like many other homes in Stafford County, was utilized as a Union headquarters and hospital. Among Chatham's visiting nurses were Walt Whitman and Clara Barton. President Lincoln also visited Chatham during the war, giving Chatham the distinction of being the only private home whose threshold both Lincoln and Washington are known to have crossed. Not far from Chatham, Falmouth native and nationally known Southern abolitionist Moncure Conway

led his family slaves to freedom in Yellow Springs, Ohio in 1862. From the banks of the Rappahannock River in December 1862, Union forces staged an advance known as the bloody Battle of Fredericksburg. Shortly after, Union General Ambrose Burnside bogged down his army on the famous "Mud March." The civilians of Stafford were among the first in the new world to suffer the devastating effects of a modern war, having to host most of the Union's Army of the Potomac from 1862-1863. Over 200,000 soldiers camped, ate, and lived off the land, straining the county's resources to the point of collapse. Stafford's population did not recover until the 1940s, well into the twentieth century.

In 1916, Gari Melchers, an American impressionist artist moved to Belmont. The Marine Corps Base Quantico was established in 1917, and the new Stafford courthouse was built in 1922. With the completion of Interstate 95 in the 1960s, growth continued in the county. More recent additions such as Hartwood Winery, Potomac Point Winery, Riverside Center Dinner Theater, and White Oak Civil War Museum. Recreation opportunities include dozens of parks, 3 golf courses, and Cavalier Family Skating Center. Spas, shops and dining spots are popping up, as are new retail developments full of things to do. Finally, with the Virginia Railway Express, FBI Academy, and Stafford Regional Airport, Stafford remains an important crossroads for many of the world's travelers

III. STATEMENT OF NEED

The Legacy Film will provide new understanding and appreciation among current residents and visitors of the importance of Stafford's central role in American history. The film will convey the periods of struggle and perseverance, followed by great accomplishment leading to the vibrant and modern place in which we live and work today. It will also provide a visual living history of the county's residents extending over four centuries and tell this important story through historically accurate visuals and narration.

The twenty to twenty-two (20-22) minute film will be featured on the 350th Anniversary Website for current and future residents, as well as visitors, to enjoy. The film expected to be seen by thousands of viewers and play an important role in the curriculum of our public schools, the film will have significant impact. In addition to being educational, it will serve as a valuable tool for economic development initiatives in both the county and surrounding areas. Consciously designed to engage the public for at least 20 years, The Legacy Film will be of an enduring nature. For information purposes, Virginia Standards of Learning concentrate Virginia history at 4th grade and American history at 7th grade levels.

IV. SCOPE OF SERVICES

For thousands of years, the inhabitants of Stafford County have struggled and triumphed. They have been witness to America's earliest founding from its indigenous people, the Algonquin-speaking Powhatan tribes, and their encounters with Europeans to the eventual settlement of the English Colonies. They have included George Washington and George Mason who led the way to independence and nationhood and they have suffered from the county's geographic role in the divisive American Civil War. Truly, Stafford County's rich history is as old as it is notable. This 20 minute legacy film will capture the struggles, perseverance and accomplishments of its diverse population.

This film has been researched by nationally recognized historians in the fields of Native American, African American, Revolutionary and Civil War Experiences.

A. CINEMATIC TECHNIQUES

In creating this film for Stafford, we will employ a variety of visual techniques, including spectacular aerial cinematography using a Bell Jet Ranger helicopter mounted with the gyro-stabilized Cineflex camera system, enabling rock-steady images at any focal length, even as the helicopter maneuvers at speed. This footage has been shot and is available for inclusion in Offeror's final product.

Many original visual materials are available for inclusion in the final product: from 17th Century lithographs to the graphic imagery of Civil War photography. Many of these two-dimensional images will be given the layer separation treatment, creating visual depth and simulating a 3-D environment. As appropriate, a limited number of live-action reenactments may be included, principally to enhance and enliven the print materials. These reenactments will be brief and impressionistic, dissolving in and out of other imagery, but not becoming full-scale sequences in themselves. The film's sound track may feature a celebrity Narrator, voice-over readings of original-source materials (letters, diaries, legal and political documents, etc.), as well as an original music score complemented by vibrant period music.

B. THE FILM

This draft treatment represents the initial approach to provide an approved chronological and historical accuracy. It should not be considered as limiting creative possibilities or vision. The Offerer should feel free to use this material as an outline and provide creative alternatives as appropriate.

We open with an aerial shot flying low over the sparkling waters of the Potomac River, then rising higher as we move westward across Aquia Creek. An original music score dominates the soundtrack. With a softcut, we approach and look down on railroad tracks as a silvery Amtrak train snakes around a bend. In a moment, we are over busy Route One, with circling around the handsome brick complex of Stafford Courthouse and County Administration. Now the Narrator is heard, telling us that for three and a half centuries Stafford County -- through colonization and revolution, slavery and Emancipation, Civil War and Reconstruction -- has been at the center of events that made American history. Today it sits astride the roads and rails that stretch from Maine to Florida, just 40 miles from the Nation's capital it helped to build...

SUPERIMPOSE Main Title and Front Credits, then Fade out.

We fade in on a beautiful computer-generated topographic map of the pre-colonial landscape of what would become Stafford and its neighboring counties, with forests stretching from the Appalachians to what is now the Chesapeake Bay. The CG camera turns to look eastward and descends for a closer view of the western banks and tributary creeks of the Potomac River, named for the Native American tribe known as the Patowmack. Now we begin to see small clearings in the coastal forest, a few columns of smoke, and then a large palisaded village.

Narrator informs us that native Americans roamed these lands for at least 10,000 years. About 5000 years ago, they began to settle in coastal areas where fish and game were abundant and the soil arable. The first English explorer to see these villages, with their defensive palisades, may have been Capt. John Smith who sailed up the) the Rappahannock, Potomac (an anglicization of Patowomeck) and Aquia Creek in 1608. Camera pulls back to see a sailing ship at anchor. A brief recreation depicts Smith interrogating a captured Indian. The Narrator translates the Indian's prophetic words: "We believe you are a people come from under the world to take our world away from us."

It was here, at the tip of what is now called Indian Point, that Stafford's most famous kidnapping took place. It involved the beautiful young Indian princess Pocahontas, credited by Smith with saving him from execution by her powerful father, Chief Powhatan, in a famed story that was almost certainly a fiction made up by Smith years later.

Pocahontas had been sent to this peninsula on the Potomac to help forge ties with a local chieftain, Japazaws. Now we see sails moving toward us and dissolve to paintings of this dramatic moment in Virginia history. But, the Narrator continues, an English freebooter from the Jamestown colony, Samuel Argall, sailed in and bribed Japazaws and his wife to lure Pocahontas aboard his ship, to be taken as a hostage to Jamestown for leverage in negotiations with the great Powhatan. The price of that betrayal? One large copper kettle!

Dissolve to imagery combining portraiture with live-action recreation of 17th Century land clearance and two-man sawing of large logs for roof beams. The Narrator tells us the story of the Brents, first permanent English settlers in Stafford, who built a plantation and named it "Peace." The first Brents were, appropriately, Col. Giles Brent, an English Catholic émigré and his Indian princess wife Kittamaquad, which made relations with their Indian neighbors indeed peaceful...for a time. Most remarkable of all the Brents was Giles' sister Margaret (visuals here include her portrait and illustrations of Margaret arguing cases before the Courts and Councils), who, unlike any other woman of her time, held vast properties in her own name, including the lands stretching from present-day Alexandria to Fredericksburg. She also became the first woman lawyer in America, arguing over a hundred cases before the colonial courts, and even had the temerity, in 1648, to demand the vote!

Segue to a portrait of George Brent as Narrator continues: Her nephew George Brent also helped to lay the foundation for new ideas of liberty, petitioning for and receiving from King James II a Grant of Religious Freedom in his lands, whether Protestant, French Huguenot, or Roman Catholic. This was a radical idea in this colony dominated by the Church of England. Today (cutting to live action here) this nearly forgotten but seminal event is commemorated by a bronze Crucifix that has stood since 1930 beside busy Route One.

We segue to imagery of the English Civil War and the defeat of the Royalist Cavaliers by the fierce Protestant Parliamentarian, Oliver Cromwell. The Cavaliers, dispossessed of their homes and lands, took ship for Virginia by the hundreds, then thousands, many of them welcomed to settle on the Brents' vast land-grant holdings. With them came many indentured servants who had to spend some seven years in service before being at liberty to forge their own way in the New World.

We cut now to a high-angle view of the CG topographic map, looking from the Potomac to the Rappahannock. The camera flies south and then turns to see the formally established boundaries of what would henceforth be known as Stafford County, carved in 1664 out of the royal grant County of Westmoreland, and named by Cavalier settlers for one of their home counties in England -- Staffordshire. Dissolve to lithographs of Indian village and then to tobacco fields. For decades, the Patowomeck tribe lived peacefully with the colonists, teaching them how to cultivate corn, beans, tobacco and other crops, and sharing their age-old fishing techniques. By 1670, as colonists cleared more and more land for tobacco and wheat, many of the Patowomeck people were displaced and pushed westward, into the territory of their native enemies. But numbers of them intermarried with English colonists, and settled in the White Oak area of Stafford, where some of their descendants still reside today.

Live action: A large, sun-drenched tobacco field. Then harvesting, drying, and shredding. Narrator: Tobacco dominated the early economies of Virginia and North Carolina. The demand from Europe was insatiable. Tobacco was the same as cash. You could buy goods, pay your debts, your taxes, and even your fines with these shredded leaves.

But tobacco cultivation and transportation required labor -- a lot of it. The colonists' early use of indentured Englishmen, law-abiding or not, proved wholly inadequate to the task. As more and more slaves arrived from Africa, often via the West Indies, they replaced white indentured servants in the tobacco and wheat fields. Now we see renderings and lithos of plantation life, mingled with live-action reenactments in close-up. With slave labor, plantation owners could expand their production and exports...and grow exceedingly wealthy.

Cut to an aerial shot sweeping down the Rappahannock River, over Lauck's Island, to Falmouth. Narrator: Great tobacco warehouses containing hundreds of hogsheads of tobacco sprung up along the Potomac river lands of Stafford and also here on Stafford's southern border in the town of Falmouth, awaiting shipment to England. The aerial camera turns over the Route One Bridge and hovers over River Road.

Dissolve to CG artwork of the Port of Falmouth, dissolving in and of live-action reenactment. For a time, Falmouth's wharfs were busier and some of its merchants richer than any citizens of the fast-growing city across the river -- Fredericksburg. Not only tobacco, but cotton and grain were loaded onto ocean-going ships, while other cargo vessels off-loaded goods from foreign shores. Back to live action: Track toward the Moncure Conway House, then pan to look back at Falmouth Beach, as the Narrator tells us that, ironically, a century or more later, during the Civil War, this Falmouth house would be occupied by one of Virginia's most ardent abolitionists and this site of Falmouth's busiest wharf and slave market would be the crossing point for thousands of slaves on their way to freedom.

Now the aerial camera swoops up and around some of the area's most beautiful 18th Century homes: Belmont, Clearview, and then Chatham, hilltop symbols of this period of prosperity for Stafford County and its cross-the-river neighbor Fredericksburg, in the decades before the

Revolution. Dissolve to an aerial shot circling around Aquia Church. Narrator continues: That prosperity was reflected not only in family estates, but also in places of worship, like the exquisite Georgian structure of Aquia Church, completed in 1758. The cost of construction: 153, 920 pounds of tobacco!

Tobacco was king but other industries sprang up in 18th Century Stafford, notably the production of iron. Now the camera tracks around the remains of Accakeek Iron Furnace, as the Narrator tells us about England's need for pig iron for its own factories as its Industrial Revolution developed. The managing partner for England's Principio Company was a gentleman named Augustine Washington, one of whose sons, born in 1732 and raised in Stafford, would become rather well-known as the Virginia colony expanded rapidly and took on a principal role in the forging of a new nation unlike anything the world had ever known.

We now see a CG reconstruction of Ferry Farm. Narrator: That son, named George, spent his formative years at Ferry Farm, a modest homestead on the Stafford side of the Rappahannock River. The Washington home was typical of its time, with four rooms downstairs and two upstairs. Their possessions were modest as well: 13 silver spoons, pewter dinnerware, a writing desk, two good mirrors, and a chest of drawers among them. Life was not always easy. Their home burned and had to be rebuilt. Though George's mother, Mary Ball Washington, owned extensive lands, she was widowed when George was just 11 and left with five children to raise. With Augustine's death, life became a struggle for the young widow. Though she could have remarried, as was the custom for widows of her class, she would have lost possession of her lands to her new husband. Mary, however, thought only of her children and was determined that her lands should pass to them. A proper but costly English education, such as his father and half-brothers had been afforded, was now out of the question for young George. Instead, he continued his informal tutoring by Master Hobby who lived nearby in Falmouth.

Camera tracks through trees to the edge of the river. We see Fredericksburg across the water. Dissolve to early painting of Ferry and river, then to hand-held camera POV moving up Rocky Lane. Narrator: Soon after Augustine's death, Mary, who was wholly dedicated to keeping her family afloat and improving its prospects, learned of a school run by the Reverend James Marye, one of the few cultural amenities in the boisterous mid-18th Century port town of Fredericksburg, just across the Rappahannock. She sent George there and he proved himself a diligent student. George was a large boy, stronger and more graceful than most. Though he did not chop down a cherry tree, he did play an early form of baseball and bested the other boys at throwing rocks across the Rappahannock. (Images here to include close-ups of youthful hands pitching, hitting, and catching at "Rounders" and stones being flung into and across the river). Dissolve to images of 18th C. surveying equipment and paintings of the Appalachian frontier). Narrator: George thrived at the Marye School, displaying an aptitude for geometry, which led to an early career in surveying, first in Stafford and adjoining counties, and then in the wild and untamed forests on the western frontier. The transition from surveyor and explorer to military leader was a natural one.

Now we see the 1772 Peale portrait of GW as an officer in the French and Indian War. Narrator: George Washington was, unlike Jefferson and Adams, among the least formally educated of our nation's forefathers. But he was the most quintessentially American of men: a staunch believer in

experience as the best teacher, whether in exploration, war, politics, or agriculture. And it was here, along the banks of the Rappahannock, in Stafford County, that this extraordinary and essential figure in American history came to maturity.

Dissolve back to the CG map of Stafford County and fly from the Rappahannock to Marlborough, where we again see the 18th Century Mercer estate. Here at Marlborough Plantation, says the Narrator, a young man of a long Stafford lineage, George Mason IV, studied under the tutelage of John Mercer in the county's largest library -- over 1000 volumes. We dissolve to portraits (incl. statue) of Mason at various ages, then to imagery of the Virginia Assembly and original manuscripts. In 1776, the Narrator relates, on the eve of Revolution, Mason authored the Virginia Declaration of Human Rights, which said that "All Men are by nature equally free and independent and have certain inherent rights...namely the enjoyment of Life and Liberty..." Just three weeks later, on July 4th, these ringing words would be echoed in Thomas Jefferson's Declaration of Independence. On screen: images of 18th C. slavery. Narrator: But, like his fellow Virginian George Washington, whose will decreed freedom for his slaves, Mason lobbied passionately for the inclusion of a clause in the Constitution that would eliminate slavery.

Stafford residents contributed significantly to the rise of the new nation not only with ideas that would make the United States of America unique among the nations of the world, but also with industrial and technological power.

Narrator: As George Washington was preparing to lead the nascent Continental Army to take up arms against the British Crown, the Virginia Assembly, in a particularly farsighted action, commissioned James Hunter, owner of an iron foundry near Falmouth to produce arms and equipment for the troops. Hunter immediately expanded his water-powered mill on the Rappahannock, hired skilled workers, and went into accelerated production. The aerial camera circles over Ferry Farm, then flies upriver, over Falmouth Bridge, and hovers low over the site of Hunter's Ironworks, as we dissolve to a CG artwork re-creation (with industrial sound effects) of the massive complex, with its millrace, overshot wheels, blast furnace and forge, tilt hammer, coal house, warehouses, storerooms, etc.

During the Revolution, it was the largest single industrial complex in the New World. Now we see images of some of the military equipment Hunter's works produced: flintlock muskets and bayonets, .65 and .69 caliber smoothbore flintlock pistols, massive "wall-guns," camp kettles and axes, anchors and other nautical tools. Historians agree that, without the leadership of Washington and the arms produced by Hunter's ironworks, the American Revolution may well have been defeated.

Back to the CG map of Stafford County. We see the Washington-Rochambeau route of march drawn on it. Narrator: In 1781, marching south toward what would be the decisive victory over the British at Yorktown, George Washington and his French ally the Count de Rochambeau passed through Stafford County and crossed the Rappahannock at Falmouth near his boyhood home. As he waited for the ferryboat, did Washington think about throwing another stone across the beloved river of his boyhood...just for good luck? Probably not...

We dissolve to Aquia Creek. Oars pull in and out of the water smoothly and steadily. Wider now, a rowboat and its three or four occupants are silhouetted against a brilliantly sunlit patch of water. The men are in late 18th C. dress. The Narrator tells us that in 1791, the architect of the new capital city of the United States, Pierre L'Enfant, was searching for sources of stone with which to construct its classical buildings. He found it here, on a tiny island in Aquia Creek. The quarry had been worked for a century by the County's first English family, the Brents. But now the Government purchased it and began the task of quarrying and shipping thousands of tons of beautiful Aquia sandstone up to Washington. It required the labor of hundreds of slaves, freed blacks, and white artisans and the work went on for years. Dissolve to an 1800 color litho of stone masons at work on the Senate building, then cut to live-action shots of the Capitol, the White House and Corinthian columns now at the National Arboretum. Today, Aquia sandstone can be seen reflecting the sun from the magnificent, iconic edifices of American government. And its Stafford source can still be seen, as if frozen in time. Dissolve back to the forested island quarry today, as visitors gaze up at the smooth-cut, ancient sandstone walls.

Hard cut on sound and picture: Napoleon and Parrott guns firing one after another. The scream of shell and shot. Explosions and crashes of masonry in the distance. Segue to wartime photos of battered Fredericksburg. It is December 1862 and over 100,000 Federal troops under Gen. Ambrose Burnside have occupied Stafford County for the assault on Fredericksburg and Lee's Army of Northern Virginia. Dissolve to montage of period photos and river crossing reenactment (2012). Massed lines of infantry fire volley after volley. More cannons fire. Men fall like wheat. We see period photos of the many wounded and dead. Chatham and many other buildings are turned into hospitals and surgeries. Civilians like Clara Barton and poet Walt Whitman labor to save as many as they can. The Narrator briefly summarizes the magnitude of Burnside's defeat, his retreat back across the river and, a few weeks later, his disastrous "Mud March."

We dissolve to our CG map of Stafford (from bird's-eye view) as the Narrator shows us that, fatefully, the County lies halfway between the opposing capital, Washington and Richmond. That geopolitical accident will have lasting consequences for land and the people. One after another, all the Union encampments and supply depots begin to appear on the map as they were in February 1863. They occupy vast areas from Aquia to Falmouth. Into a county of less than 10,000 residents came an invading army of over 130,000 men, some by overland march and some by ship to the railhead at Aquia landing.

CG camera zooms toward Aquia Landing and we dissolve to photos of the huge shipping docks, warehouses, and railroad yards, giving an impressive view of the massive Federal logistical operations. We cut to live-action of drifting snow, then rain, and boots tramping through deep mud, then dissolve to a series of photos of the crude huts, shelters, and tents that housed the Army of the Potomac in this winter of defeat and misery. One Wisconsin officer said "This is indeed the Valley Forge of the War." From a close-up of lean, sad-eyed soldiers, the camera pulls back to reveal a vast, barren landscape, stripped of all its trees.

Cut to a silhouetted wide shot (reenactment) of Abraham Lincoln and aides, traveling by rough wagon over a dirt road, past saluting and waving soldiers. Narrator: Before and after the bloody defeat on the fields of Fredericksburg, President Lincoln made six visits to Stafford, totaling

14 days, spending more time in the County during the Civil War than any place other than the White House. Dissolve to photos and lithographs of his visits, R F & P trains, field hospitals, etc. He came to confer with his disappointing army commanders, to comfort the sick and wounded. The soldiers were struck by the President's gaunt, careworn appearance, his humility, and genuine concern for their well-being. Dissolve to lithographs of the Grand Reviews of April 1863 and uplifting military band music on the sound track. The morale of the Army was renewed, and in April 1863, in southern Stafford, the President was treated to a spectacular Grand Review of the Army that lifted his spirits as well.

Fade out and Fade in on an image of the Emancipation Proclamation, then to photos of slaves crossing the Rappahannock at Remington. Narrator: While the Union Army occupation of Stafford devastated the County, it also provided an avenue to freedom for thousands of slaves. Some began crossing the Rappahannock in the spring of 1862, but after Lincoln's signing of the Emancipation Proclamation, they flooded north through Union lines, more than 12,000 passing through Stafford.

The citizens of Stafford County suffered terrible privations, their homes and farms destroyed, their livestock slaughtered to feed the Federal forces. Businesses were all but wiped out. But the vast majority of Staffordians remained loyal to the Confederacy and did what they could to survive this cataclysm. When the war ended in 1865, returning Confederate veterans -- many of them sick and wounded -- faced the daunting task of rebuilding their shattered homeland and providing for their largely destitute families.

We dissolve to images of Stafford in the late 19th and early 20th centuries: a forlorn, threadbare landscape, with rickety frame farmhouses and stores, and small fields of subsistence-level agriculture. Also faces of some of the residents. Narrator: The Civil War had laid waste to Stafford. Many of its residents had fled, whites going to Kentucky and Ohio and blacks to Maryland, Pennsylvania and the Northeast. In 1890, the County had fewer than 5000 residents, most of them farming small plots and barely subsisting. But Staffordians have always been survivors...and now struggle made them stronger.

Slowly, from the start of the 20th Century life in Stafford began to improve, the population starting to increase. And cultural enrichments began to change the character of the County: Dissolve to live action tracking shots around Belmont, a portrait photo of Melchers, and some of his paintings of Falmouth. In 1916, artist Gary Melchers, acclaimed both in European and New York art circles, purchased Belmont and, in addition to his commissioned work, painted the people and the places he saw around him in Falmouth, preserving a visual record of the village as it was in 1916-1930. (Music accompanies our look at these lush paintings, including "Early Spring Landscape," "From My Window," and "Stafford Heights.")

Music changes to a blues/jazz-style mood. Dissolve to photo of Palmer Hayden and shots of his paintings, including both Harlem and Stafford works. Narrator: While Melchers was painting his Stafford surrounds, Widewater-born artist Palmer Hayden, a veteran of the famed "Buffalo Soldiers" army unit, was joining what came to be known as the Harlem Renaissance in the 1920s and 30s, painting the ordinary experience and important contributions of blacks in America with his primitive but expressive style.

Fade out and Fade in on newsreel footage of Marines training and marching at Quantico, c. 1942. Narrator tells that it wasn't until World War II that Stafford's population returned to its pre-Civil War level. At the same time, the County lost one-fifth of its northern territory to the Marine Corps' base at Quantico. Families were displaced, homes razed, but America was at war and many in Stafford answered the call of duty. Today, Stafford County has a strong record of supporting defense-related business and industry.

Today's vibrant, diverse, and progressive Stafford began to emerge in 1964 with the integration of the County's schools and commercial establishments. From the air, we look down at a scenic stretch of old Route One, then we bank sharply to fly over nearby 95. In the same year, the massive Federal construction project of Interstate 95 reached Stafford, replacing Route One as America's highway from Maine to Florida, bringing new residents by the thousands and accelerating the rate of housing and commercial development.

Segue to a brief reprise of the people, events, and documents that we have highlighted earlier in the film. Narrator: Stafford has survived and overcome the ravages of war, economic hardship, and racial injustice. It has preserved much of its history and natural resources, but much remains to be protected. In the 21st Century, Stafford and its people can look back on 350 years of turbulent history and see that their lives have been shaped in many ways by those who came before...in ways they may not have realized...in ideas of religious freedom, individual rights, relationship of state and nation...ideas that arose on American soil for the first time...ideas that were debated and adopted in magnificent buildings made of Stafford stone. The men and women who forged our nation were not only of the upper classes and highly educated. Like George Washington, many were of the middle class, with limited education, who set their sights high, learned through experience, pursued their ideals, and achieved greatness – not only for themselves but for the nation.

Segue to a montage, intercutting shots of Stafford old and new, e.g. the Courthouse, Chatham, Widewater Marina, Belmont, Stafford Regional Airport, Crows Nest, new housing developments, Accokeek wetlands, and so on. We end on imagery of the racially and ethnically diverse people of Stafford: in classrooms, athletic fields, construction sites, churches, VRE stations, major businesses and industries, as well as arts and cultural events (such as Riverside Theater and others TBD) ending with the 4th of July Philharmonic concert in Pratt Park and a finale of spectacular fireworks.

Narrator: With an understanding of the past comes new appreciation of the Stafford County we know today, new awareness of the struggles that have made us stronger, understanding of the men and women who built Stafford, Virginia, and a new nation; realizing the need to preserve our historical and natural resources, yet be open to change, to a progressive, increasingly diverse Stafford that welcomes new ideas, rational development, and a future of opportunity for all.

END CREDITS

V. CONTRACTOR REQUIREMENTS

A. The Contractor should:

1. Cast and direct the actors posing as historical reenactors;
2. Provide a rough edit of the film for viewing by stakeholders who may provide feedback;
3. Provide editing services with input/direction from Stafford County;
4. Post-Production with complete revisions;
5. Final edits with color correction, graphics, sound mix, and the masters;
6. Have experience with the following:
 - a) Documentary films;
 - b) Films with employee and employer interactions;
 - c) Films set in an historical environment;
 - d) Pre- and post-production workflow;
 - e) Working with actors and the ability to hire both SAG and non-SAG performers; and
 - f) Ability to complete films with a quick turn-around (under-four months)

VI. OWNER OBLIGATIONS

1. Provide script and feedback for all editing;
2. Allow individuals subcontracted by the Contractor receive credits for their work; and
3. Permit the Contractor to use the film for promotional purposes.

VII. DELIVERABLES

A. End product shall contain, but not limited to, the following:

1. less than 2 minute promo;
2. 5 minute excerpt;
3. 25-30 minute full movie;
4. 5,000 DVD copies

B. Deadline for completion: November 1, 2014

C. Resources available:

- a) Approved treatment as described in Scope of Services B. The Film
- b) 3+ hours of high quality aerial footage shot May 2013
- c) Access to regional historians and resources including documents, artifacts and sites
- d) Local/Stafford assistance with locations and public announcements

D. Script and approval authority is the County and needs to be built in at key points on the production process.

VIII. PROPOSAL SUBMITTALS

A. Approach to the project and project costs:

1. Describe in specific detail your firm's approach to working with 350th Committee to develop the film production. Include a preliminary production plan overview that outlines key components, processes, and milestones that will take place through the duration of the project.
2. Specify your firm's capacities for all aspects of the project, including concept development and story treatments, scripting, direction, rights and clearance procurement and documentation, media production, post-production; special effect design, specifications, production and installation oversight.
3. Provide a compensation schedule for the services to be performed in response to the RFP. Schedule must include an itemized cost overview for all services. Cost proposal shall include a firm total

IX. PROPOSAL SHALL INCLUDE (but not limited to):

1. Examples of film work preferably in CD/DVD format
2. Biographies/filmography of key creative team members
3. Indication of multi-media uses
4. Any materials which help visually convey the end product to stakeholders
5. Intent to be responsible for securing appropriate usage rights for all materials in final product
6. All travel, fees and productions costs associated with the project must be incorporated into the proposal.
7. List three (3) references for whom similar services were provided, preferably public entities;

IX. CONTRACT PERIOD

The initial term of this Contract shall be from the date of award through December 31, 2014. The Owner reserves the right to renew the Contract for four (4) additional one (1) year periods, under the terms of the current Contract. The Consultant fees schedule may be adjusted at the end of the initial Contract period (and at the end of each extension period, if applicable), upon mutual agreement of both parties.

Notice of intent to renew will be given to the Contractor in writing by the Department of Economic Development, normally sixty (60) days before the expiration date of the current Contract. This notice shall not be deemed to commit the County to a Contract renewal.

It should be noted that multi-year Contracts may be continued each fiscal year only after funding appropriations have been approved by the Stafford County Board of Supervisors. In the event that the necessary funding is not approved, then the affected multi-year Contract becomes null and void, effective July 1st of the fiscal year for which such approval has been denied.

All Contract obligations shall prevail for at least ninety (90) days after the effective date of the Contract. For the protection of both parties, this Contract may be canceled by either party giving thirty (30) days prior notice in writing to the other party.

XI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

1. General Requirements

RFP Response. In order to be considered for selection, Offerors must submit a complete response to the RFP. **One (1) original, clearly marked, six (6) copies of the submission of each Proposal must be submitted to the Purchasing Office.**

2. Proposal Preparation

An authorized representative shall sign the Proposal. All information requested should be submitted. Proposals which are substantially incomplete or lacking key information may be rejected by the Evaluation Committee. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

3. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
4. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. The proposal should contain a Table of Contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the Proposal and designated as additional material. The Offeror's Proposal should provide all the information that it considers pertinent to their qualifications for the project and which responds to the Statement of Needs described.
5. Each copy of the Proposal should be bound or contained in a single volume where practical. All documents submitted with the Proposal should be contained in that single volume.
6. Ownership of all data, materials and documentation originated and prepared for the Owner pursuant to the RFP will belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act (FOIA). Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia FOIA; however, the Offeror must invoke the protections of Section 2.2-4342(D) of the Code of Virginia, in writing, on the form provided within this RFP either before or at the time the data or other material is submitted. Ownership of all data, materials and documentation originated and prepared for the Owner pursuant to the RFP will belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act (FOIA). Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia FOIA; however, the Offeror must invoke the protections of Section 2.2-4342(D) of the Code of Virginia, in writing, on the form

provided within this RFP either before or at the time the data or other material is submitted. As noted on the form, Offerors must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The Owner reserves the right to ask for additional clarification prior to establishing protection.

submitted. As noted on the form, Offerors must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The Owner reserves the right to ask for additional clarification prior to establishing protection.

7. **Note:** Elaborate and costly presentations are neither required nor expected. Stafford County will not reimburse any company for the cost of submitting a Proposal. Each response should not exceed fifty (50) numbered pages (double-sided, not including the Table of Contents, dividers, and any exhibits or appendices

VII. EVALUATION AND AWARD CRITERIA.

Award of Contract: Proposals will be evaluated based upon the information provided in the Offeror's Proposal using the following criteria priority order:

- a. Offeror's qualifications and experience;
- b. Cost;
- c. Methodology/approach to providing the requirements stated herein;
- d. Ability to meet specified time frame;
- e. References;
- f. Evaluator's judgment of Proposer's capability for the Project's success.

Selection shall be made of two (2) or more Offerors deemed to be fully qualified and best suited among those submitting proposals. Negotiations shall be conducted with Offeror's so selected. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror which, in its opinion, has made the best offer, and shall award the contract to that Offeror. The County may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. Should the Evaluation Committee determine in writing and in its sole discretion that only one Offeror has made the best proposal, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation.

VIII. ADDITIONAL INFORMATION

1. **Contingent Fee Warranty:** The Consultant warrants that it has not employed or retained any person or persons not generally associated with Consultant for the purpose of soliciting or securing this agreement. The Consultant further warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon the award or making of this agreement. For breach of one or both of the foregoing warranties, the Owner shall have the right to terminate this agreement without liability, or in its discretion, to deduct from the agreed fee, payment or consideration,

or otherwise recover, the full amount of said prohibited fee, commission, percentage, brokerage fee, gift or contingent fee.

2. Insurance: By signing and submitting a Proposal under this solicitation, the Offeror certifies that if awarded the Contract, it will have the insurance coverage specified at the time work commences. Additionally, the Offeror certifies that it will maintain all required insurance coverage during the entire term of the Contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
3. Authority to bind Consultant in Contract: Proposals must give full name and address of Offeror. The person signing the Proposal should show title or authority to bind his Consultant in the Contract. Consultant name and authorized signature must appear on the Proposal in the space provided.
4. Severability: In the event any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.
5. Performance: Unacceptable Performance – The Owner reserves the right to inspect all operations and to withhold payment for any work not performed to or performed not in accordance with specifications/Contract documents. Payments withheld for unsatisfactory performance may be released upon receipt of satisfactory evidence that the work has been corrected to the Owner’s satisfaction. These corrections shall be at no cost to the Owner. Consultant shall correct deficiencies within twenty-four (24) hours of notice by telephone or in writing. Failure to do so shall be cause for withholding of payment for the service and may result in default action.

IX. PROPRIETARY INFORMATION

Ownership of all data, materials, and documentation originated and prepared for the County of Stafford pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.

The Offeror must specifically identify the data or materials to be protected and state the reasons why protection is necessary on the “Notice of Proprietary Information Form” below. In addition, the proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining in the Proposal and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

To ensure any and all proprietary data is protected, please provide one (1) redacted copy for review.

X. NOTICE OF PROPRIETARY INFORMATION FORM

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

Section Title	Page Number	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire Bid or Proposal document, as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.

1. This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or) partnership. "See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
2. This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
3. This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary

information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342; 552 (b) (4); 12 C. F. R 309.5(c) (4).

- XI.** The County of Stafford, Virginia may cancel this RFP, reject Proposals or any portion thereof at any time prior to an award, is are not required to furnish a statement of the reason why a particular Proposal was not deemed to be the most advantageous (Section 2.2-4359, Code of Virginia).

XII. REQUEST FOR ADDITIONAL INFORMATION

Request for additional information should be directed to:

Stafford County Department of Economic Development
County of Stafford
P.O. Box 339
Stafford, VA 22555-0339
Attn: T. Baroody
E-mail: TBaroody@staffordcountyva.gov

**COMPLETE FILM PRODUCTION OF “THE STORY OF STAFFORD”, A 350TH
ANNIVERSARY FILM FOR STAFFORD COUNTY**

RFP #227143

SIGNATURE SHEET

Company Name: _____

Address: _____

E-mail: _____

Telephone Number: _____ Fax: _____

Name and Title of Person Submitting Bid: _____

Name of Authorized Agent: _____

Title of Authorized Agent: _____

Signature: _____

SMALL AND MINORITY BUSINESS ENTERPRISES

The Stafford County Procurement Code and relevant Federal and State Laws, Orders and Regulations, require the County of Stafford to ensure that its procurement practices are non-discriminatory and promote equality of opportunity for Small and Minority Business Enterprises.

Definitions:

1. **Small Business:**

For the purposes of this document a Small Business concern is one which, regardless of ownership or control:

- (a) does not exceed two-hundred and fifty (250) employees.; or
- (b) gross annual income does not exceed ten (10) million dollars; or
- (c) is independently owned and operated (not subsidiary of another firm).

2. **Minority Business:**

A business entity which is operated and controlled by a minority.

- (a) The terms "operated and controlled" shall mean that the managerial and official staff of this entity shall be comprised of minority persons, sufficient in ratio and gross earnings to demonstrate that the business transactions are, in fact, controlled by minority persons; and that the primary power, direct or indirect, to influence the management of this entity shall rest with minority persons or a corporation, partnership, or sole proprietorship in which minority persons collectively own, operate, control and share in earning of fifty one percent (51%) or more of such an enterprise.
- (b) A minority person shall mean Black, Hispanic; Asian or Pacific Islanders; American Indian or Alaskan Native; and women, regardless of races or ethnicity.

PLEASE CHECK THE FOLLOWING INFORMATION RELEVANT TO YOUR FIRM:

Minority Business Firm: Yes _____ No _____

Small Business Firm: Yes _____ No _____

The above information is requested for statistical purposes only. All firms tendering responses will receive equal consideration for award.

CONTACT FOR ADMINISTRATION:

NAME: _____

ADDRESS (OFFICE): _____

TELEPHONE (OFFICE): _____

STAFFORD COUNTY

STANDARD CONTRACT FOR SERVICES

This Contract is entered into this ____ day of _____, 20__, by and between the Board of Supervisors of Stafford County, Virginia, or its authorized agents, and the Contractor identified below for services identified herein, on the following terms and conditions. This Contract is prepared in accordance with Chapter 20 of the Stafford County Code.

1. Definitions.

(a) As used in this Contract, the term “County” shall mean the Board of Supervisors of Stafford County, Virginia, or the using department identified below and authorized by the Purchasing Regulations or other law to enter contracts. For purposes of this Contract, the “County” shall mean _____. (If this line is blank, the County shall mean the Board of Supervisors).

(b) As used in this Contract, the term “Contractor” shall mean:

_____.

2. Where brackets are provided beside any provision of this Contract, only those provisions which are marked shall apply. Such brackets shall be marked by the County as part of the bid process.

3. Provision of Services.

(a) The contractor hereby agrees to provide the following services to the County:

(b) The time, manner and place for performance of such services shall be:

4. **Time and Essence.**

Time shall be of the essence in this Contract, except where it is herein specifically provided to the contrary.

5. **County Obligations.**

(a) In return for the services identified above, the County shall pay the Contractor the following amounts:

[] (b) In addition to any provision of Paragraph 5 hereof, the Contractor agrees to grant the County a two percent (2%) discount for all invoices, provided that the County pays any invoice or other billing within ten (10) working days of receipt thereof.

6. **Termination for Convenience of the County.**

(a) The parties agree that the County may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the County Administrator of Stafford County shall determine that such termination is in the best interest of the County.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Administrator or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Purchasing Officer of Stafford County; and

(v) use its best efforts to mitigate any damages which may be sustained by him as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six months after the effective date of their termination, unless one or more extensions of three months each are granted by the Purchasing Officer.

(e) The Purchasing Officer, with the approval of the County's signatory to this Contract, shall pay from the using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered, or the service not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Purchasing Officer shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

(i) with respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(A) cost of work performed or supplies delivered;

(B) the cost of settling and paying any reasonable claims as provided in paragraph 6 (c) (iv), above;

(C) a sum as profit on (A) determined by the Purchasing Officer to be fair and reasonable.

(ii) the total sum to be paid under (i) above shall not exceed the contract price, as reduced by the amount of payments otherwise made, and as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Purchasing Officer shall determine to be due under this clause, the Contractor may appeal any claim to the Board of Supervisors in accordance with Paragraph 15 of this contract concerning Disputes.

(h) When termination for the convenience of the County is a provision of this Contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provision shall bar the Contractor from any recovery from the County whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. Termination for Default

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

8. Examination of Records.

(a) The Contractor agrees that the County, or any duly authorized representative, shall, until the expiration of three (3) years after final payment hereunder, 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.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the County or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation, or claims shall have been finally disposed of.

9. Termination for Non-Appropriation of Funds.

(a) If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Contract is entered into, for the purposes of this

Contract, then the County may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the County shall be liable only for payments due through the date of termination.

(b) The County agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this Contract was entered into. This provision shall survive any termination of the Contract.

[] 10. **Insurance.**

The Contractor shall maintain insurance, in an amount and a form set forth herein, to insure against the risks which are identified herein. The insurance required hereby shall be:

11. **Assignability of Contract.**

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the County Administrator.

12. **Modifications or Changes to this Contract.**

(a) Change Orders. The Purchasing Officer, with the concurrence of the County's signatory to this Contract, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that no Contractor shall be excused from performance under the then changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the

conditions and limitations herein.

(b) The Contractor need not perform any work described in any change order unless they have received a certification from the County that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(c) The Contractor shall make a demand for payment for changed work within thirty (30) days of receipt of a change order, unless such time period is extended in writing, or unless the Purchasing Officer required submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the County is prejudiced by such delay.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

13. **Warranties.**

14. **Additional Bond Security.**

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the County, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interest of the County and a person supplying labor and materials in the prosecution of work contemplated by this Contract.

15. **Disputes.**

Disputes with respect to this Contract shall be decided in the first instance by the Purchasing Officer, who shall produce his decision in writing and mail or otherwise furnish a copy thereof to the Contractor. This decision shall be final and binding unless,

within thirty (30) days from the date of such decision, the Contractor mails or otherwise furnishes the Purchasing Officer with a written appeal addressed to the County Administrator. The decision by the County Administrator shall be final and binding unless within ten (10) days from the date of receipt of the decision of the County Administrator, an appeal is made to the Board of Supervisors in accordance with Section 15.2-1245, et seq., of the Code of Virginia, (1950), as amended. The decision of the Board of Supervisors shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith, or not to be supported by any evidence. Pending the final determination of a properly appealed decision of the Purchasing Officer the Contractor shall proceed diligently with the performance of the Contract in accordance with that decision.

16. **Nondiscrimination.**

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 or national origin, except where religion, sex or national origin 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 shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or proposer.

[] 17. **Additional Terms and Conditions.**

18. **Integration Clause.**

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

19. **Legal Status.**

All individuals performing work pursuant to this contract must be U.S. Citizens or possess documents that allow them to be employed and work in the United States.

20. **Faith-Based Clause.**

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia Section 2.2-4343.1 or against a bidder or offeror because

of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

County Representative

Title

Contractor or Duly Authorized
Representative

Title