

# VIRGINIA RAILWAY EXPRESS AMENDMENT OF SOLICITATION REQUEST FOR PROPOSALS (RFP)

### **ADDENDUM No. 2**

**Issued: June 30, 2025** 

RFP No. 025-005 Title: Photography and Videography Services

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This addendum is hereby incorporated into the solicitation documents of the above referenced RFP. The following items are clarifications, corrections, additions, deletions and/or revisions to the RFP, which shall take precedence over the original documents. *Bold and Italics* indicates additions while deletions are indicated by strikethrough. Offerors must acknowledge receipt of this addendum by returning a signed original with their Proposals.

### **DESCRIPTION OF AMENDMENT**

The above numbered solicitation is amended as follows:

### 1. PART IV – PROPOSAL REQUIREMENTS

Modified point of contact availability

**DELETE**: Page 16

**REPLACE WITH:** Page 16R attached herewith

### 2. PART VI – EVALUATION PROCESS AND CRITERIA

Added paragraph e. to Criteria No. 3

**DELETE**: Page 27

**REPLACE WITH:** Page 27R attached herewith

### 3. PART VIII – SPECIAL PROVISIONS

Modified task order assignments and procedures

**DELETE**: Pages 33 through 35

**REPLACE WITH:** Pages 33R through 35R attached herewith

### 4. PART IX – GENERAL PROVISIONS

Added section for travel and expenses

**ADD**: Pages 59-1 through 59-3 attached herewith

5.	Added section  Added section			
	DELETE:	Pages 3 and 4		
	REPLACE WITH:	Pages 3R and 4R attached	herewith	
6.	Except as specifically amended herein, all other terms and conditions of this solicitation remain unchanged and in full force and effect.			
Pro	oposal package prior	to the hour and date spe	ndment by returning a signed original with the ecified in the solicitation. Failure to acknowledge your Proposal non-responsive.	
Co	mpany		<del> </del>	
Ad	dress		<del></del>	
Cit	у	State	Zip Code	
Na	me of Person Authoriz	ed to Sign		

Print

Date

Signature

- TAB 8- <u>Subcontractors:</u> Identify any Subcontractors and the type of work anticipated to be performed on the Contract by completing the **SUBCONTRACTOR FORM** included below.
  - a. During Contract performance, **ALL** Subcontractors shall be approved in advance by VRE.
  - b. The Offeror shall ensure lower-tier Subcontractors in support of this solicitation are in compliance with the certifications included herein, including the insurance coverage described in this solicitation and all requirements to Federal and State procurement regulations referenced herein.
  - c. At VRE's direction, any proposed Subcontractor(s) identified by the Offeror may be contacted for the purpose of determining the responsibility of the Offeror.
- TAB 9- Point of Contact: Identify an assigned single point of contact who is available twenty-four (24) hours a day, seven (7) days a week during normal business hours of 8 AM 5 PM, Monday through Friday, excluding federal holidays, unless specified in the Task Order request, along with a telephone number and an email address.
- TAB 10- References (Past and Present Experience): Identify three (3) clients for whom comparable work has been done by the Prime Contractor or is currently being performed; complete the forms included in ATTACHMENT C COST CERTIFICATION (Section C and D) and include in this tab. If applicable, the following information must be provided:
  - a. Information on contracts performed by each of the Offeror's Subcontractors that are considered most relevant in demonstrating their ability to support the Offeror in the effort, including rationale supporting the Offeror's assertion of relevance. At VRE's direction, any proposed Subcontractor(s) identified by the Offeror may be contacted for the purpose of determining the responsibility of the Offeror.
  - b. A list of contracts within the past five (5) years, if any, on which failure to complete the work within the specified time frame resulted either in the assessment of liquidated damages, penalties, or contract termination.
- TAB 11- Exceptions to the Solicitation: State whether the Special Provisions and General Provisions are accepted as presented in this solicitation or if exceptions are taken; identify exceptions taken to the solicitation; provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, cost, and specific requirements of the solicitation; and relate each exception specifically to each section/paragraph and/or specific part of the solicitation to which the

background, accomplishments, and current professional certifications to include the issuing organization, date, and other specifications of the certification.

# Criteria No. 2- Technical Abilities

- a. Demonstrate knowledge in relevant technologies in photography, such as drones for aerial shots, lighting equipment, lenses and optics, color management and calibration editing software, or other specialized equipment.
- b. Demonstrate advanced videography skills in post-production software, such as Adobe Premiere Pro, Final Cut Pro, or equivalent, with a focus on creating polished, high-quality final edits. Ability to handle color correction, sound mixing, and other essential editing tasks to produce visually compelling content.

### Criteria No. 3- Portfolio

- a. Provide a portfolio demonstrating a proficient and consistent body of work including environmental, editorial, documentary, advertising, onlocation, candid, and still/stand photography.
- b. Specific work examples showcasing high-quality, professional-level photography and videography. Consider image clarity, framing, style, and overall execution.
- c. The Offeror shall provide a portfolio that includes a range of work samples relevant to the objectives of the RFP, with each image clearly labeled or accompanied by descriptions that explain the context, purpose, and techniques used.
- d. The portfolio shall be accessible to VRE for evaluation through a portal or link provided and hosted by the Offeror.
- e. The portfolio shall be 6–10 work samples, with a balanced photo and video content mix that showcases the Offeror's ability to capture live events, candid moments, and storytelling, specifically in dynamic or public-facing environments.

### Criteria No. 4- Cost Proposal

Complete the Cost Proposal Certification provided in Attachment C and Cost Proposal in Attachment C-1.

against that Task Order unless authorized by an approved change order or Task Order Amendment in advance. Refer to Clause 14 - Changes, located in the General Provisions.

- D. VRE reserves the right to issue separate solicitation(s) for project(s) if it is determined to be in the best interest of VRE.
- E. VRE shall authorize Task Orders, in writing, under the Contract at its sole discretion and shall not be obligated to issue more than one (1) Task Order to the Contractor during the Contract term, nor to expend all funds authorized for Task Orders for the Contract.

### 04. COMMENCEMENT OF WORK

- A. The Contractor shall not proceed with any work without a fully executed Task Order issued by the VRE Chief Executive Officer or his/her designee. VRE will not accept responsibility for work or services for which there is no specific written authorization.
- B. Task Orders that exceed the VRE Chief Executive Officer's spending authority, currently \$200,000, shall be authorized by the VRE Operations Board/Commissions.
- C. The Contractor shall assign a single point of contact responsible for ensuring the work is completed in close coordination with VRE.
- D. The Contractor shall perform work assigned under this Contract as further described in Task Orders issued by VRE. The work shall be in accordance with the terms and conditions of the Task Order or as specified elsewhere in the Contract. Upon execution of Task Orders, the Contractor shall provide skilled and professional personnel together with the supervision, management, administrative services, equipment, and all other materials and services necessary to successfully accomplish the work set forth in each Task Order.

### 05. TASK ORDER ASSIGNMENTS AND PROCEDURES

- A. For Task Order services, VRE, *at its discretion*, will initiate work by requesting a Task Order Proposal from *one* (1) or both Contractor(s). The Contractor(s) must provide a Task Order Proposal in writing or indicate why they cannot produce a proposal within the time allowed.
- B. VRE will provide a written Request for Task Order Proposal to the Contractor(s) and shall request a Task Order Proposal from the Contractor(s) based on the fixed unit rates, contract labor rates, agreed to at the time of contract award.
- C. Each Request for Task Order Proposal shall include at a minimum:
  - 1. Scope of Work describing the technical requirements of the task and the required completion date(s).
  - 2. Period of Performance.



- 3. Reporting Requirements and Deliverables.
- 4. Type of Task Order (Firm Fixed Price Task Order or Cost-Plus Fixed Fee Task Order).
- 5. Proposal Due Date.
- D. In response to the Request for Task Order Proposal, the Contractor(s) shall submit a Task Order Proposal to VRE, within the time stated in the Request for Task Order Proposal, that includes at a minimum the following:
  - 1. Approach (technical proposal) to meet the Scope of Work referencing VRE's Request for Task Order Proposal and highlighting any variations.
  - 2. Listing of Subcontractors to be utilized to include proposed DBE or SWaM participation, if applicable.
  - 3. Project completion schedule, including milestones, if required.
  - 4. Price Proposal, which shall be in sufficient detail to permit an analysis of all material, labor, equipment, Subcontractor and overhead costs and which shall cover all the work included in the Request for Task Order Proposal. Any proposed costs for Subcontractors shall be supported by a similar price breakdown.
- E. If Request for Task Order Proposal is sent to both Contractor(s), the evaluation may be based on proposed approach, schedule, availability, price or other relevant factors. VRE will notify the selected contractor.
- F. Preparation or revisions of Task Order Proposals by the Contractor(s) shall not be compensated under this Contract. VRE's request for a proposal to perform the work does not represent a commitment to authorize the work, nor obligate VRE in any way.
- G. Procedures for incorporating each Task Order into the Contract shall be in accordance with the following:
  - 1. VRE issues a Request for Task Order Proposal in the form of a letter or email to the Contractor, to include a Scope of Work, requesting a Task Order Proposal from the Contractor, to include a price proposal, by a specified date. The Task Order Scope of Work constitutes what VRE believes to be the major project elements. It is the responsibility of the Contractor to identify all necessary associated work whether or not specifically listed in the Scope of Work.
  - 2. The Contactor responds with a Task Order Proposal, which includes both a technical proposal regarding the Scope of Work and a price proposal stating



- proposed disciplines, manhours per discipline, and authorized reimbursable expenses, as well as responses to other requirements of the task assignment.
- 3. Following VRE's review of the technical proposal submitted by the Contractor, negotiations or discussions regarding the scope and approach may occur. VRE may request a revised proposal or revise the project scope as a result of these negotiations or discussions.
- 4. VRE will evaluate the price proposal against VRE's Independent Cost Estimate and negotiations may be initiated by VRE as necessary in order to reach an agreement on a reasonable Task Order amount.
- 5. Following any negotiations and upon written approval of the technical proposal, level of effort, pricing, profit, project schedule, and any other pertinent information, a Task Order is prepared, processed, and formally executed incorporating the task assignment into the Contract. Task Orders shall be sequentially numbered.
- 6. VRE issues a written Notice-To-Proceed, as required.
- H. VRE may request the Contractor to present an informal briefing and review of the work conducted under any Task Order.
- In the event that a Task Order is cancelled prior to completion of the work, the Contractor will be paid for VRE-approved incurred costs up to the date of issuance of the cancellation notice by VRE or as otherwise agreed to by the parties.
- J. Consistent non-responses to Request for Task Order Proposals may negatively impact or prohibit the Contractor from proposing on future Task Orders. Additionally, failure of the Contractor to meet the deadlines specified in individual Task Orders may be kept on file with the Contractor's record of performance deficiencies.

### **56.** TRAVEL EXPENSES

- A. VRE will not reimburse the Contractor for travel-related expenses for employees located within the greater Baltimore-Washington Metropolitan Area, as defined by the United States Office of Management and Budget.
- B. VRE will compensate the Contractor for Reimbursable Expenses, for employees located outside of this area, and only if they are pre-approved by VRE and in accordance with the Contract. When authorized by the Project Manager, expenses may include:

### 1. <u>Lodging/Meals/Incidental Expenses:</u>

- a. Each Contractor required to travel overnight in the performance of this Contract shall be reimbursed for lodging, meals and incidental expenses at the rates specified by the U.S. General Services Administration (GSA) (<a href="http://www.gsa.gov">http://www.gsa.gov</a> search "Per Diem") for the locations being visited.
- b. <u>Lodging</u>: VRE will reimburse for actual lodging costs at a reasonably priced commercial facility in the immediate area of where the work is performed, up to the GSA's daily rates for the destination, current for the date of travel. Receipts for lodging must be itemized. Only room and tax charges will be reimbursed; no reimbursement will be made for additional expenses, including but not limited to, room service, laundry, telephone and in-room movies. If the Contractor or its employee shares a room with another person who is not connected with the performance of the work, including a spouse, VRE will reimburse for only the cost of a single room.
- c. <u>Meals</u>: The amount for meals and incidental expenses includes state sales tax (where applicable) and a 15% gratuity. On the day of departure, 75% of the applicable rate will apply. On the last day of travel, 75% of the applicable rate will apply.

### 2. Air Travel:

VRE shall reimburse for air travel at the coach rate. The Contractor is expected to obtain discount airfares to the extent possible. Travel shall be by the route that is most cost effective to VRE. Tickets must be purchased at least seven (7) calendar days in advance, unless otherwise approved by VRE. The Contractor shall bear any additional costs incurred as a result of deviations from this route for personal reasons. Travel time shall not be compensated. Legible receipts are required.

# 3. Local Transportation:

Reservations must be made in advance whenever possible to take advantage of all available discounts.

a. <u>Taxi/limousine/bus</u> – Reasonable expenses reimbursable at <u>actual cost</u>. Receipts are required. Transportation expenses between places of lodging or business and



places where meals are taken are not allowed unless suitable meals cannot be obtained at the site.

- b. Rental automobiles Reasonable expenses reimbursable at actual cost. Rental automobiles shall be used only when it will affect a savings or other advantage or when the use of other transportation is not feasible. Rental automobiles should be limited to sub-compact models when available. A legible copy of the rental agreement is required to support costs. Rental of other than a sub-compact is allowable when sub-compacts are not available. Any reimbursement will cover only those rental charges, insurance and/or fuel fees allocable to work on the Contract and will not cover the purchase of liability insurance and/or collision/comprehensive insurance. Legible receipts are required.
- c. <u>Private automobile</u> Use of private automobiles will be reimbursed at the current U.S. Internal Revenue Service (IRS) business mileage rate.
- d. Tolls and parking charged for the use of ferries, roads, bridges, and tunnels while traveling to and from commercial carriers and parking charges at destination are reimbursable at <u>actual cost</u>. Legible receipts are required.

# 4. Telephone:

Actual cost of business telephone charges incurred by the Contractor while in travel status is reimbursable. Personal telephone charges are not allowable. Legible receipts are required.

### 5. Other:

- a. Other actual expenses incurred in the performance of this Contract, exclusive of normal operating expenses, and as approved by VRE, shall be reimbursed. Receipts or invoices are required on each individual item under this category.
- b. **Non-reimbursable costs** include expense for entertainment, first-class airfare, contributions, personal telephone and facsimile charges, dues and subscriptions, alcoholic beverages, expenses for transportation and lodging for personal pursuits, gifts, gratuities, and other charges expressly disallowed under the terms of this Contract

### 6. Exclusions:

VRE will not reimburse or pay for expenses that are personal in nature. The following are some examples of expenses excluded from reimbursement:

- a. Alcoholic beverages
- b. Personal phone calls
- c. Entertainment (e.g. pay TV, movies, night clubs, health clubs, theaters, bowling)
- d. Personal expenses (e.g. laundry, valet, haircuts)



- e. Personal travel insurance (e.g. life, medical, or property insurance) for airfare or rental cars
- f. Fines for parking or traffic violations
- g. Auto repairs, maintenance, cleaning, inspection and insurance costs for personal vehicles

Reimbursable expenses must be included on each monthly invoice and require receipts and other documentation.

<u>Time limit: VRE will not honor requests for travel reimbursement that are submitted</u> more than sixty (60) calendar days after completion of travel.

# 3. GENERAL REQUIREMENTS FOR PHOTOGRAPHY

The Contractor shall be responsible for the following:

- A. Utilize advanced photographic equipment to produce high-resolution images for impactful marketing campaigns and promotional materials. This equipment shall include high-resolution cameras, professional lenses, professional lighting kits, tripods, stabilizers, reflectors, and backdrops.
- B. Provide a volume dump of all photos captured, with a minimum of five (5) professionally edited images. The exact number of edited images will be adjusted according to the specific requirements of the Task Order.
- C. Ensure that all raw files and photos align with VRE brand standards, to be provided by VRE upon award of a Contract.
- D. Captured images shall be high-resolution and professionally edited.
- E. Images shall be reviewed and approved by VRE to ensure they align with VRE's brand values and messaging.
- F. Capture high-resolution images of VRE trains, stations, passengers, staff, and other elements related to VRE service.
- G. Include aerial/drone shots where applicable to showcase the scale and scope of VRE operations.
- H. Provide a portfolio demonstrating a proficient and consistent body of work including environmental, editorial, documentary, advertising, on-location, candid, and still/stand photography.
- I. Deliverables shall meet industry standards for resolution, clarity, and formatting suitable for print and digital use, including social media, web, and promotional materials.

## 4. GENERAL REQUIREMENTS FOR VIDEOGRAPHY

The Contractor shall be responsible for the following:

- A. Record high-definition video footage that showcases the event or project, emphasizing both the overall context and intricate details.
- B. Provide edited video content tailored to the needs of different platforms, such as social media, websites, and internal presentations.
- C. Ensure videos are delivered in various formats as required by the Task Order, with the option to include music, voiceovers, subtitles and captions.



- D. Create short promotional videos for social media and longer-form content for VRE's website, presentations and marketing advertisements.
- E. Ensure that all raw files and photos align with VRE BRAND STANDARDS, to be provided by VRE upon award of a Contract.
- F. Videos shall be reviewed and approved by VRE to ensure they align with VRE's brand, values and messaging.
- G. Deliver all raw media files to VRE.
- H. Deliverables should meet industry standards for resolution, clarity, and formatting suitable for digital use, including social media, web, and promotional materials

# 5. <u>CONTRACTOR'S POST-PRODUCTION RESPONSIBILITIES</u> (PHOTOGRAPHY AND VIDEOGRAPHY)

- A. Execute all necessary edits, including color correction, cropping, and other enhancements, to ensure a refined and polished final product.
- B. The Contractor shall be responsible for hosting a file sharing platform for the purpose of sharing photos and videos with VRE.
- C. Ensure all music, voiceovers, and captions comply with copyright and licensing regulations and requirements.
- D. Sort and label all media files.
- E. Share drafts with stakeholders for feedback and make necessary revisions.
- F. VRE must approve all final content created by the Contractor in writing.