

with



PROJECT PROPOSAL: 2 X 2:00 COMPANY PROFILE

VIDEOS

CLIENT: WARREN COUNTY CAREER CENTER

DELIVERED ON: FEBRUARY 26, 2024

SUBMITTED BY: JOE SERKOCH

OVERVIEW & BACKGROUND

Orionvega LLC is an award-winning video production company based in Pittsburgh, PA. We've been in business since 2008. Our work comes in all sizes, from single-camera executive interviews to large-crew, multi-city productions. Our clients range from not-for-profits to small manufacturers to multinational corporations and their agencies. They count on us to design compelling videos for their web sites, mobile phones and trade show screens. We start by telling a good story, and thereby help our clients promote their organizations, launch products, shape culture, recruit and train employees, educate customers and raise money. As a group, Orionvega has won many major awards including multiple Emmys, multiple Silver and Bronze Tellys, Gold Aster, and a Gold Award from the Houston International Film Festival. We shoot and edit in state-of-the-art Ultra High Definition, also called 4K, which allows for the extraction of high-quality stills.

OUR PHILOSOPHY IS SIMPLE: STAY LEAN AND TRANSPARENT, WORK QUICKLY AND EFFICIENTLY, TREAT OUR CLIENTS AS WE WOULD LIKE TO BE TREATED, HAVE FUN, AND DELIVER A GREAT PRODUCT.

Over the years, we've had the privilege of working for some amazing and talented folks, including:

AMERICAN CHRONIC PAIN ASSOCIATION FILWOOD GROUP

AMERICAN EAGLE OUTFITTERS MSA

ANNIF I FIBOVIT7 STUDIO OGII VY AND MATHER

CALVIN KLEIN PPG

CARNEGIE SCIENCE CENTER PITTSBURGH PARKS CONSERVANCY

EATON CORPORATION SHOWCLIX

Learn more about us, on our web site: OrionvegaMedia.com

OUR TEAM



JOE SERKOCH
Producer / Director

Joe is a founder of Orionvega, & has produced highly-visible projects. Joe holds a BFA in Film Production with a minor in Broadcast Journalism, & has been working in the field since 2000. Joe's passion for planning and logistics makes him, as one client put, "a Swiss-army-knife... who will do everything to make sure your production is a success."



CHRIS DELP

Editor & Motion Graphics Artist

Chris has been with Orionvega since 2010. Chris holds a BFA in Digital Media Production. He has a passion for video editing, and keeps up to date with the newest technologies, techniques, and visual trends. He is experienced with both Final Cut and Adobe Creative Suite in addition to DaVinci Resolve and those programs' supporting plugins.



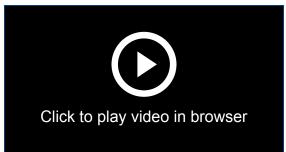
LAUREN DEMICHIEIDirector of Operations

Lauren is a founder of Orionvega, and began designing media and websites for OV clients after a freelance web and design career.

Today, she ensures that no detail is overlooked with the day-to-day as the Director of Operations. She manages the billing, insurances, reporting, and OV marketing initiatives.

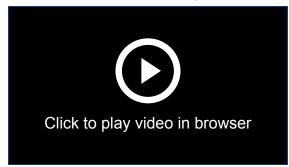
PRODUCTION SAMPLES

KASTO - CORPORATE IDENTITY VIDEO



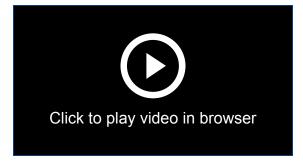
Kasto is a leading global supplier of industrial saws and automated storage solutions. This corporate identity video was produced for Kasto launched the company announced a North American sales and service headquarters.

ELWOOD GROUP - WORK HARD, CARE HARDER



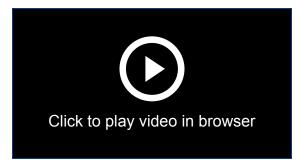
The Elwood group owns a number of steel and aluminum plants in Western Pennsylvania, Ohio, Illinois and Texas. In an effort to bolster new employee recruitment, Elwood produced a series of employee profile videos to show potential new hires what a career at Elwood would look like.

STEEL CENTER CTC - A PATHWAY TO SUCCESS



Promotional video for Steel Center Career and Technical Center in Western Pennsylvania. The purpose is to educate students and parents on the ever changing workforce landscape and how students can best prepare for success.

CENTRAL PENNSYLVANIA WORKFORCE DEVELOPMENT - POULTRY FARMING IN WESTERN PA



Orionvega produced a series of videos to highlight industries on the rise in Central Pennsylvania. This video focuses on the farmers and feed suppliers that drive the poultry industry of Pennsylvania and what makes Central PA the perfect region for growth in this industry.

PRODUCTION APPROACH

ORIONVEGA'S APPROACH FOR VIDEO PRODUCTION CAN BE BROKEN DOWN INTO TWO PHASES, THE PROPOSAL PHASE AND THE PRODUCTION PHASE.

PROPOSAL PHASE

In the Proposal Phase, we begin with a client meeting, either in person or by phone when a face-to-face meeting isn't practical. In the client meeting we discuss different ideas and methods in order to arrive at a solution that meets different production and budget needs. When we have a firm grasp on the task at hand, we develop a written proposal that includes an overview of the project, a description of our methodology, a production schedule, and a line-item budget based on our previous discussions. Any questions or concerns are discussed and necessary adjustments are made, after which the proposal is approved and signed by the client and production begins.

PRE-PRODUCTION

Laying the right groundwork is essential to developing a great video. Pre-production is where we figure out the best game plan for your video project. We decide on the video concept, the look/feel and style, we write the script, decide on filming locations, and lock down the details with how the actual video is going to look, sound, and perform.

This proposal includes 2 scripts being developed by a contracted scriptwiter.

A kickoff and content development meeting will take place between the client, Joe Serkoch (producer) and the scriptwriter. During this kickoff meeting we will gather all information needed to develop the scripts, discuss logistics for the shoot dates and answer any questions. A 2nd meeting will scheduled to discuss the developed scripts and collect feedback needed to finalize all content. Shoot dates will be scheduled and we will move into production.

PRODUCTION

We're rolling! Your video will be filmed over the course of 1 shooting day. How this day is scheduled and what we will film over the course of these filming day wil be determined in coordination with the client. Each filming day lasts 10 hours maximum.

POST-RODUCTION

If production is putting all the ingredients together to bake the cake from the recipe developed in preproduction, then post-production is putting the icing on that cake and making it look and sound irresistibly delicious.

Before any editing begins, a nation wide casting call for voiceovers will take place. Based on your feedback we will specifically search for a voice that fits the style, age, gender and level of delivery you wish. After listening to all applicants, we will select the top 5 to 8 voices that we feel "hit the mark" and send them to you for selection. Once selected, the VoiceOver will be recorded and sent to our post production suite for editing.

Our editorial post-production team kicks into gear and cuts together your story. Color-correction, audio editing, adding music, creating graphics and animations, makes sure your video looks exactly like we planned in pre-production. It's at this stage that you'll see the first cut.

FINAL REVISIONS

Once you've seen the first cut, you'll have a chance to share your thoughts and feedback with us. There is one round of revisions allowed at this stage, within reasonable expectations and within the scope of the original video concept. Keep in mind, the pre-production process and previous approval milestones limit the changes typically made, at this point in the process.

OUTPUT

With the final cut complete and your approval signed-off, we create high quality files of your video that can be used for a variety of formats, be it for the web, screen presentation or broadcast television.

FOOTAGE/IMAGE RIGHTS

The client retains rights and ownership to the edited videos, upon receipt of final payment. Any stock photo or video rights are transferred to the client, upon final payment. The raw footage is archived with redundant backup at Orionvega for a period of 5 years with payment of the Master Archive fee. If you wish to take the raw footage, you may do so for an additional cost. These additional costs include our hourly edit suite rate for the time required to organize and transfer the footage. External hard drive and the shipping or delivery charges are also calculated. Additional processing of your footage (file conversion, coloring, etc.) will be provided at normal hourly rates depending upon your needs.

TIMEFRAME

TO COMPLETE THE WORK OUTLINED IN THE PRODUCTION APPROACH, WE'LL NEED APPROXIMATELY 8 WEEKS FROM BEGINNING TO END, DEPENDING ON WHEN WE RECEIVE FEEDBACK AT EACH MILESTONE. UPON SIGNING THE PROPOSAL WE ARE PREPARED TO START WORK IMMEDIATELY.

PHASE	WEEK
Pre-Production - Script Writing/Development	1-4
Location Production Services	5
Voiceover Auditions, Casting, Recording	6
Post Production - First Cut	7
Post- Production - Revisions/Final Cut	8

YOUR INVESTMENT

Below is a Simplified Video Production Estimate, for your convenience. We've estimated based on the Scope of Services outlined earlier in this proposal. If you have any questions about specific pricing line-items or would like to see more detail, refer to the last page this proposal: Video Production Estimate Worksheet. Do you need to increase or decrease this scope of work? Please let us know.

SIMPLIFIED VIDEO PRODUCTION ESTIMATE

DESCRIPTION	PRICE
Pre-Production: Producer - Project management, Administration, & Shoot Prep	\$640
Pre-Production: Scriptwriting	\$1,500
Production : Crew - Producer, Camera/Gaffer/DroneOp	\$1,400
Production : Equipment - Cameras, Lighting, Audio Gear, Drone	\$850
Post-Production: Edit Supervision, Capturing, Logging, Editing, Coloring, Motion Graphics, Audio Post	\$4,225
Assets: Talent - On-Camera Narrator, Actors, Agency Booking Fees	\$720
Assets: Music - Search & Licensing	\$100
Materials & Miscellaneous : Travel	\$366
Materials & Miscellaneous : Archiving of Master Files / Production Insurance	\$300
SUBTOTAL	\$10,101
(7%)	+\$707.07
TOTAL	\$10,808.07

STATEMENT OF WORK & CONTRACT

Date: February 26, 2024

Between "Company", Orionvega, LLC, and "Client", Warren County Career Center

Warren County Career Center, located at 347 E 5th Ave are hiring Orionvega, LLC located at 502 Avery Street, Pittsburgh, PA 15212 2 \times 2:00 Company Profile Videos for the estimated total price of \$10,101.00 as outlined in our "Scope of Services"

1.0 SERVICES RENDERED

Subject to the terms and conditions of this Agreement and at Client's request and direction, Orionvega, LLC will perform for Warren County Career Center the services described in "**Scope of Services**."

1.1 PROJECT DELAY

Company shall inform Client as soon as practical of any anticipated delays in the delivery of any deliverable or any item specifically set forth in Scope of Services and of the actions being taken to assure completion of the item. In the event that such delay is the result of any action or inaction by Client, Company will provide Client with written notice that such a delay is anticipated or has occurred, and the reason(s) for the delay relative to the action or inaction of Client.

2.0 MUTUAL COOPERATION

Each party will designate a single point of contact within its organization to manage the project described in Scope of Services (each, a "**Project Leader**"). Except as otherwise specified in a the Scope of Services, Company's Project Leader will only receive direct instructions from Client's Project Leader, but shall reasonably work with the Client's other personnel in connection with performing the Scope of Services. Company's Project Leader will provide Client's Project Leader with regular reports on the status of the services.

3.0 CHARGES FOR SERVICES PERFORMED

The Scope of Services will be performed in a timely, competent, and professional manner by qualified personnel, as outlined in this proposal.

3.1 VIDEO PRODUCTION ESTIMATE

The total budget for the project outlined in Scope of Services: \$10,101.00

Orionvega, LLC will invoice Warren County Career Center in a total of 3 installments as project milestones are completed. Installment #1 - upon approval of written scripts (Line Items fall under Pre-Production). Installment #2 - upon completion of filming (Line items fall under Location Production Services and Materials and Miscellaneous). Installment #3 - Upon approval of final edit (Line items fall under Assets and PostProduction Services). Please refer to the line itemed budget on the final page of this proposal for details.

Warren County Career Center will supply Orionvega, LLC with all necessary purchase order numbers and other internal information required for invoice processing, at the time of this signed contract agreement.

3.2 CHANGE ORDERS

Unless otherwise specified in the Scope of Services, Warren County Career Center may request that revisions be made with respect to the services or deliverables set forth in the Scope of Services (each, a "Change Order"). If a Change Order recites revisions that (a) changes personnel allocated to the project or (b) materially increases the scope of the services or the effort required to deliver deliverables under the Scope of Services, then Orionvega, LLC will deliver to Warren County Career Center a written, revised Scope of Services and Video Estimate, that will apply to the implementation of the revisions. If Client approves the revised Scope of Services, then the parties will execute it, and upon execution, the revised Scope of Services will supersede the then-existing Scope of Services.

3.3 CLIENT AGREEMENT TO PAY

You agree to pay the initial deposit invoice upon receipt within 30 days, which will act as a deposit for the project. Every invoice after that, will have the same NET-30 payment terms. In the event payment is not made within 30 days, Orionvega, LLC may elect to charge a late payment fee of 1% per month on any overdue and unpaid balance not in dispute, to cover the manpower, interest, and other costs Orionvega, LLC pays for carrying overdue invoices from Warren County Career Center. In addition, Orionvega, LLC reserves the right to stop work until payment is received.

3.4 COLLECTION COSTS

Client shall pay all Company costs of collection and enforcement of this Agreement when incurred, including, without limitation, reasonable attorneys' fees, costs and expenses incurred before, after or in connection with any failure by Client to pay any undisputed amounts due.

4.0 CANCELLATION OF PLANS

Client has the right to modify, reject, cancel or stop any and all plans or work in process. However, Client agree to reimburse Company for all costs and expenses incurred prior to the Change Order, and which relate to non-cancelable commitments, and to defend, indemnify and hold Company harmless for any liability relating to such action. Company agrees to use reasonable efforts to minimize such costs and expenses.

5.0 RESPONSIBILITIES OF COMPANY AND CLIENT

5.1 ORIONVEGA, LLC'S RESPONSIBILITY FOR RELEASES

We shall obtain releases, licenses, permits or other authorization to use testimonials, copyrighted materials, photographs, art work or any other property or rights belonging to third parties obtained by us for use in performing services for you (If applicable).

5.2 WARREN COUNTY CAREER CENTER'S RESPONSIBILITY FOR RELEASES

You guarantee that all elements of text, images, or other artwork you provide are either owned by your good selves, or that you have permission to use them.

Then when your final payment has cleared, copyright will be automatically assigned as follows:

You'll own the visual elements that we create for this project. We'll give you source files and finished files and you should keep them somewhere safe as we're not required to keep a copy. You own all elements of text, images and data you provided, unless someone else owns them.

We'll own the unique combination of these elements that constitutes a complete design and we'll license that to you, exclusively and in perpetuity for this project only, unless we agree otherwise. We can provide a separate estimate for that.

5.3 WARREN COUNTY CAREER CENTER'S RESPONSIBILITY FOR ACCURACY

You shall be responsible for the accuracy, completeness and propriety of information concerning your products and services which you furnish to us verbally or in writing in connection with the performance of this Agreement.

6.0 CONFIDENTIALITY

Orionvega, LLC acknowledges its responsibility, both during and after the term of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary or confidential information or data developed by Orionvega, LLC on behalf of Warren County Career Center or disclosed by Warren County Career Center to Orionvega, LLC.

7.0 TERM AND TERMINATION

Period of Agreement and Notice of Termination

This Agreement shall become effective as of DATE HERE and shall continue until terminated by either

This Agreement shall become effective as of DATE HERE and shall continue until terminated by either party upon not less than 60 days' notice in writing given by either party to the other.

7.1 TERMINATION FOR CAUSE

Either party to this Agreement may terminate the Agreement if the other party defaults in the performance of any of its material duties and obligations and the default is not cured within thirty (30) days of the receipt of notice of said default, or if the default is not reasonably curable within said period of time, unless the defaulting party commences cure within said period of time and diligently proceeds to cure the default.

In addition, either party may immediately terminate this Agreement by giving written notice to the other party if the other party is insolvent or has a petition brought by or against it under the insolvency laws of any jurisdiction, if the other party makes an assignment for the benefit of creditors, if a trustee, or similar agent is appointed with respect to any property or business of the other party, or in the case of the Client, if the Client materially breaches its obligations to make payment pursuant to this Agreement.

7.2 PAYMENT FOR NON-CANCELABLE MATERIALS?

Any non-cancelable materials, services, etc., we have properly committed ourselves to purchase for your account, (either specifically or as part of a plan such as modules, photography and/or external services) shall be paid for by you, in accordance with the provisions of this Agreement. We agree to use our best efforts to minimize such liabilities immediately upon written notification from you. We will provide written proof, upon request of the Warren County Career Center, that any such materials and services, are non cancelable.

7.3 MATERIALS UNPAID FOR

If upon termination there exist any materials furnished by us or any services performed by us for which you have not paid us in full, until such time as you have paid us in full you agree not to use any such materials, in whole or in part, or the product of such services.

7.4 TRANSFER OF MATERIALS

Upon termination of this agreement, provided that there is no outstanding indebtedness then owing by Warren County Career Center to Orionvega, LLC, Orionvega, LLC shall transfer, assign and make available to Warren County Career Center all property and materials in its possession or control belonging to Warren County Career Center. Warren County Career Center agrees to pay for all costs associated with the transfer of materials.

8.0 GENERAL PROVISIONS

8.1 GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Pennsylvania.

8.2 REPRESENTATIONS AND WARRANTIES

The parties each individually represent and warrant that each has full power and authority to enter into this Agreement and to perform all of their obligations hereunder without violating the legal or equitable rights of any third party.

8.3 ENTIRE AGREEMENT

Except as otherwise set forth or referred to in this Agreement, this Agreement constitutes the sole and entire Agreement and understanding between the parties hereto as to the subject matter hereof, and supersedes all prior discussions, agreements and understandings of every kind and nature between them as to such subject matter.

8.4 FORCE MAJEURE

Company shall not be liable for any failure to perform its obligations under this Agreement if such failure arises, directly or indirectly, out of any acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Company's possession or reasonable control (including, but not limited to, delays or destruction of electronic data or information resulting from failures of hard drives, storage disks, thumb drives or other such digital media memory cards on which such information was held), denial of service attacks, incompatibility of Client's equipment or software with Company's equipment or software, acts or omissions of vendors or suppliers, transportation and telecommunications difficulties.

Each party will not be liable to the other party for consequential, incidental, special, punitive, or exemplary damages arising out of or related to the transaction contemplated under this agreement, including but not limited to lost profits or loss of business, even if a party is apprise of the likelihood of such damages occurring.

8.5 SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. In such instance, this Agreement will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement will remain in full force and effect.

9.1 STATE GRANT FUNDS

Because state grant dollars will be used by the Client for the purchase, the following provisions shall also apply:

- A. Company agrees to cooperate fully with the Client to ensure compliance with all grant conditions and requirements and to take any actions that are deemed necessary by the Client to meet all conditions and requirements associated with the grant, the grant application/proposal, the grant award, the Pennsylvania Manufacturing Training-to-Career Program Grant Contract (Contract No: C000083319), and the Client's applicable policies and procedures.
- B. Company shall not discriminate on the basis of race, creed, color, g ender, gender identity, sexual orientation, national origin, ancestry, or handicap/disability.
- C. Company agrees to comply with all applicable laws and regulations, including but not limited to, and any applicable law or regulation peliaining to nondiscrimination, the Pennsylvania Manufacturing Training-to-Career Program Grant, and/or the Pennsylvania Manufacturing Training-to-Career Program Grant Contract.

JAMES EVERS, TO ACCEPT THIS CONTRACT, CLICK THE ACCEPT BUTTON AND SIGN AT THE PROMPT.
YOU WILL BE EMAILED A COPY FOR YOUR RECORDS

NEXT STEPS

- 1. Please read the contract on the previous page to make sure you understand all the details involved with us working together. It's really important to us that everything is transparent and understood from the beginning so that we lay a solid foundation for a great working relationship.
- 2. If you have any questions at all, please let us know. We're happy to clarify any points and there may be some items that we can sort out together. We're committed to finding the best way to work together.
- 3. Once you feel confident about everything and are ready to move forward, please click the 'sign here' button below.
- 4. Sign in the box that pops up to make the acceptance official.
- 5. Once we receive notification of your acceptance, we'll contact you shortly to sort out next steps and get the project rolling.
- 6. We'll email you a separate copy of the signed contract for your records.
- 7. If you'd like to speak to us by phone, don't hesitate to call 412-428-9501 x2

SIGNATURE Joe Serkoch	
Joe Serkoch	
Producer	
WARREN COUNTY SCHOOL DISTRICT	WARREN COUNTY CAREER CENTER
	`
Paul J. Mangione,	Paul J. Mangione
President, Board of School Directors	President, Board of School Directors
ATTEST:	ATTEST:
Taylor Trisket,	Taylor Trisket,
Secretary, Board of School Directors	Secretary, Board of School Directors

ORIONVEGA

Video Production Estimate

CLIENT Warren County Career Center

Total Production Estimate before Tax:

PROJECT 2 x Promotional Videos

FORMAT HD Digital Files

LENGTH 2 Min each

office 412 428 9501 facsimile 412 246 7230

web www.OrionvegaMedia.com 502 Avery Street, Pittsburgh, PA 15212

CONTACT Cathie Cummings PHONE 814-726-1260 x3533

EMAIL <u>CummingsCM@wcsdpa.org</u>

\$10,101

DATE 26-Jan-23

Pre-Production Services Producer: Shoot Prep & Scheduling, Project Management Scriptwriter 2 Minute Video Script	guantity	<u>unit</u>	total
	8 Hours	\$80	\$640
	2 Scripts	\$750	\$1,500
Location Production Services Producer/DP Producer/DF Travel Day Canon C70 Camera Body Camera Support Canon RF Lens Package Aputure 600x Pro DIT Computer / Media	1 Day	\$800	\$800
	1 Day	\$600	\$600
	1 Day	\$300	\$300
	1 Day	\$75	\$75
	1 Day	\$225	\$225
	1 Day	\$150	\$150
	1 Day	\$100	\$100
Assets Music Library License Fee - Royalty Free Announcer Voiceover	1 Cut	\$100	\$100
	2 reads	\$360	\$720
Post-Production Services Transcoding / logging Final Cut Edit Suite: editing Final Cut Suite: motion graphics Divinci Resolve Color Suite Audio Post Encoding / Exporting of final file(s)	4 Hours	\$25	\$100
	16 Hours	\$125	\$2,000
	8 Hours	\$150	\$1,200
	6 Hours	\$75	\$450
	6 Hours	\$75	\$450
	1 Hour	\$25	\$25
Materials and Miscellaneous Production Insurance Mileage Hotel Archiving of Master Files	285 Miles	67 Cents	\$100 \$191 \$175 \$200