

Photography and Video for Statewide Tourism Marketing RFP

ADDENDUM 1 – QUESTIONS AND ANSWERS

TO ALL BIDDERS: Please acknowledge receipt of this Addendum by entering its number and date on the “Certificate of Compliance Form”. This Addendum forms a part of the Contract Documents and modifies them as follows:

- ❖ **DUE DATE.** The due date for proposal submission is changed from **Wednesday, September 18, 2024 at 4:30 PM EDT to Monday, September 23, 2024 at 9:00 AM EDT.**
- ❖ **Attachments:**
 - *Revised Price Schedule*
 - *Exhibit 1 - Permission-to-Use-Content-Photographs-Videos-Testimonials*
 - *Exhibit 2 - Photo-and-Video-Release-Form-for-Individuals*
- ❖ **Questions and Answers:**
 1. **Section 1.1** - Are you committed to working with multiple vendors, or would you be open to working with one vendor who maintains creative oversight across multiple assets? (i.e. a video vendor who crafts a video series around a central theme, for example while also working with a photographer)
Answer: Through this RFP, the Vermont Department of Tourism and Marketing (VDTM) intends to contract with multiple photography and videography vendors. The vendor(s) will each be working directly with a main contact in the department to align on shot lists (photo and/or video) and overall creative approach.
 2. **Section 2.3.3.1** - Do you have a sense of what the final deliverables will be? Timeline on creating those deliverables? Are you looking to do any deeper, more in depth storytelling? Or are you simply looking for content?
Answer: This RFP is a request for content only. The final deliverables will be a contact sheet of processed images or a file of processed Broll for VDTM to select from to purchase the contracted number of shots/minutes of Broll per month, with the option to purchase more than contracted as well, but not less than. The contact sheet/Broll files will need to be delivered to VDTM contact on a monthly basis.
 3. **Sections 2.3.3.3 & 2.3.3.10** - Is the expectation that there will be deliverables each month, or are you open to longer form projects where assets are collected over time & deliverables come after a season thoughtful production?

Answer: We are looking for monthly deliverables. We are not seeking video production/storytelling at this time.

4. **Section 4.5.** Can you clarify what you mean by sample of reporting requirements?

Answer: Essentially this would include number of locations visited that month, total number of images shot/total minutes of video shot, and number of assets provided. This report would also keep a running tally of visual assets on the shot list that have been accomplished vs ones that haven't yet.

5. **Section 7. Addenda** - I didn't see any addenda associated with this RFP. Can you confirm that's correct?

Answer: Correct. This document constitutes the first Addendum to this RFP.

6. **Price Proposal Section** - This table is created to itemize assets per month, however, what about a scenario where we're pitching a longer form documentary series and filming happens over the course of 3 months / editing happens over the course of 2 months? How do we use this form to price that kind of scenario? Is there a table that allows room for some more nuance around pricing and scope?

Answer: This RFP is not a request for video production. It is for processed images and Broll only.

7. I am a part time resident of Vermont, and I have a production company based in New England. We would love the opportunity to bid on any tourism projects. Please provide information on next steps when they become available.

Answer: This RFP (Request for Proposals) invites you to bid on this opportunity and provide guidance in Sections 4-6 on how to respond to this invitation. Bidding opportunities for VDTM will be posted on the Agency of Commerce and Community Development website at <https://accd.vermont.gov/about-us/bidding-opportunities>. Subscribing to VDTM's tourism industry newsletter is another way to stay update to date with future opportunities.

8. I see that video editing is not included. Can you confirm that?

Answer: Processing of Broll clips is included however, we will not go through rounds of edits because this RFP is not a request for full video production. Instead, the vendor will provide double the amount of processed Broll minutes that we have contracted to purchase for that month and VDTM will then chose which clips to purchase.

9. When it comes to videos, the cost of filming people at an event might differ from the cost of drone footage. How should we factor those considerations into a flat rate price per minute of video?

Answer: We ask you to please take into consideration the costs associated with your time (travel time, models, entry/access to locations, cost to film at a location, equipment, processing time, etc.) to offer your best flat rate, if possible. We will accept itemized rates for drone footage vs filming at an event (as an example), should the bidder wish to provide different rates for different scenarios. See Question #24 for more information.

10. Related to Price Proposal Considerations 1.2, should we list staff and rates separately on a budget sheet?

Answer: As noted in Answer #9 above, all costs associated with your time and effort should be factored into the rates proposed on the price proposal grid, by minimum number of images and/or minutes of Broll. Section 1.2 “Hourly Rate” on the Price Proposal was an error in the RFP, as that option will not be considered. Staff time or any other expenses will not be paid outside of the per image/minute rates. Please accept our apologies for any confusion on that issue.

11. Who will provide the people and locations for these videos and photos?

Answer: The vendor will work directly with a VDTM point of contact to define the ongoing shot list (subject and/or location) and also specific needs such as an upcoming event. The photographer/videographer will be responsible for recruiting and/or obtaining permissions from any models/people in the shoot. Any individuals identifiable with their likeness in the image/video need to fill out our individual release form, which the photographer/videographer is responsible for collecting.

12. Will the individuals appearing in the videos and photos need to be compensated, and should that be factored into our budget?

Answer: The photographer/videographer is responsible for compensating individuals if/as needed. Please factor that into your pricing model. Reference Question #9 for more information on itemized rates.

13. How much lead time will we have for pre-production planning for filming and photography?

Answer: Once contracts are executed with the successful bidders, VDTM will organize a kickoff call to discuss what images/video are part of that particular vendor’s ongoing shot list (i.e. downtowns within your travel area in every season), including any events or other time-specific requests. The vendor will have a direct communication contact for any outstanding questions that arise. VDTM will work to communicate timely events with as much notice as possible however, sometimes things come up and we may ask if you are available to be there. We ask that if specific events are to be captured, the vendor will make themselves available on those dates as much as reasonably possible.

14. Will audio recording be necessary?

Answer: As is reasonably expected. The main goal is to capture visual assets. Sometimes natural sounds are helpful to pair with the video (i.e. nature sounds when on a trail, live music when at an event, etc.). If the video is picking up on conversation audio that is not signed off on, the vendor may remove that.

15. Will you require any additional post-production or color correction for the final footage in addition to the raw footage?

Answer: Upon further reflection, the requirement in Section 2.3.3.8 to provide raw footage is being dropped and will not be required. All Broll delivered must be processed postproduction per industry standards, so for video processing, that would include cropping of the general shot, stabilization of the shot, color treatment if needed, etc. Please accept our apologies for any confusion on this issue.

16. Is there an incumbent vendor for the state for this scope of work?

Answer: No. The department typically purchases images “off the shelf.” The last time we contracted with a vendor for this type of work was in 2011.

17. Estimated total cost for each awarded vendor? Cost not to exceed for total contract? Cost not to exceed for each vendor?

Answer: We are not able to estimate an expected contract amount for each vendor at this time. VDTM has budgeted a maximum of \$250,000 for all contracts falling under this RFP, although VDTM reserves the right to contract for a lesser total amount.

18. Estimated total awards from this contract?

Answer: VDTM will award as many photographers and videographers as we deem necessary to cover all regions of the state, and as many topics of visual assets as possible within our maximum budget of \$250,000.

19. Estimated total number of locations? If possible, list locations across the state.

Answer: VDTM splits up the state into 14 regions when we create content aimed at visitors to Vermont. You can view the [14 regions here](#). We ask that vendors indicate which region(s) (or another geographic subsets of the State) they are willing to cover when submitting their proposal.

20. Price Proposal document: the minimum number of images reference how many different locations/subject areas in a given month? (i.e. 20 at one site vs 20 different locations across state).

Answer: The minimum number of images and/or minutes of Broll is not tied to a specific number of locations or subject areas. Each successful bidder will work with VDTM as described

in previous answers above on capturing assets over time from a desired shot list for either a specific area of the state and/or a specific type of imagery.

21. Would 360° panoramas and video be considered for immersive imagery in addition to the subject areas listed in 2.3.1 with photography and videography?

Answer: No, 360° panoramas are beyond the scope of this RFP.

22. Would 360° 3D panoramic virtual tour walkthroughs as digital experiences for desktop, mobile and virtual reality be considered in addition to photography and videography listed in 2.3.1?

Answer: No.

23. If possible, to provide 360° media+ virtual tour/ photography/ 360° videography, how to add in the pricing proposal?

Answer: N/A based on Answers #21 and #22.

24. The RFP notes that "Photos and Video including people must portray a diverse range of people engaging in a variety of activities both indoors and outdoors, including multigenerational and nontraditional families, as well as people of various races, physical abilities, ages, and genders."

- Are vendors expected to source, and subsequently manage shoot-day scheduling and logistics, with these models?

Answer: Yes, if the vendor feels that is the most efficient or successful way to capture any subset of the types of images requested.

- Is there a procedure for how models are compensated? Because this proposal asks for a per-image/per-reel pricing structure, is there a separate price for imagery containing models?

Answer: The vendor may define that in their pricing proposal. We will accept itemized rates for imagery that features individuals (where image permissions, casting and/or compensation may be required) vs filming at an event (with no specifically identifiable people) or a static subject, should the bidder wish to provide different rates for different scenarios.

25. In section 1.2 of the Price Proposal section, it says "please provide a single hourly rate for each staff member/job title." There is no location to provide this information; instead there's a chart to provide pricing for assets. Are selected vendors paid according to hourly rate, or according to the per-image/clip chart?

Answer: Section 1.2 "Hourly Rate" on the Price Proposal was an error in the RFP, as that option will not be considered. Staff time or any other expenses will not be paid outside of the per image/minute rates. Please accept our apologies for any confusion on that issue.

26. When it comes to post-production for video assets: Is the goal for the vendor to deliver video clips that the State will then edit in-house?

Answer: Yes.

27. Is any post-production required aside from color-grading and visual touch-ups like cropping, stabilization, exposure adjustments, etc.?

Answer: Standard video processing is required such as cropping of the general shot, stabilization of the shot, color treatment if needed, etc. The Broll does not need to be a finished product with full color, but it should be processed post shooting.

28. Is natural sound/audio required with applicable video clips (excluding drone)?

Answer: As noted in Question #14, “as is reasonably expected.” The main goal is to capture visual assets. Sometimes natural sounds are helpful to pair with the video (i.e. nature sounds when on a trail, live music when at an event, etc.). If the video is picking up on conversation audio that is not signed off on, the vendor may remove that.

29. I'm able to do both photo and video, but I'm wondering if this is a requirement to do both? For instance, if I just focused on photography, would that be acceptable?

Answer: The vendor may choose to offer both photography and videography services, or one or the other.

30. Given the subject areas (general list of shots) listed in the RFP, I'm imagining that the photographer will need to work with people to be in the photographs. In my experience, I typically need to compensate people for this. I may be missing this, but it seems like all expenses must be covered in the price per image. Since the cost of the wide subject areas will be so different, I'm wondering if there's a way I can separate potential costs from the general price per image that I need to cover my own fees?

Answer: See Answer #24. We will accept different rates for different scenarios.

31. Are on-camera talent fees and location rentals compensated separately by the state or are those costs to be included in the price proposal?

Answer: There will be no expenses paid by the state. All additional costs must be factored in by the photographer and/or videographer in your pricing proposal. See also Answer #24, as we will accept different rates for different scenarios.

32. If so, how many (talent and locations) should be included with each requested deliverable in the price proposal sheet?

Answer: See Answer #24. We will accept different rates for different scenarios.

33. What is meant by "destination marketing efforts" in the question in 4.3.2., "How would you tailor your approach (if at all) to capture assets for usage in destination marketing efforts?"?

Answer: Destination marketing is how the state is portrayed to visitors, in this case through visual storytelling. The question is asking how you would tailor your approach to capturing video or photos of Vermont if the task was for the Department of Health vs the Agency of Education (as an example), and in this case, how you would tailor your approach when capturing specifically for the Department of Tourism knowing the content will be used for marketing Vermont to out-of-state visitors.

34. The RFP states "The vendor will be responsible for all post-production processing (which may include raw file conversion, film processing, film to digital processing, etc.)" but does not mention any creative post-production such as video editing, graphics/typography, color-correction/grading, or photography retouching, etc. What level of creative post-production is expected for video and stills?

Answer: VDTM is seeking photography and Broll that has been processed postproduction including stabilization, cropping as needed, and color treatment if needed. See also Answer #15. The requirement in Section 2.3.3.8 to provide raw footage is being dropped and will not be required.

35. Price proposal. The list of various Subject Areas comes with a range of associated costs. For example, scenic/nature imagery would have less associated costs than an action sports scene (e.g. alpine skiing) requiring a more robust video/photo crew, paid talent, location fees, etc. Since blended rates and price ranges are not permitted, we are thinking of providing two pricing proposals — one for a lower-cost "docu-style" approach, and one for the more "directed" approach with added requirements. Would this be an acceptable way to delineate the different levels of effort? If not, how would you like for us to account for the wide range of needs depending on the Subject Area?

Answer: See Answer #24. We will accept different rates for different scenarios.

36. Is it correct to assume that, because there is no specific place to include production costs, we should price everything on a per-image or video-duration basis, including the costs associated with film and photo production (crew, equipment, talent/models, location fees, etc.) in addition to the post-production processing and licensing?

Answer: See Answer #9. All costs associated with your time and effort should be factored into the rates proposed on the price proposal grid, by minimum number of images and/or minutes of Broll. See also Answer #24. We will accept different rates for different scenarios.

37. Is it correct to assume that the State is looking for an economy of scale, i.e. reduction in pricing, as the number of deliverables goes up?

Answer: That is up to the vendor, however, we do see that type of pricing structure when purchasing photo assets off the shelf.

38. Will the State favor VT-based companies over out-of-state companies?

Answer: Yes, as noted in Section 3.6 of the RFP, “All other considerations being equal, preference will be given first to resident bidders of the state...”

39. Will the State favor companies already vetted as pre-approved Statewide Marketing Contractors for Creative and Media Services?

Answer: No, the evaluation criteria are listed in Section 3.6 of the RFP.

40. Does proof of insurance need to be provided with the RFP?

Answer: No. Bidders that have been awarded a contract will be required to provide proof of coverage prior to contract execution.

41. *Section 2.3.2.3 Assets captured/submitted during this project will remain exclusive to the State, for unlimited usage, in perpetuity, and Section 2.3.3.3 The vendor will be required to provide double the number of minimum images or video clips per month available for selection (the ‘asset collection’).* Does the ‘exclusive to the State, for unlimited usage, in perpetuity’ apply to images not purchased by the State but included in the ‘asset collection’?

Answer: No. The state will only have exclusive and unlimited usage on images that are purchased. However, as the State reserves the right to purchase any of the images in the asset collection throughout the duration of the contract, any images not purchased will not be released back to the vendor until the contract expires or is terminated.

42. Will there be a set amount of images purchased for each assigned ‘shoot’? Meaning if the photographer was asked to shoot XYZ activity could the photographer count on a set number of images to be purchased from XYZ shoot so the photographer could budget accordingly (model/athlete fees, wardrobe, make-up etc....) to produce a profit?

Answer: When the state contracts with the vendor, we will set a minimum number of images that the state will purchase from the vendor on a monthly basis. This isn’t necessarily “per shoot” but instead it is “per month.” See Question #24 for more information on itemized pricing.

43. Can I see full copy of the State’s Content Release Agreement and photo and video release forms? Otherwise, the only way to read them is to submit one.

Answer: These forms are included in this addendum as Exhibits 1 and 2.

44. What are the envisioned logistics whereby we get a random photo subject captured "in the wild" (where there may or may not be cell connection) to submit a release form via the State's website? Would use of a phone-based remote release signature program with proper wording work?

Answer: It would be preferred that you get their contact information and send them the release form when service is available. We will only be able to purchase those assets if they in fact do sign the release. Also see Question #91 as a PDF version can be supplied to the vendor.

45. Is full purchase of rights the only option the state is willing to consider? Ditto regarding provision of RAW files? Because, given normative photography pricing standards, that would seriously inflate costs, unnecessarily so, for the state?

Answer: See Answer #46 regarding raw files. As far as the purchasing of full usage rights, while the State wishes to be as judicious as possible with the expenditure of funds, once the State pays for an asset (or any deliverable) to be created, the asset becomes the property of the State, and State property cannot be resold or redistributed, thus the need to procure exclusive rights for any asset captured specifically for the State under this RFP.

46. Can you explain why you want to have both all rights and RAW files, something which is non-normative in the industry?

Answer: Upon further reflection, the requirement in Section 2.3.3.8 to provide raw footage is being dropped and will not be required. All images and Broll delivered must be processed postproduction per industry standards, so video processing such as cropping of the general shot, stabilization of the shot, color treatment if needed, etc. will be required. Please accept our apologies for any confusion on this issue.

47. In granting the state full and exclusive rights to an image purchased, would that preclude the photographer from sharing that image on their social media accounts or website as examples of work?

Answer: No, a photographer could still share the images as examples of their work, but it would need to be made clear that images are not available for purchase or licensing.

48. I am a bit confused as to the impetus for the requested price list based on per image fees. Can you explain the reasoning and goals here? This is not a normative way for a professional photographer to price their work, especially for images yet to be captured. A more typical path would be to base things on photographers' day rates or hourly rates, then link this to specific assignments, no?

Answer: We understand that the requested pricing structure is a bit different from typical assignments, however, the per image/minute approach is the one that best fits the needs of the State.

49. Further, without knowing specific targets or subjects of photos, or the exact kind of photos being sought in a category, one could be talking about capturing over several hours, say, 2 landscape photos or 25 event photos, or about traveling 10 miles or 100, or about hiring models for "action" shots. Thus, without accounting for specific "assignments," subjects, locations, etc., can you explain how you

foresee that one reasonably arrive at a single per-image fee for all types images taken all across the state under very different conditions? I could only see this as seriously inflating the costs for the state.

Answer: See Answer #24. We will accept different rates for different scenarios.

50. In Section 2.3, it's mentioned that the State is seeking a wide range of imagery, including both people and landscapes. Could you clarify the desired balance between images and video featuring people versus landscapes or scenery? Is there a specific percentage that should include human subjects vs. environmental shots only?

Answer: There is no set percentage, as the state will be leaning on each vendors' strengths to determine an appropriate shot list. See Answer #13. Once contracts are executed with the successful bidders, VDTM will organize a kickoff call to discuss what images/video are part of that particular vendor's ongoing shot list.

51. Is there a defined minimum or maximum duration for individual video clips that can be submitted as part of the monthly submission?

Answer: The minimum clip is 3 seconds long but there is not a maximum. We are looking to purchase multiple clips within the total minimum duration contracted for each month.

52. Is the state only interested in acquiring stand-alone video clips, or is there an interest in creating a more well-rounded collection of video campaign assets focused on specific tourist attractions/activities/experiences in the state?

Answer: This particular RFP is seeking Broll specifically. The state is open to purchasing multiple Broll clips of a specific place, for example: the exterior, the interior room 1, the interior room 2, but this particular RFP is not seeking final produced videos.

53. Regarding the State's focus on diversity, is there a quota or percentage of the delivered images and videos that should feature individuals from diverse backgrounds?

Answer: No.

54. Are there any particular communities in Vermont that you would like to highlight to ensure comprehensive representation?

Answer: Broadly speaking, we are looking to make sure that Black, Indigenous, and People of Color communities, LGBTQ+ communities, and/or individuals with a disability are all adequately represented.

55. Will it be possible to secure a blanket permit for commercial photography and videography in Vermont State Parks, Historic Sites, or other State-owned properties, or will individual permits be required for each shoot? Understanding this will help us plan logistics more effectively.

Answer: We are not able to provide a blanket permit however, you can work with your state contact to streamline the process.

56. Given the diverse range of assets required, would the State consider allowing vendors to submit assets on a quarterly basis, rather than monthly? A monthly schedule could be challenging depending on the scope of the 'desired asset list' and the nature of the shoots.

Answer: The state is outlining this work as a monthly submission to help keep assets coming in during the existing season and not after it.

57. Is it expected that vendors will cover all elements of their 'desired asset list' every month, or can the focus vary from month to month based on specific priorities or seasonal opportunities?

Answer: The focus can vary from month to month.

58. In cases where a vendor is assigned a broad category like 'Outdoor recreation, in all seasons, including on the trail' (as per RFP Section 2.3.1), will the State provide more specific guidance regarding specific activities, locations, or deadlines, or will the vendor have flexibility to define these?

Answer: A little bit of both. The vendor will have some flexibility to choose the locations where a certain activity might be captured, however, the state will provide a shot list, so both will need to be balanced. For example, if skiing corduroy on a sunny day is a request, we ask that the vendor try to capture that image, but as to exactly where and when, that would be up to the vendor (unless the request was to capture a certain event). We also do not want to preclude vendors from capturing a moment or scene that is visually stunning, so the vendor should be prepared to work with the state in a collaborative manner that accomplishes the objectives of the shot list, without stifling creativity or spontaneous image capture.

59. The requirement to submit double the number of assets each month means that vendors are effectively producing twice the content for the minimum guaranteed payment. Could you clarify if there are specific guidelines that vendors can follow to improve the likelihood of the State purchasing more than the minimum number of photos or videos each month? If so, how will the State determine the quantity of assets purchased from each vendor?

Answer: The idea of asking for double the number of assets is to give both the State and the vendor some flexibility, so a vendor can provide perhaps a couple of different angles of a subject, even though the State may only purchase one of them. Having a larger asset collection to choose from will also offer some flexibility if the State wishes to purchase above the minimum per month or wishes to return to a previously offered asset and purchase it later in the contract term.

60. Could you provide the total budget allocated for this program over the course of the 12-month period? This information would help vendors align their proposals with the State's financial expectations and ensure the most efficient use of resources.

Answer: See Answers #17 and #18.

61. If certain assets are not selected for purchase in a given month, will those assets remain exclusive to the State, or would vendors be permitted to use or license them elsewhere?

Answer: See Answer #41.

62. Will the State have the right to license the purchased images and video to third parties, or will usage be restricted solely to State-related purposes?

Answer: The usage will be restricted to only State-purposes, to promote visitation to the state, but yes, that might include sharing with third-party partners, However, no assets would be shared or licensed to any commercial entities.

63. Does the content submitted need to be shot specifically for this project or can we draw on archival footage/images?

Answer: No, previously captured or archival footage or images will not be accepted. The content all needs to be new and shot specifically for this project.

64. Do all submissions need to give the state an exclusive license or can it be a non-exclusive license (i.e. licensing an image to the State that has been previously licensed to another entity under non-exclusive terms)?

Answer: All submissions need to be provided to the State with exclusive rights. See also Answer #41.

65. Can you clarify how the footage and images provided by vendors will be utilized? Specifically, will the State handle post-production internally, or will a third-party agency be responsible for editing and creative development?

Answer: The state will handle post-production internally however, if in the future the state contracts with a third party to create a video, the third party may edit the video as well.

66. If a third party is involved, would there be opportunities for vendors to collaborate or provide input during the editing process?

Answer: No. Once the images/Broll are purchased, the state will have creative control over them.

67. How does the State plan to ensure creative continuity across assets provided by multiple vendors over time?

Answer: The state regularly works with production companies, photographers and videographers to purchase existing visual assets, partner provided assets, in-house asset capturing, and working with multiple departments across the state to share assets. The department uses an internal style guide to ensure alignment whether that's color treatment, quality, etc.

68. What has the budget range been in the past for work of this nature? If this is the first of its kind, do you have a budget range allocated for vendors to build a scope within?

Answer: See Answers #17 and #18.

69. Have you worked with agencies/production companies in this capacity before?

Answer: No.

70. Is there an incumbent participating in this search? If they're not participating, can you share why?

Answer: There is not an incumbent.

71. Can you please share a PDF version of the State's Content Release Agreement as outlined in section 2.3.2.1?

Answer: PDF can be found in Question #43

72. Can you share a PDF version of the State's photo & video release form outlined in section 2.3.2.2?

Answer: PDF can be found in Question #43

73. What is the intended process or vendor expectation as outlined in section 2.3.3.1 in identifying an appropriate "desired assets list" of specific locations and needs based on what's outlined in section 2.3.1?

Answer: See Answer #14

74. Section 2.3.3.8 states "All video clips selected for purchase must be provided in electronic format (no less than 4K) via a file transfer protocol or download and should include both the processed and raw image files". Do you have a predetermined file transfer protocol or are you looking for the vendor to provide?

Answer: The state is looking for the vendor to provide.

75. Is our entity required to be registered with SAM.gov prior to RFP submission?

Answer: No. Vendors do not need to register with SAM to submit a proposal for this RFP. Vendors will need to register with SAM if/when they are awarded the contract.

76. Are we are obligated to submit new assets every month for all 12 months of the agreement? Let's say, for example, that we will focus on 3 winter festivals and would provide assets for only that period. Would our proposal be equally weighted as a proposal that is delivering content for all 12 months?

Answer: We would consider a proposal that would only cover certain months per year. New assets are required for any month that you are under contract.

77. Section 1.3 details that: "Expenses. Out-of-pocket expenses incurred in performance of the work described herein will not be reimbursed by the State." Additionally, on the same page, Section 2.1 details that "No expenses will be eligible to be charged to the State." Can you please describe that you consider "out-of-pocket" and "Expenses" in general?

Answer: In either case, no expenses (out-pocket, general, or anything else) will be reimbursed.

78. Section 1.2, with the request for "hourly rate" for "each staff member/job title," where there's nowhere on the form to include that information - it only appears that "Price Per Image" is required?

Answer: See Answer #25. Section 1.2 "Hourly Rate" on the Price Proposal was an error in the RFP, as that option will not be considered. Staff time or any other expenses will not be paid outside of the per image/minute rates. Please accept our apologies for any confusion on that issue

79. What is expected to be included in the "Description" (middle column) of this page?

Answer: The description field is optional. It's provided in case you want to elaborate on any differentiation between any pricing scenarios.

80. In the "video" portion of the price proposal, we're seeking clarification on how the base unit of clip duration ":30" :60" ":90" etc. associates with the "up to" amount.

Answer: This pricing should be defined as per second. For example, if the vendor contracts in the :60 (up to :89 seconds) category and the State selects :72 seconds of Broll to purchase for that month, the State will multiple 72 by the vendors per second rate.

81. Would it be accurate to say that, as this is for the State's visual assets library, and it appears that any costs associated with the actual creation of the work itself (i.e., "expenses,") are not covered, that this engagement is more similar to a license agreement for the assets?

Answer: The State is looking to contract with multiple photography and videography vendors to license visual assets for exclusive use in perpetuity. The successful bidder(s) will be required to sign VDTM's Content Release Form with the purchase of assets on a monthly basis.

82. I am wondering if the images and video clips are raw/unedited? And if not, what your editor would require on that end. It will help me to factor in the ‘per image cost’.

Answer: The images/Broll should be processed including stabilization, cropping, and color treatment if needed.

83. Are there any other pointers you can send my way as to what you are looking for in a successful proposal.

Answer: Please refer to the documents pertaining to this Request for Proposal.

84. Could you please provide clarification on how many different video scenes you are anticipating in 30 seconds and 90 seconds of video. For example one 90 second video could have 20 different locations and scenes across the state. Or do you mean one scene, one location, one set of actors. For example aerial footage of Lake Champlain for 60: or 90: seconds?

Answer: The minimum number of images and/or minutes of Broll is not tied to a specific number of locations or subject areas. See answer to Question #20.

85. The RFP states that assets captured during the project will remain exclusive to the State in perpetuity. Could you please clarify if this includes any potential copyright ownership for xxxxx?

Answer: The successful bidder must be comfortable signing off on VDTM’s Content Release Form.

86. While the RFP provides a broad range of subject areas, we are seeking further clarity on the specific types of shots and visual narratives the State is looking for. Will there be an opportunity to collaborate on a detailed shot list, or will we be expected to generate creative concepts independently based on the provided subject areas?

Answer: The vendor will work directly with a VDTM point of contact to define the ongoing shot list (subject and/or location) and also specific needs such as an upcoming event. See answers to Questions #11 and #56 for further details.

87. The RFP mentions a minimum purchase requirement per month, with the option for the State to purchase additional assets. However, it is unclear whether there will be any compensation for high-quality assets that are captured but not selected for purchase within a given month or contract term. Could you please clarify the payment structure for unused assets?

Answer: See answer to Question #59.

88. The RFP specifies a 12-month contract period with the possibility of renewal. We would appreciate a more detailed timeline outlining key milestones and deliverables throughout the project. This will help us plan our resources and ensure timely delivery of high-quality assets.

Answer: Once contracts are executed with the successful bidders, VDTM will organize a kickoff call to discuss the region the photographer/videographer has selected, the desired shot list, and an ongoing communication and reporting schedule. The vendor will deliver a contact sheet on a monthly basis along with providing their reporting on a monthly basis.

89. How will the success of the visual assets be measured? Understanding the key performance indicators will help us tailor our approach and ensure we are delivering content that effectively promotes tourism in Vermont.

Answer: VDTM is seeking images and video which will depict the breadth and depth of Vermont's regions, seasons and experiences. The vendor will discuss assets in ongoing communication with their VDTM contact.

90. Re 2.3: It was mentioned that "Photos and Video including people must portray a diverse range of people engaging in a variety of activities both indoors and outdoors, including multigenerational and nontraditional families, as well as people of various races, physical abilities, ages, and genders." Will the state be in charge of finding/coordinating any necessary talent (whether paid or volunteer) for any events or experiences that they task the photographer/videographer to capture with talent? If talent requires payment, will this be provided by the state as this is an unknown variable to estimate for this bid?

Answer: The vendor is responsible for organizing photo/video shoots with talent and coordinating payment as necessary. Reference Question #24 for more details.

91. Re Section 2.3.2: Is there a pdf version of the State of Vermont media release form (if we are in an area with limited service)?

Answer: Yes, a pdf version can be provided. Also, reference Question #44 for more information.

92. For an event, is there a separate, public release form that will be posted for those attending, or are we to seek out each participant within a group setting at an event?

Answer: The photographer/videographer will need to work with the event organizer to understand if they incorporate a photo/video release with the purchase of a ticket or if signage can be put up notifying attendees. VDTM's individual release form is required when a person's identifiable likeness is appearing in the photo.

93. Will the state provide any needed special use permits for filming or photographing on private/state/federal land?

Answer: Please see answer to Question #55.

94. Re 2.3.3.2: Will there be a discussion prior to each month of the feasible amount of events/activities/experiences/locations to be captured based on the photographer/videographer's schedules?

Answer: Yes. Please reference Questions #13 and #58.

95. Is there an average number of production days that should be anticipated each month?

Answer: The minimum number of images and/or minutes of Broll is not tied to a specific number of productions days or locations. Each successful bidder will work with VDTM as described in previous answers above on capturing assets over time from a desired shot list for either a specific area of the state and/or a specific type of imagery.

96. Regarding video capture, do the video assets include just broll (i.e. no audio capture/interviews)?

Answer: VDTM is seeking processed Broll (i.e. stabilization, cropping, and color treatment as needed). Audio can be included as it makes sense, for example, nature sounds on a trail or live music at an event.

97. Regarding video assets, when the pricing schedule lists " :30 seconds, up to :59 seconds Total (per month)" as well as further lengths, does this include multiple clips that total :30-:59 seconds, or one :30-:59 clip? If multiple clips, is there an average number and length you are looking for?

Answer: Please reference Questions #51 and #80.

REVISED
PRICE PROPOSAL

This form must accompany your Bid Proposal

1. **Price Proposal Considerations.**

- 1.1. Rates shall remain firm for the initial/base term of the contract which is one (1) year. Upon mutual agreement between both parties, the term may be extended for two (2) additional 12-month periods.
- 1.2. Expenses. Out-of-pocket expenses incurred in performance of the work described herein will not be reimbursed by the State.
- 1.3. Price quotation must be valid for a minimum of 90 days or upon contract execution.

2. **Price Proposals.**

- 2.1. Please provide pricing for the types of assets proposed to be delivered. No expenses will be eligible to be charged to the State.

Minimum Number of Assets Per Month Purchased	Description (Add notes as needed)	Price Per Image
5 Images Minimum, up to 9 Total (per month)		\$
10 Images Minimum, up to 14 Total (per month)		\$
15 Images Minimum, up to 19 Total (per month)		\$
20 Images Minimum, up to 24 Total (per month)		\$
25 Images Minimum, no maximum (per month)		\$
:30 seconds, up to :59 seconds Total (per month)		\$
:60 seconds, up to :89 seconds Total (per month)		\$
:90 seconds, up to 1:59 minutes Total (per month)		\$
2:00 minutes, up to 2:29 minutes Total (per month)		\$
2:30 minutes, no maximum (per month)		\$

- 2.2. Upon mutual agreement between both parties, the term may be extended for two (2) additional 12-month periods.

Permission to Use Content, Photographs, Videos, Testimonials

Official State of Vermont Release Form

Fill out this release form if you are a professional, third-party, or cooperating promotional organization that is granting the State permission to use pre-established assets, such as photos, videos, testimonials, and graphics. This release form is used for content that was not directly created by the State or its employees and for scenarios when the assets are purchased or supplied free of charge to the State of Vermont.

You must be 18 years of age or older to complete this form.

State of Vermont Entity Details

Fill in fields 1-3 with the details you received from the State of Vermont contact who asked you to complete this form.

1. State of Vermont Entity Requesting Photo Release

REPLY: Click or tap here to enter text.

2. State of Vermont Contact Name

REPLY: Click or tap here to enter text.

3. State of Vermont Contact Email

REPLY: Click or tap here to enter text.

Organization Information

4. Are you a professional, third party, or cooperating promotional organization?

These are defined as:

Professional (i.e., photographer or videographer)

Third party (i.e., business or individual)

Cooperating Promotional Organization (i.e., planning commission)

REPLY: Click or tap here to enter text.

5. Name of Your Organization

REPLY: Click or tap here to enter text.

6. Your Name

REPLY: Click or tap here to enter text.

7. Address

REPLY: Click or tap here to enter text.



Asset Details

8. Description of assets.

Be sure to include if the assets are photos, videos, testimonials, graphics, or other content.

REPLY: Click or tap here to enter text.

9. Do any of the assets supplied have pre-established captions and alternative text that the State should use? Or have any of the individuals featured provided you with a self-description.

Optional: Please provide a self-description. The State will make a reasonable effort to keep your description with the assets you have supplied.

Examples of items to include are gender, cis/trans, age, disability/neurodivergence, race/ethnicity, skin color, hair color, height, clothes/accessories, etc.

Self-Description Example: I am a pale skin woman in my late 30s. I have light blonde medium length hair and I am wearing a long sleeve grey button up shirt.

Learn more about self-description on the Fast Forward website:

[fastforward.photography/self-description-for-inclusive-meetings-developed-by-vocaleyeyes.](https://fastforward.photography/self-description-for-inclusive-meetings-developed-by-vocaleyeyes)

Please write N/A if you do not have a caption or alternative text to supply.

REPLY: Click or tap here to enter text.

Agreement

I hereby represent and warrant all of the following:

10. Check: I am the sole owner of all rights and interests in the Property and grant perpetual, non-exclusive, unrestricted, free-of-charge use to the State.

11. Check: The content, photographs and/or videos do not infringe upon any legal copyright, common law right, proprietary right, privacy right or other right whatsoever created through law, treaty or agreement.

12. Check: The content, photographs and/or videos are innocent and contain no matter contrary to law.

13. Check: The content, photographs and/or videos and such rights are in all respects free and clear of any claim or potential of right, title or interest.

14. Check: I have secured all necessary right-of-privacy release(s) from any individual appearing in the content, photos and videos and other releases from any individual whose other intellectual property (including, but not by way of limitation, artwork, trademarks and service marks) appears or otherwise exists in the photographs or videos.

15. Check: I grant free of charge, worldwide irrevocable and perpetual permission in respect to photographic/video images and content/testimonials/quotes to use,



reuse, publish, and re-publish the same in whole or in part, individually or in any and all media now and in the future, and for any state government purposes whatsoever, for illustration, promotion, art, editorial, advertising, and trade, or any other purpose whatsoever without restriction to alteration.

- 16. Check:** All such releases described above, are attached to this agreement and incorporated within it.
- 17. Check:** I have not and shall not make any commitment inconsistent with the terms of this Agreement.
- 18. Check:** I understand the State is not able to supply any attribution for the assets I have provided.
- 19. Check:** I hereby represent and warrant I am 18 years of age or older and I have the right, power, legal capacity, requisite authority to enter into this Agreement and convey the rights herein granted to the State.

Signature

I (hereinbefore “Party”) grant the State of Vermont, State Entity identified above and its representatives/employees all right, title and interest in the above described intellectual property in the form of written content, videos, and photographic images, including testimonials and quotations (hereinbefore “Property”), under the terms and conditions set forth above.

This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by the State or the Party in connection with this Agreement shall be brought in the Superior Court, Civil Division, Washington Unit.

1. The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.
2. The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement. Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third



party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

3. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

I understand and agree this Authorization and Release shall also apply to the heirs, legal representatives, licensees, and assigns of the photographer/videographer of the images, as well as the person(s) for whom the pictures/videos were taken.

Your typed name will serve as your electronic signature. **If you're filling out a hard copy of this form, provide your printed name in addition to signing the form.**

20. Signature

REPLY: Click or tap here to enter text.

21. Email

REPLY: Click or tap here to enter text.

22. Phone

REPLY: Click or tap here to enter text.

23. Date Completed

REPLY: Click or tap here to enter text.

Photo and Video Release Form for Individuals

Official State of Vermont Release Form

Fill out this release form if you are participating in a photo or video shoot for the State or appear in a photo or video to be used by the State of Vermont. A Release Form for Individuals should be obtained for any individual who is identifiable (could be recognized) within an image.

If you are a minor under the age of 18, your parent or legal guardian must complete this form.

Event Details

Fill in fields 1-5 with the details you received from the State of Vermont contact who asked you to complete this form.

1. Event Name/Location/Venue

Please provide some context of when and where these photos were taken, including specific date and location.

REPLY: Click or tap here to enter text.

2. Photographer/Videographer Name

REPLY: Click or tap here to enter text.

3. State of Vermont Entity Requesting Photo Release

REPLY: Click or tap here to enter text.

4. State of Vermont Contact Name

REPLY: Click or tap here to enter text.

5. State of Vermont Contact Email

REPLY: Click or tap here to enter text.

Individual Information

Enter the details for the person who is in the photos or videos.

6. Your Name

REPLY: Click or tap here to enter text.

7. State and Town of Residence

REPLY: Click or tap here to enter text.

8. Is the individual in the photo or video 18 or older?

REPLY: Click or tap here to enter text.



9. If you answered no to the question above, who is providing permission by filling out this form?

Please write N/A if the individual is over 18.

REPLY: Click or tap here to enter text.

10. How do you self-describe? This is for captions and alternative text.

Optional: Please provide a self-description. The State will make a reasonable effort to keep your description with the photos you are in.

Examples of items to include are gender, cis/trans, age, disability/neurodivergence, race/ethnicity, skin color, hair color, height, clothes/accessories, etc.

Self-Description Example: I am a pale skin woman in my late 30s. I have light blonde medium length hair and I am wearing a long sleeve grey button up shirt.

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Please write N/A if you choose not to self-describe.

REPLY: Click or tap here to enter text.

Agreement

11. Check: I authorize the photographer named above to take photos and/or videos of me and/or minor.

12. Check: I agree to grant perpetual, non-exclusive, unrestricted, free-of-charge use to the State for the photos and/or videos taken of me and/or minor on this date.

13. Check: I allow the State of Vermont to use, edit, copy, publish, republish, and distribute these photos and/or videos for art, promotion, advertising, trade, or any other purpose for the State of Vermont.

14. Check: I waive any right to review or approve the finished photos or videos that I and/or my minor appears in.

15. Check: I release the State of Vermont from all and any claims and demands relating to the use of these photographs or videos consistent with this release. This includes claims of false statements (libel) and invasion of privacy.

16. Check: I waive any right to royalties or other compensation related to these photos and/or videos.

17. Check: I am at least 18 years of age, or, if the individual identified above is under 18 years of age, I am their parent or legal guardian.



Signature

Sign below to confirm you agree to all statements above, and that you have read this release and approve of its terms.

If the individual identified above is under 18 years of age, I am providing my consent as the parent or legal guardian as evidenced by my signature below.

Your typed name will serve as your electronic signature. **If you're filling out a hard copy of this form, provide your printed name in addition to signing the form.**

18. Signature

REPLY: Click or tap here to enter text.

19. Email

REPLY: Click or tap here to enter text.

20. Phone

REPLY: Click or tap here to enter text.

21. Date Completed

REPLY: Click or tap here to enter text.