



STANDARD CONTRACT

Contract Number: RU21037

This contract entered into this 16th day of February 2021, by **Photo Specialties, Inc.**, located at 130 Stancell Drive, Chapel Hill, NC, 27517, hereinafter called the “Contractor” and Commonwealth of Virginia, **Radford University**, called the “Purchasing Agency or Radford University”, located at 801 East Main Street, Radford, VA. 24142.”

1. **WITNESSETH** that the Contractor and Radford University, in consideration of the mutual covenants, promises and agreements contained, agree as follows:
2. **SCOPE OF CONTRACT:** The Contractor shall provide Graduation Photography Services to Radford University as set forth in the Contract Documents.
3. **TERM OF CONTRACT:** From February 16, 2021 through February 15, 2026.
4. **THE CONTRACT DOCUMENTS SHALL CONSIST OF:**

This signed Radford University Standard Contract. Document;

Radford University’s Request for Proposal (RFP) R21-001 dated August 1, 2020, Addendum No. 1 dated August 17, 2020, General Terms and Conditions incorporated by a clickable link have been printed and added to this section;

Contractor’s Proposal signed and dated August 1, 2020, Addendum No. 1 signed and dated August 1, 2020;

Negotiation Summation: Negotiation Points with Photo Specialties, Inc. signed and dated January 21, 2021.

5. **FINANCIAL CONSIDERATIONS:**

Picture/Package Price List:

Picture(s) Size:	Unit	Photo Specialties, Inc.’s Pricing
8” x 10”	Each	\$10.00
5” x 7”	Each	\$ 5.25
Wallet Size – 1 Sheet	Each	\$12.00
Wallet Size – 6+ Sheets	Each	\$ 8.33
3” x 5”	Each	\$ 5.25
4” x 6”	Each	\$ 5.25
(1) 5” x 7”	Each	\$ 5.25
(4) 5” x 7”	Set	\$19.95
(15) 5” x 7”	Set	\$51.35
10” x 14”	Each	\$24.00

Packages:		
(1) 8" x 10", (4) 5" x 7"	Package	\$28.95
(2) 8" x 10", (2) 5" x 7" & (8) Wallets	Package	\$39.95
Digital/Specialty Products:		
High Res Digital Image	Each	\$39.95
High Res Digital Image – 2+ Images		\$75.00
Commencement Plaque	Each	\$49.95
5" x 7" Overview Photograph	Each	\$7.00
5" x 7" Tassel Frame	Each	\$39.95
8" x 10" Premium Canvas Frame	Each	\$59.95
Optional Services:		
Green Screen		No charge –space requirements must be met
All Available Digital Images w/ Green Screen Option		\$99.00
Shipping:		
Photo Specialties has a flat \$3.95 shipping charge for all print photographs shipped domestically, regardless of the quantity. For plaques, frames, and canvas frames, there is an \$11 shipping charge. High resolution digital images are sent via the Internet, and therefore have no associated shipping or handling costs.		

Reporting Details:

Photo Specialties, Inc. submits semi-annual reporting to Radford University of overall spend by entities that access this contract.

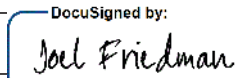
Photo Specialties, Inc. submits semi-annual reporting to Radford University for their overall spend.

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

CONTRACTOR: PHOTO SPECIALTIES, INC.

Print Name: Joel Friedman

Title: President/Owner

Signature: 

Date: 2/5/2021 | 2:20 PM EST

RADFORD UNIVERSITY

Print Name: Debbie Dove CPPB CUPO

Title: Senior Contract Officer

Signature: 

Date: 2/5/2021 | 2:40 PM EST

Attachment A:

**Radford University's
Request for Proposal (RFP) R21-001 dated June 24, 2020**

Addendum No. 1 dated July 17, 2020

**Radford University Mandatory
General Terms and Conditions**

RADFORD UNIVERSITY

**PROCUREMENT AND CONTRACTS
PO BOX 6885
501 STOCKTON STREET
RADFORD, VA 24142**

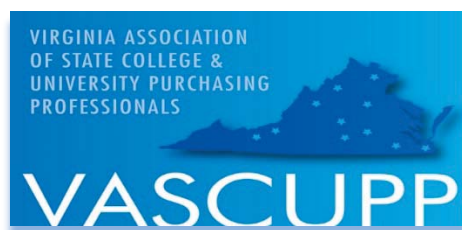
REQUEST FOR PROPOSAL

R21-001

TITLE

Graduation Photography Services

JUNE 24, 2020



RADFORD UNIVERSITY IS A PROUD MEMBER OF VASCUPP



**REQUEST FOR PROPOSAL
RFP # R21-001**

ISSUE DATE: June 24, 2020

TITLE: Graduation Photography Services

ISSUING AGENCY: **RADFORD UNIVERSITY**
Procurement and Contracts
David E. Armstrong Complex, 501 Stockton St.
Post Office Box 6885
Radford, VA 24142-6885

PERIOD OF CONTRACT: Upon execution of contract through January 19, 2022 with four (4) one-year renewal options **or as negotiated.**

PROPOSALS DUE DATE/TIME: Proposals will be received until **Wednesday, August 5, 2020, at 3:00 PM.** Failure to submit proposals to the correct location by the designated date and hour will result in disqualification. Procurement and Contracts mailing address is as follows:

If Mailing:
RADFORD UNIVERSITY
Procurement and Contracts Department
Post Office Box 6885
Radford, Virginia 24142

If Courier Delivery:
RADFORD UNIVERSITY
Procurement and Contracts
David E. Armstrong Complex
501 Stockton Street
Radford, Virginia 24142

PROPOSAL SUBMISSION: Bids or Proposals may NOT be hand-delivered to the Procurement Office.

Due to the COVID-19 Emergency Declaration, Radford University will accept electronic submission of proposals. All submissions should be submitted to ruprocure@radford.edu with the **RFP number, due date** and **time** in the **subject line** of the **email**.

Radford University will not confirm receipt of proposals. It is the responsibility of the proposers to ensure their proposals are delivered on time. If submitting electronically, delivery confirmation is recommended from the proposer's email system.

If submitting electronically, proposals and all attachments **CANNOT** exceed **25 MB** to avoid delivery issues through email servers. Proposers should email the buyer listed in this solicitation to notify buyer of electronic submission.

QUESTIONS/INQUIRIES: All inquiries concerning this solicitation should be submitted in writing via email, citing the particular RFP section and paragraph number to: Debbie Dove at ddove1@radford.edu. **Inquiries must be submitted by Monday, July 13, 2020 at 3:00 PM.** Inquiries will be answered in the way of an addendum posted on the eVA website.

PUBLIC POSTING: Reference section 2) D) 1 – *Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendors* **VASCUPP** Public notices shall be published on the Department of General Services central

electronic procurement website, eVA (<http://eva.virginia.gov>), under Sourcing and Contracting on the eVA home page. This is the only electronic source used by Radford University's Procurement and Contracts Department to electronically post the RFP document and subsequent Addenda.

LATE PROPOSALS: To be considered for selection, proposals must be received by Procurement and Contracts by the designated date and hour. The official time used in the receipt of proposal is that time on the **automatic time stamp machine** in the Procurement and Contracts Department. Proposals received in the Procurement and Contracts Department **after** the date and hour designated are automatically disqualified and will not be considered. Procurement and Contracts **is not responsible** for delays in the delivery of mail by the U.S. Postal Office, private couriers, or the interuniversity mail system. It is the **sole responsibility of the Offeror** to ensure that its proposal reaches the Procurement and Contracts Department by the designated date and hour.

If using U.S.P.S. for delivery of proposals, note that all U.S.P.S. is delivered to a centralized post office on campus and not delivered directly to the Procurement office. It is the proposer's responsibility to ensure proposals are received before the due date posted on this solicitation.

NOTE: Proposal receipt scheduled during a period of **suspended state business operations** will be rescheduled for processing at the same time on the next regularly scheduled business day.

UNIVERSITY CLOSINGS: If the University is closed as a result of an act of God or an emergency situation, the University's website shall post notices of said closings. It is the **responsibility of the Offeror** to check the website at www.radford.edu for said notices. If the University is closed on the day proposals are due they will be accepted the same time the next scheduled business day the University is open. If the University is closed on the day of the scheduled pre-proposal conference a written addendum will be issued to officially reschedule the conference.

In compliance with this Request for Proposal and to all conditions imposed therein, the undersigned offers and agrees to furnish the goods/services described at the prices indicated in **Attachment [G] – Financial Proposal**.

Legal Name and Address of Firm (Type or Print):

Name:	Date:	
Street:	Signature:	
PO Box:	Print Name:	
City/State/Zip:	Title:	
FEI/FIN/SS No.:	Telephone:	
eVA Vendor ID No.:	Fax:	Email:
Check all that apply: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Individual		
Department of Small Business and Supplier Diversity (DSBSD) Certification No. _____ and Expiration Date: _____		
Certification Category: <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Minority-Owned <input type="checkbox"/> Small Business. Go to www.sbsd.virginia.gov for additional information.		
eVA Virginia's eProcurement Portal Registered: Yes <input type="checkbox"/> - eVA Vendor ID# _____		
Commonwealth of Virginia State Corporation Commission registration number: _____		

Note: This public body does not discriminate against faith-based organizations in accordance with §36 of the Governing Rules or against a bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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RFP R21-001 – Graduation Photography Services

I. PURPOSE

The intent and purpose of this Request for Proposals (RFP) is to solicit sealed proposals from qualified sources to establish contract(s) through competitive negotiations for Graduation Photography Services at Radford University's Main Campus located at 801 East Main Street, Radford, Virginia 24142 and our off-site campus, Radford University Carilion (RUC) located at 101 Elm Avenue, SE Roanoke, Virginia 24013, (hereinafter referred to as "RU", or "the University"), an agency of the Commonwealth of Virginia. Radford University reserves the right to make multiple contract awards.

II. BACKGROUND**A. University Background:**

Radford University is a comprehensive public university of 11,870 students that has received national recognition for many of its undergraduate and graduate academic programs, as well as its sustainability initiatives. Radford University serves the Commonwealth of Virginia and the nation through a wide range of academic, cultural, human service and research programs. Well known for its strong faculty/student bonds, innovative use of technology in the learning environment and vibrant student life on a beautiful 204-acre American classical campus, Radford University offers students many opportunities to get involved and succeed in and out of the classroom. The University offers 76 bachelor's degree programs in 47 disciplines, three associate degrees, and six certificates at the undergraduate level; 27 master's programs in 22 disciplines and six doctoral programs at the graduate level; and 14 post-baccalaureate certificates and one post-master's certificate. A Division I member of the NCAA and Big South Conference, Radford University competes in 16 men's and women's varsity athletics. With over 300 clubs and organizations, Radford University offers many opportunities for student engagement, leadership development and community service. In addition to robust academic offerings and engaging student experiences on the main campus located in Radford, Virginia, Radford University also offers a clinical-based educational experience for more than 1,000 students living and learning in Roanoke, Virginia as part of Radford University Carilion, a public-private partnership focused on the cutting-edge delivery of health sciences programming, outreach and service.

B. Specific Background:

The average number of degrees awarded during the Spring Sessions from 2015 to 2019 was 1,987. Radford University celebrates commencement in May and December of each year. In May, there is one commencement ceremony held at Radford University Carilion in Roanoke, Virginia. A hooding ceremony and one main ceremony for undergraduates is held in Radford, Virginia on our main campus. In December, there is one commencement ceremony held at Radford University Carilion in Roanoke and a hooding ceremony and two undergraduate ceremonies held on the main campus at Radford University in Radford, Virginia.

III. CONTRACT PARTICIPATION

Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (copy available at [VASCUPP](#) web site). The intent of this solicitation and resulting contracts is to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions or lead issuing institution's affiliated corporations may access any resulting contract if authorized by the contractor. Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) may be extended to the entities

indicated above to purchase at contract prices in accordance with the contract terms. The Contractor shall notify the lead-issuing institution in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from Radford University. Radford University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that Radford University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Please refer to Attachment H, Zone Map, if the offeror wishes to submit a separate pricing structure based on approved zones for cooperative institutions. If no other prices are offered, pricing provided will apply to all zones in the Commonwealth. If you wish to provide pricing for a zone other than which this solicitation originated, please indicate you are doing so in the response. If you anticipate pricing differentials for different zones, separate pricing structures must be submitted for each zone that includes appropriate for pricing that zone.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as the need may be. Please contact the buyer for additional information.

IV. **CONTRACT ADMINISTRATION:** Radford University assigns “Contract Administrators” to each contract awarded. The Contract Administrator shall be the initial point of contact for the Contractor. Contract Administrators are charged with ensuring the terms and conditions of the contract are followed, payments are made in accordance to the contractual pricing schedule, and reporting noncompliance issues to the Procurement and Contracts Department at Radford University. Contract Administrators **do not** have the authority to authorize changes and/or modifications to the contract. Should noncompliance issues exist and cannot be resolved at this level or changes/modifications to the contract are required, the assigned Contract Officer in the Procurement and Contracts Department must be notified immediately by the Contract Administrator. The assigned Contract Administrator is the Secretary to BOV/Sr. Assistant to the President in the Office of the President.

V. **SMALL, WOMAN-OWNED AND MINORITY-OWNED (SWAM) PARTICIPATION:**

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in state procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities.

Radford University has established SWaM goals that are posted to the Procurement and Contract website. Links to the University’s SWaM initiative can be located at: [Procurement and Contracts | Radford University](#).

See **Attachment F** for information on reporting spend data with subcontractors and a SWaM Table (**Table A only**) to complete and submit in the proposal.

VI. **STATEMENT OF NEEDS**

Radford University wishes to secure the services of an experienced firm that specializes in photography for commencement ceremonies. The Contractor will be required to provide photography services at various commencement ceremonies held at Radford University and at the RUC site in Roanoke, Virginia. The Contractor shall work independently to furnish all equipment, labor, materials, Certificate of Insurance, supervision,

transportation and incidentals required for the completion of work necessary to provide graduation photography services on the campus at Radford University and RUC site.

The Contractor shall be responsible at all times for the actions and work of its employees. The Contractor shall enforce strict discipline and good order among event personnel. Radford University reserves the right to require the Contractor to remove any employee whose behavior is deemed as unprofessional or objectionable. Dress code shall be subject to approval by Radford University. All event personnel shall be easily and clearly identified, with the Contractor's name visible at all times. Event personnel shall, upon request, present appropriate identification.

Locations of commencement ceremonies are Radford University's main campus located in Radford, Virginia and Radford University Carilion located in Roanoke, Virginia. Tentative scheduled commencement ceremonies for 2020 are November 21 -22, 2020 and includes the following:

- Main Campus Graduate Hooding Ceremony on November 21, 2020, at the Dedmon Center in Radford, Virginia with approximately 225 graduates.
- Main Campus Commencement Ceremony November 21, 2020, in the Dedmon Center with approximately 1,300 graduates.
- Radford University Carilion Commencement Ceremony (for both graduate and undergraduate students) on November 22, 2020, at the Berglund Center in Roanoke, Virginia with approximately 240 graduates.
- Additional pinning ceremonies will be scheduled for various programs.

The 2021 May ceremonies will be held in Radford, Virginia and Roanoke, Virginia.

Future commencement ceremony dates listed below are **tentative** and **subject to change**. The University reserves the right to alter these dates at its discretion.

YEAR	TENTATIVE MAY COMMENCEMENT DATES	TENTATIVE NOVEMBER/DECEMBER COMMENCEMENT DATES
2020		November 21-22
2021	May 7-8	December 11
2022	May 6-7	December 10
2023	May 5-6	December 09
2024	May 3-4	December 14
2025	May 9-10	December 13

Provide a detailed response to the following:

- A. The contractor should be on-site, set up and ready to begin at least one (1) hour prior to beginning of the commencement ceremonies.
- B. Radford University will provide graduates the Contractor's ordering information.
- C. Each graduate will be photographed twice, once on stage with the President and a second posed photo.
- D. All photographs shall be in color and represent full, high quality service.
- E. Contractor should employ top quality photographers, equipment, film, paper and processing facilities.
- F. There will be no pre-payment or obligation to purchase photographs on the part of the graduate before or after they receive their free color proof.
- G. Contractor shall have no cords, light stands, tripods or people on stage at any time. Specify the equipment, including battery powered or hand-held equipment, to be utilized during the ceremony to ensure these requirements are met.
- H. The Contractor should provide complimentary photographs of ceremony, guest speakers, etc., if requested by Radford University.

- I. The Contractor shall be flexible and allow for any changes in the ceremony format/presentation that may be required by Radford University.
- J. Contractor should ensure Radford events are given top priority when scheduling conflicts arise with other clients.
- K. Contractor should obtain feedback from graduates after ordering and report to it to the University.
- L. It is Radford's preference that students be able to return photos at their discretion with no associated fees.
- M. Include one (1) sample proof package of the photographs Radford graduates would receive. The samples should be of a college or university ceremony. The University will not return the samples.

VII. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS:

1. **RFP Responses:** In order to be considered for selection, the Offeror shall submit to the University a complete response to this RFP. Proposals shall be **electronic documents as detailed below, each containing full identical content including all attachments.**

Format: Electronic file shall be text searchable using common business software, such as Adobe, Microsoft Word and Microsoft Excel.

Media: Include all of the following:

PAPER DOCUMENTS

One (1) paper original signed document

ELECTRONIC DOCUMENTS

One (1) complete electronic proposal, inclusive of all attachments, on individual USB drive

REDACTED ELECTRONIC DOCUMENT

One (1) redacted electronic proposal on a USB drive labeled FOIA

No other distribution of the proposal shall be made by the Offeror.

VFOIA (Virginia Freedom of Information Act) – The one redacted FOIA proposal contains identical content, however it blacks out information that is personally identifiable (such as FIN) and, if applicable, any trade secrets and proprietary information for which the Offeror must invoke in writing the protections of the [Code of Virginia 2.2-4342, Public Inspection of Certain Records](#).

2. **Contact:** Communications regarding this Request for Proposal (RFP) shall be formal from the date of issue until either a Contractor has been selected or the University Procurement and Contracts Department rejects all proposals. Formal communications, including but not limited to, request for information, comments or speculations regarding this RFP to any University employee other than a Procurement and Contracts representative may result in the offending Offeror's proposal being rejected.
3. **Proposal Presentation:**
 - **Sign and Complete:** Proposals shall be signed by an authorized representative of the Offeror. **See page 3. The original proposal must be clearly marked on the outside of the proposal.** All information requested must be submitted. Failure to submit all information requested may result in the University requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the University. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation. All information requested by this Request for Proposal on the

ownership, utilization, and planned involvement of small businesses, women-owned businesses and minority-owned businesses must be submitted. See **Attachment F**. If an Offeror fails to submit all information requested, the University may require prompt submission of missing information after the receipt of proposals.

- **Concise & Clear**: Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - **Organization**: Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the attachment, paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find the RFP requirements are specifically addressed.
 - **Word Usage**: As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “must” and “shall” identify requirements whose absence will have a major impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an Offeror to satisfy a “must” or “shall” requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror's proposal.
 - **Binding, Ownership**: The original proposal and copies, if requested, should be bound or contained in a single volume where practical (ex: ring binder, spiral bound, stapled, etc.). All documentation submitted with the proposal should be contained in that single volume. Ownership of all data, materials and documentation originated and prepared for the state pursuant to the RFP shall belong exclusively to Radford University and be subject to public inspection in accordance with the Virginia Freedom of Information Act as specified in General Terms and Conditions.
 - **Legal Agreement**: Unless noted in the proposal, a signed and submitted proposal certifies that the firm’s principals or legal counsel has reviewed the Request for Proposal General Terms and Conditions and the Special Terms and Conditions and agrees that these provisions will become a part of any final agreement, and that the principals or legal counsel has reviewed and approved the firm’s entire proposal prior to submission to the University.
4. **Presentations**: Offerors who submit a proposal in response to this RFP may be invited to give a presentation of their proposal to the University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a **fact finding** and **explanation** session only and does not include negotiations. The University will schedule the Zoom teleconference for these presentations. Presentations are an option for the University and may or may not be conducted.

Radford University expects Offerors who are invited to give a presentation will utilize the person or persons who will be working on the project to conduct the presentation so quality and experience of the contractor's staff can be evaluated prior to making the selection.

B. SPECIFIC PROPOSAL REQUIREMENTS: Proposals should be as thorough as possible so that Radford University may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Complete and Sign: The return of the completed RFP inside cover sheet (See page 3) and addenda acknowledgements, if any, signed, and filled out as required.
2. Qualifications and Relevant Experience: Describe your firm's experience in providing graduation photography services by listing the names of four higher education institutions where your firm has provided similar services as directed in Attachment D. Provide an overview of how long you have been in business, detailing the names, qualifications and experience of personnel to be assigned should you be awarded a contract. Include an organizational chart, individual qualifications, experience, etc.
3. Capabilities and Capacity: Provide information detailing your capabilities and capacity to fulfill the Statement of Needs of this RFP. Describe how your firm will manage the day-of timeline and employees (photographers) needed to provide services. Describe any condition(s) that could possibly have a negative effect on the Contractor's flexibility for changes in the University's ceremony format/presentation. Include how you will ensure Radford University and Radford University Carilion (RUC) events are given top priority in case of scheduling conflicts with other clients.
4. Approach and Methodology: Describe your approach and methodology for providing the goods/services as described in Section VI Statement of Needs of this Request for Proposal. Describe your firm's Dress Code policy and include the identification process (badges/patches) on photographers that are working with the Contractor. Describe, in detail, your firm's communication plan/schedule with the University prior to and after ceremonies. Describe how your firm ensures the proofs are matched with the correct graduate, i.e., in case the graduates get out of order at commencement. Specify timeline and method for providing each graduating student with one (1) free color proof. Indicate size of proof. Describe how your firm would compensate a student if you miss their picture or if the picture is not satisfactory. Specify how much time it will take your firm to process an order and place it in the outgoing mail (*do not include the mailing time*).
5. Financial Proposal: Contractor shall not charge any sitting, additional or miscellaneous fees. Shipping and handling shall be included in the price. Provide a fee structure associated with goods and services proposed to fulfill requirements. Include detailed information that speaks to how you will invoice and process payments. Reference Attachment G - this is a template for your use. However, you can provide your own financial document(s). It should incorporate financial considerations such as labor costs, overhead, contingency budgets, etc. Include any complimentary photos or photo packages your company would be willing to provide Radford University and in what manner (*photos in album, on DVD, etc.*). Describe your firm's process and options for orders. Describe how your firm obtains feedback from graduates after placing an order and how it can be reported to the University. Include your firm's policies and processes regarding refunds. Detail the refund policy and describe the process a graduate would follow to return a picture order. Provide the timeline for issuing the student a refund and specify any associated charges for returning the photos/packages.
6. Identification on Proposal Envelope: The signed proposal should be returned to the University to the attention of the identified Contract Officer in a sealed envelope or package with the following identifying information on the outside of the sealed envelope/package:

Name of Offeror:	RFP# R21-001
Address:	Due Date: August 5, 2020 Time: 3:00 PM EST
	RFP Title: Graduation Photography Services
City, State, Zip Code	Name of Contract Officer: Debbie Dove

VIII. EVALUATION AND AWARD CRITERIA

- A. **Evaluation Criteria:** Proposals will be evaluated for full compliance with the RFP requirements and the mandatory terms and conditions set forth within the RFP document. The objective of the Radford University Evaluation Committee will be to select the contractor that is most responsive to the herein described needs and represents the best value for Radford University.

The proposals will be evaluated by Radford University using the following weighted evaluation criteria:

	Evaluation Criteria	Percentage of Points
1	Qualifications and Relevant Experience	20%
2	Capabilities, Skills, and Capacity	25%
3	Approach and Methodology	30%
4	Financial Proposal	15%
5	SWaM - Participation of Small Businesses and Businesses Owned by Women and Minorities	10%
	TOTAL	100%

- B. **Award:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the University shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. **The University reserves the right to make multiple awards as a result of this solicitation.** The University may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the University determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.

IX. REPORTING AND DELIVERY REQUIREMENTS

- A. Contractor shall provide annual contract spend to the Contract Administrator.
- B. Contractor shall report online survey feedback to the Contract Administrator.
- C. The Contractor shall provide a quarterly report to the Radford University Director of Strategic Sourcing and Supplier Diversity detailing the small business subcontractor spending if applicable. See **Attachment F**.

X. INVOICING AND PAYMENT:

- A. Radford University shall not be responsible for payment or collection of funds for payment of any photography services rendered or photographs produced. Radford University will not be responsible for distribution of any photographs.
- B. However, should the University purchase photographs, the Contractor shall submit a fully itemized invoice that references the Radford University contract number, material description, quantities and unit prices, and Purchase Order number, if applicable. Invoicing and payment will be in accordance with the Contract Documents. Mail or Email Invoice(s) to:

RADFORD UNIVERSITY
ACCOUNTS PAYABLE
POST OFFICE BOX 6906
RADFORD, VA 24142-6906
Email: acctspayable@radford.edu

XI. PRICING SCHEDULE

The Contractor shall provide pricing for all products and services included in the proposal indicating one-time and on-going costs. All shipping, handling, postage or any other type of fees shall be included in the Contractor's price per picture or package below. Pricing shall include all costs to the individual. Pricing quoted must represent full, high quality service.

	PICTURE SIZE	UNIT	UNIT PRICE
	8" x 10" Color Print	Each	\$
	5" x 7" Color Print	Each	\$
	Wallet Size –1 sheet – define number of pictures per sheet	Sheet	\$
	Wallet Size –more than 1 sheet	Sheet	\$
	3" x 5"	Each	\$
	4" x 6"	Each	\$
	5" x 7"	Each	\$
	8" x 10"	Each	\$
	Price per package (examples):		
	(2) 8" x 10", (4) 5" x 7", 2 wallet size sheets	Package	\$
	(1) 8" x 10", (2) 5" x 7"	Package	\$
	(1) 8" x 10", (2) 5" x 7", 1 wallet size sheet	Package	\$
	OPTIONAL ITEMS: include any and all other options, i.e. Photo Packages, Commencement Ceremony, CD/USB, etc.		

The offeror agrees to provide services in compliance with the Statement of Needs, Mandatory Terms and Conditions (see link in **Attachment B**) and Preferred Special Terms and Conditions (see Attachment C) of the Request for Proposal.

XII. **ATTACHMENTS LISTING**

Attachment A – Sample Contract Form

Attachment B – General Terms and Conditions

Attachment C – Special Terms and Conditions

Attachment D – Offeror Data Sheet

Attachment E – COVA W9 Request for Taxpayer Identification Number and Certification

Attachment F – SWaM Utilization Plan-

Attachment G – Financial Proposal

Attachment H – Zone Map

Attachment I – RFP Response Checklist

RFP R21-001
Attachment A - SAMPLE CONTRACT
FOR REFERENCE ONLY - DO NOT COMPLETE



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract Number: Rxxxxx

This contract entered into this ___ day of _____, 20___, by _____, located at (insert complete physical address), hereinafter called the "Contractor" and Commonwealth of Virginia, **Radford University**, called the "Purchasing Agency, located at 801 East Main Street, Radford, VA. 24142."

- I. **WITNESSETH** that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements contained, agree as follows:
- II. **SCOPE OF WORK:** The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.
- III. **TERM OF CONTRACT:** From _____ through _____ with _____ **(1) year renewal options or as negotiated, to include all contractual provisions contained herein.**
- IV. **THE CONTRACT DOCUMENTS SHALL CONSIST OF:**
 - A. This signed form (Radford University Commonwealth of Virginia's Standard Contract inclusive of Commonwealth of Virginia General Terms and Conditions-Radford University and Special Terms and Conditions.
 - B. Radford University's Request for Proposal (RFP) Rxx-xxx dated _____, Addendum xxx dated _____ (list all addendums in this format). (Attachment A);
 - C. Contractor's Proposal signed and dated _____ (Attachment B);
 - D. Contractor's supplemental contract correspondence (Attachment C); (e.g., clarification and negotiation points) dated as follows:
 - 1. (list each document by title and execution date)
 - E. This Standard Contract identifies terms as negotiated and as agreed by both parties. In the event there is a conflict between the Standard Contract, Request for Proposal # Rxx-xxx, the Contractor's Proposal or Negotiation/Clarification points, the Standard Contract shall prevail.
- V. **FINANCIAL CONSIDERATIONS:**
- VI. **CONTRACT ADMINISTRATION:** [Include CA Special Term listing CA title with all contact information.]
- VII. **COMMONWEALTH OF VIRGINIA GENERAL TERMS AND CONDITIONS:**
- VIII. **SPECIAL TERMS AND CONDITIONS:** (Insert all applicable T/C's from the template located on the Procurement forms folder.)

IX. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 4.10 (§23-38-88 et seq.) of Title 23 of the Code of Virginia, and in particular § 23-38.90 of the Restructuring Act, referred to as the "Governing Rules" and the *Purchasing Manual for Institutions of Higher Education and Their Vendors.*"

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

CONTRACTOR:

RADFORD UNIVERSITY

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

SAMPLE

RFP R21-001: Attachment B
Mandatory General Terms and Conditions

Radford University shall not be responsible for payment or collection of funds for payment of any photography services rendered or photographs produced. Radford University will not be responsible for distribution of any photographs.

Radford University mandatory General Terms and Conditions are incorporated into this Request for Proposal by reference. It is the Offeror's responsibility to access the document by clicking on the link below. These terms and conditions are deemed mandatory for each solicitation issued by Radford University. The Offeror agrees to these mandatory General Terms and Conditions.

[RADFORD UNIVERSITY GENERAL TERMS AND CONDITIONS](#)

**RFP R21-001: Attachment C
Preferred Special Terms and Conditions**

1. **ACCEPTANCE PERIOD:** Any proposal submitted in response to this solicitation shall be valid for (180) days. At the end of the (180) days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.
2. **ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods and services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services as negotiated under the same terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this contract. Such additional goods and services will be provided to the University at favored nations pricing. The exact pricing of these good and services will be determined at the time of procurement.
3. **COMMUNICATIONS:** Communications regarding this Request for Proposals (RFP) shall be formal from the date of issue until either a Contractor has been selected or the University Procurement and Contracts Department rejects all proposals. Formal communications shall be directed to the University Procurement and Contracts Department. Informal communications including but not limited to, request for information, comments or speculations, regarding this RFP to any University employee other than a Procurement and Contracts Department representative may result in the offending Offeror's proposal being rejected.
4. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Contractor assures that the information and data obtained as to personal facts and circumstances related to students or staff will be collected and held confidential, during and following the contract, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the University's written consent and only in accordance with federal law or *Code of Virginia*. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the University of any breach or suspected breach in the security of such information. Contractors shall allow the University to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
5. **CONTINUITY OF SERVICES:**
 - A. The Contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon contract expiration, a successor, either the University or another Contractor, may continue them. The Contractor agrees:
 - To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - To make all University owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - That the University Contract Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

- B. The Contractor shall, upon written notice from the Contract Office, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
 - C. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in/phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.
6. **CONTRACTOR PERSONNEL:** All employees of the Contractor shall comply with the rules, regulations, policies and procedures of the University and shall maintain proper conduct. In the event the University finds, at its sole discretion, that an employee of the Contractor is objectionable to the University that employee shall be removed by the Contractor from the University grounds and shall not again be employed by the Contractor on University grounds until approved by the University.
7. **FORCE MAJEURE:** The performance of the Agreement by either party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay the Event, or where any of them make it illegal, impossible, inadvisable, or commercially impracticable to hold the Event or to fully perform the terms of the Agreement. The Agreement may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.
7. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the issuing agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
8. **PARKING POLICY:** All Contractors' vehicles parked on the Radford University campus must be registered with the Radford University Parking Services Department and display a valid Contractor's parking pass. A pass may be obtained by filling out an application for a Radford University Contractor's Parking Pass and submitting it to the Radford University Parking Services Department. Contractors should be aware that vehicles parked on the Radford University campus without a parking pass or permit are subject to ticketing and fines. Operating vehicles on sidewalks, plazas, and areas heavily occupied by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on Radford University sidewalks, plazas and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to <http://parking.asp.radford.edu/>. Radford University Parking Services may also be contacted by calling (540) 831-6361. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
9. **PCI COMPLIANCE:** Contractor represents and warrants that for the life of the contract and/or while Contractor has possession of University customer cardholder data, the software and services used for processing transactions

shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council (<https://www.pcisecuritystandards.org/index.shtml>). In the case of a third-party payment application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Contractor acknowledges and agrees that it is responsible for the security of all University customer cardholder data in its possession. Contractor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by Contractor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Contractor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. At a minimum, the following documentation shall be provided upon request:

- A. Payment Card Industry (PCI) Data Security Standard Attestation of Compliance for Onsite Assessments (Merchants and/or Service Providers version, as applicable);
- B. Approved Scanning Vendor (ASV) Scan Report Attestation of Scan Compliance.

Contractor agrees that, notwithstanding anything to the contrary in the Agreement or the Addendum, the University may terminate the Agreement immediately without penalty upon notice to the Contractor in the event Contractor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

10. **PUBLIC POSTING OF COOPERATIVE CONTRACTS:** Radford University maintains a web-based contract database with a public gateway access. Any resulting cooperative contract(s) to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
11. **RENEWAL OF CONTRACT:** This contract may be renewed by the University for four (4) successive one-year periods) under the terms and conditions of the original contract except as stated in A. and B. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
 - A. If the University elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one-year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "other services" category of the Consumer Price Index for All Urban Consumers (Current Series) <CPI-U> released by the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 - B. If during any subsequent renewal periods, the University elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other services" category of the Consumer Price Index for All Urban Consumers (Current Series) released by the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
12. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the University. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assume compliance with all requirements of the contract.

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Attachment D - Offeror Data Sheet

Attachment D is to be completed and submitted by the Offeror as part of a complete Proposal.

NOTE: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your offer nonresponsive.

Qualifications: The Offeror must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.	
Vendor's Primary Contact for this RFP:	
NAME:	TITLE:
PHONE:	EMAIL:
Years in Business: Indicate the length of time the Offeror's company has been in business providing the type of good or service to the type of customer detailed in this RFP:	
YEARS:	MONTHS:
References: Indicate below a listing of at least four (4) current or recent accounts (educational, commercial or governmental) that your company is servicing, has serviced, or has provided similar goods/services. Include the length of service and the name, address and telephone number of the point of contact. The Contact should be knowledgeable about the design, implementation, training, and service the Offeror's company provided to the referenced company.	
1) Company:	Contact Name and Title:
Phone:	Email:
Fax:	
Project:	
Dates of Service:	\$ Value:
2) Company:	Contact Name and Title:
Phone:	Email:
Fax:	
Project:	
Dates of Service:	\$ Value:

3) Company:	Contact Name and Title:
Phone:	Email:
Fax:	
Project:	
Dates of Service:	\$ Value:
4) Company:	Contact Name and Title:
Phone:	Email:
Fax:	
Project:	
Dates of Service:	\$ Value:

LOST ACCOUNTS: If you have lost accounts in the past (12) twelve months please indicate below providing the reasons as to why.

5) Company:	Contact Name and Title:
Phone:	Email:
Fax:	
Project:	
Dates of Service:	\$ Value:
6) Company:	Contact Name and Title:
Phone:	Email:
Fax:	

Project:	
Dates of Service:	\$ Value:

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Attachment E - COVA W-9 Request for Taxpayer Identification Number and Certification

Radford University shall not be responsible for payment or collection of funds for payment of any photography services rendered or photographs produced. Radford University will not be responsible for distribution of any photographs.

Effective February 1, 2016 Radford University began using the Commonwealth of Virginia's new financial management system, Cardinal, with which the University is required to interface. Within Cardinal, a statewide vendor table has been created to establish a single vendor database for the Commonwealth. As a result, the Commonwealth Vendor Group (CVG) was created to keep up to date vendor records and to ensure all vendor data is managed uniformly and consistently.

All vendors must be properly established Virginia's eProcurement Portal, eVA, for the purchase of goods and services. Vendors are encouraged to become self-registered with eVA prior to doing business with Radford University. Please visit the eProcurement Portal for additional information at the following link <https://eva.virginia.gov/pages/eva-i-sell-to-virginia.htm>. A vendor will be required to submit a W9 to eVA when they register. The Commonwealth of Virginia has a [Substitute W-9 \(COVA W-9\)](#) that is required in lieu of the IRS W-9 form for each individual who is a US citizen or US resident alien and from each corporation, company, partnership, or association created or organized in the US or under the US laws. The COVA W-9 requires additional information that is needed by the CVG to ensure the vendor is properly established in Cardinal. Once a vendor is established in eVA their information will be integrated into Cardinal.

NOTE: **Updated by Kim McKinney, RU Accounting Services 2.24.2017.**

Please note the COVA W-9 should be completed by the vendor and returned with their proposal as directed in the RFP.

RFP R21-001
Attachment F - SWaM Utilization Plan

Attachment F, Table A is to be completed and submitted by the Offeror as part of a complete Proposal.

- A. Table A - Complete the SWaM Utilization Plan table below and submit with Proposal. See www.sbsd.virginia.gov for additional information on DSBSD certification.

SWaM Vendor Name, Address, Phone	Virginia DSBSD Certification # and Expiration	Knowledgeable Contact Name, Title, Email	Goods/Services to be Provided	\$ Planned Spend and % of Total \$

NOTE: This information will be used to determine percentage of points assigned to Evaluation Criteria if Offeror is not a DSBSD SWaM certified vendor.

- B. **Table B is NOT to be completed** for the proposal. If a contract is awarded, the contractor shall provide the below quarterly report to Radford University’s Director of Strategic Sourcing and Supplier Diversity detailing the small business utilization actual spending. The quarterly report will be due the first week of the subsequent month for each quarter year, consisting of Jan-Mar, Apr-Jun, Jul-Sep, and Oct-Dec. The report must be submitted to the following address (email preferred):

Radford University
 Director of Strategic Sourcing and Supplier Diversity
 PO Box 6885
 Radford, Virginia 24142
amah@radford.edu

Table B is on the following page for reference only – do not complete the Quarterly SWaM Subcontractor Expenditure Reporting Form as part of the proposal.

THIS PAGE FOR REFERENCE ONLY - DO NOT COMPLETE FOR RFP R21-001 PROPOSALS

**Radford University
Quarterly SWaM Subcontractor Expenditure Reporting Form**

The subcontractor expenditure information provided on this form will be submitted in an electronic dashboard on behalf of Radford University to the Virginia Department of Small Business and Supplier Diversity (DSBSD). Provide all information requested for actual expenditures for the monthly billing period.

Reporting Period: Fiscal Year _____ Quarter Ended _____

Prime Contractor Information: Complete one form for each Prime Contractor

Company Name:	_____	Company Contact:	_____
Company Address:	_____	Company Tax ID:	_____
	_____	RU Contract/Project ID	_____

Subcontracting Expenditures: The amount paid by prime contractors to DSBSD-certified SWaM business for work directly traceable to the fulfillment of a contract or project with Radford University.

Table B:

Subcontractor Name	Subcontractor Tax ID	Category * (MB/WB/SB)	Subcontractor Dollar Amount	DSBSD Certification Number

Category: (MB) Minority Business, (WB) Women-owned Business, and (SB) Small Business.
(Attach additional pages if necessary)

Summary of Expenditures by SWaM Category

Total Subcontracting Amount with Minority Businesses (MB)	Total Subcontracting Amount with Women-owned Business (W)	Total Subcontracting Amount with Small Business (SB)

Submitted by:	_____	Name:	_____
Title:	_____	Signature	_____
Telephone:	_____	Title	_____

RFP R21-001
Attachment G - Financial Proposal

Attachment G is to be completed and submitted by the Offeror as part of a complete Proposal. Offerors shall identify **all** costs associated with providing the services as specified in this document.

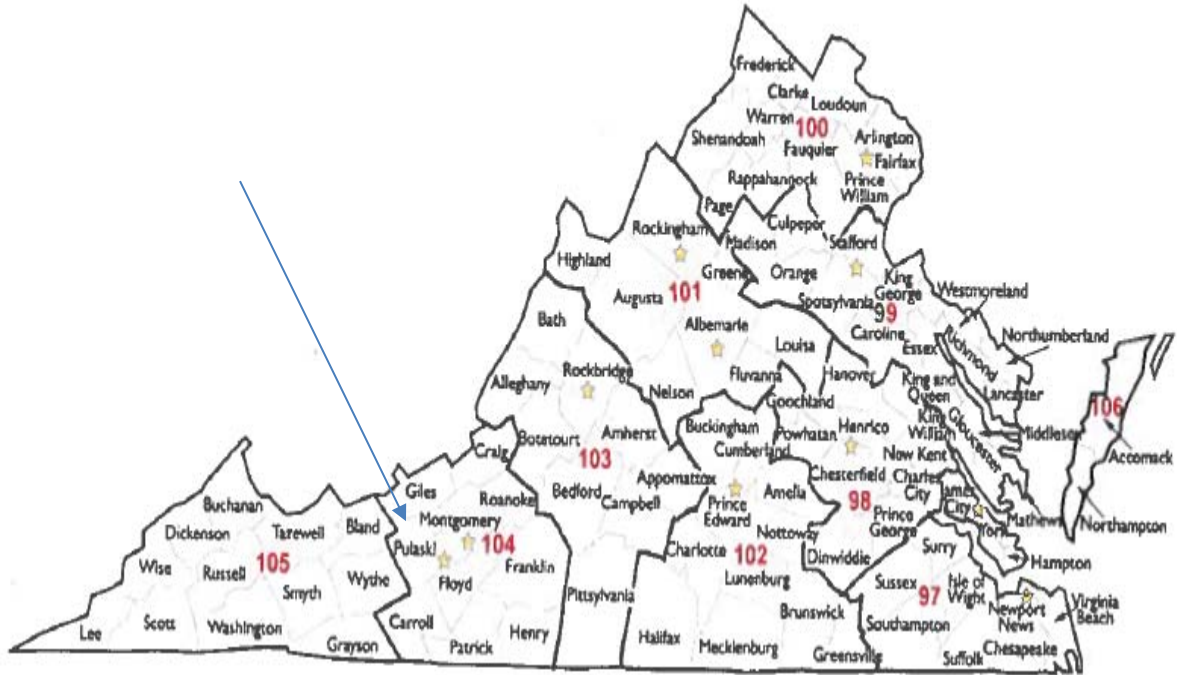
- A. Offerors should submit a fixed pricing as applicable. The hourly rates should be a schedule of hourly labor rates categorized by labor categories appropriate to perform the services requested. All labor rates shall be inclusive (fully burdened) to include all direct labor, indirect costs, travel, and profit.
- B. Offerors are encouraged to include pricing incentives and relative discounts.
- C. Indicate allowed discounts for payment terms less than n30 days.

FINANCIAL PROPOSAL:

NOTE: This Financial Proposal may be applied to the Offeror's form/template and included in their proposal.

Line Item	Description <i>Provide additional description as appropriate for clarity of offer</i>	Notes on Price Details, Factors, and Discounts	Fixed Price for each Line Item
1			
2			
3			
4			
5			
6			
7			
8			
9			

RFP R21-001
ATTACHMENT H – ZONE MAP



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

Zone 97

Old Dominion Univ (Norfolk)
College of William & Mary (Williamsburg)

Zone 98

Virginia Commonwealth Univ (Richmond)

Zone 99

Univ Mary Washington (Fredicksburg)

Zone 100

George Mason Univ (Fairfax)

Zone 101

James Madison Univ (Harrisonburg)
University of Virginia (Charlottesville)

Zone 102

Longwood University (Farmville)

Zone 103

Virginia Military Institute (Lexington)

Zone 104

Radford University (Radford) ←
Virginia Tech (Blacksburg)

RFP R21-001
Attachment I - RFP Response Offeror Checklist

The following items are required as part of your RFP submission. Ensure you have either completed the task or included the deliverable as part of your response. **This is your checklist.**

___ Completed and Signed Legal Name, Address and additional information, inside cover sheet

___ Detailed RFP Response per Section VIII, Proposal Preparation and Submission

___ Acknowledge of Addendum(s) to RFP – If applicable

___ Attachment D – Offeror Data Sheet

___ Attachment E – COVA W9

___ Attachment F – SWaM Utilization Plan

___ Attachment G – Financial Proposal



Addendum Number 1

Date: July 17, 2020

Reference Request For Proposal Number:	R21-001
Commodity:	Graduation Photography Services
Dated:	July 15, 2020
IF MAILING For Delivery To:	RADFORD UNIVERSITY Procurement & Contracts Department PO Box 6885 Radford, Virginia 24142
IF COURIER DELIVERY For Delivery To:	RADFORD UNIVERSITY Procurement and Contracts David E. Armstrong Complex 501 Stockton Street Radford, Virginia 24142
Proposal Due Date/Time:	August 5, 2020 at 3:00 PM

Below are questions and information related to RFP # R21-001 Graduation Photography Services:

1Q: Is SWAM certification a requirement to offer a proposal for this solicitation?

1A: It is not a requirement to be SWaM Certified to bid on the above solicitation.

However, there are advantages to holding a SWaM certification in the Commonwealth of Virginia and Radford University encourages vendors to seek certification if they are eligible.

Radford University, as other entities in the Commonwealth, have SWaM spend goals to meet annually and seek out SWaM certified vendors whenever possible for applicable solicitations.

For this solicitation, a SWaM certified vendor will receive 10 points in the SWaM Certification category of the scoring section. See page 12, **Section VIII EVALUATION AND AWARD CRITERIA, A. Evaluation Criteria, #5 SWAM – Participation of Small Businesses and Businesses Owned by Women and Minorities** of the solicitation.

Eligibility for points will be awarded if offeror's SWaM certification is valid on the date & time of submission deadline. Proposals will be received until August 5, 2020 at 3:00 PM.

2Q: Section V: If a company has not been classified by your state as Minority Owned, Woman Owned or Small, does the Attachment F need to be returned with the bid?

2A: Return Attachment F if it applies to you or return with offer noted as Non Applicable. Radford conducts due diligence in verifying SWaM certifications on all offerors.

3Q: Section VI for reference could you list the dates, and times of all the ceremonies that would have taken place in May 2020 so I can project the possible scenario for scheduling in 2021?

3A: Thursday – throughout day, various locations- Radford University Carilion Pinning Ceremonies-
Friday 10 a.m. – Radford University Carilion - ~250 undergraduate and graduates combined in one ceremony – Roanoke Berglund Center
Friday morning - Radford University main campus – ROTC Commissioning Ceremony
Friday afternoon - Radford University main campus – Pinning Ceremonies
Friday 5 p.m. – Radford University main campus – Graduate College Hooding and Commencement Ceremony - ~200 graduates
Saturday - Radford University main campus – One main ceremony ~1,300 graduates – rain plan moves to Dedmon Center with multiple ceremonies

4Q: Section VI the RFP lists the number of graduates for Fall, but approximately how many graduates walk in the Spring ceremonies?

4A: Reference 3A above for number of graduates:
RUC - ~250 Combined in one ceremony
Radford Campus - ~200 Graduate College Hooding & Commencement
Saturday - ~1,300 Graduates

5Q: Section VII – B- 5 regarding Financial Plan Attachment G, I do not remember having to fill out one of these before. Am I correct that I do not have to list anything on this Attachment if I am not seeking reimbursement for said expenses from the University? If so, please ignore next paragraph.

If not and you still need this information despite our company not seeking reimbursement, it states I should list the fixed costs my company will incur on this project. Is this correct? If so, does it seem reasonable to list the expenses such as labor for the event, payroll taxes on said employees, travel expenses including hotels, mileage and meals? Am I on the right track here?

5A: Attachment G's Financial Table is for reference if the offeror wants to use this format to give pricing. The offeror can submit their proposal in their own format but when considering the financials, include any costs referenced in A, B & C that applies to your costs.

6Q: Section XI on the pricing page you have said you want the shipping charges included on the chart. Shipping for all companies is generally a flat fee on the total order not just on one package. So, I want to make sure I understand this as it's a critical part of the bid. Let's assume I charge \$8 per 5x7 and I charge a \$5 shipping fee on the total order. So, in this scenario, in the spot where it asks for the cost of a 5x7 should \$8.00 be entered or \$13.00 be entered?

6A: You should enter \$13.00. Reference the total cost. This section is used for scoring purposes per Section VIII EVALUATION AND AWARD CRITERIA in the Evaluation Criteria table, #4 Financial Proposal.

7Q: How will our company acquire the contact information from the graduate? Most our clients supply us an electronic list of permanent addresses with emails. Some require us to attend a rehearsal and collect cards from the graduates there. Some have us pass out cards in line-up the day of the ceremony. Which of these methods has your University implemented for your past ceremonies?

7A: Code of Virginia now prohibits Radford University from releasing student names and email addresses. Radford University does not have a rehearsal. Radford University would provide vendor’s information on the commencement website and it would be included in emails going to the graduates. Vendor providing information that day is a possibility but it’s preferable that it doesn’t happen in line up. Instead, prefer after the students have crossed the stage.

8Q: Are all names called from a list at the ceremony whether they are there or not? Or do you only call the names of people there? In this case are they checked off a list in line-up or do the graduates have a reader card that is handed at the reader podium as they cross the stage?

8A: Students are provided cards in line up with their names, college and major on them. They hand the card to the “reader” and the cards are kept in order (to the best of Radford’s ability), banded and then given to the photography contractor.

9Q: Considering that the Radford University Carilion ceremony occurs off campus in a city 45 miles away and has a separate planning committee for their ceremony, would purchasing consider allowing them input into the final decision or better yet consider the possibility that the Radford University ceremonies in Radford, VA and the Radford University Carilion Ceremony in Roanoke, VA each be allowed to make independent decisions in regards to the winner(s) of this bid?

9A: The evaluation committee for this solicitation consists of end user(s) and member(s) with expertise in photography services. They will play a large part in the determination of the contract(s) awarded.

Note: A signed acknowledgement of this addendum must be received at the location indicated on the RFP either prior to the proposal due date and hour or attached to your proposal. Signature on this addendum does not substitute for your signature on the original proposal document. The original proposal document must be signed.

Respectfully,

DocuSigned by:
Debbie Dove CPPB CUPO
52F3A26F4047428...
Phone: 540-831-5598
Email: ddove1@radford.edu

Senior Contract Officer 7/17/2020 | 4:02 PM EDT

Name of Firm:	
Signature:	Title:
Print Name:	
Date:	

**MANDATORY
GENERAL TERMS AND CONDITIONS – RADFORD UNIVERSITY**

1. **PURCHASING MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendor's and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the University Procurement and Contracts Office. In addition, the manual may be accessed electronically at <https://vascupp.org> or a copy can be obtained by calling Procurement and Contracts at (540) 831-6097.

2. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to Radford University will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that Radford University has purchased or uses any of its products or services, and the Contractor shall not include Radford University in any client list in advertising and promotional materials without the prior written consent of the University.
3. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and § 10 of the Rules Governing Procurement. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Governing Rules, §6).

In every contract over \$10,000 the provisions in 1 and 2 Below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provision of 1. Above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
4. **ANTITRUST**: By entering into a contract, the contractor conveys, sells, assigns, and transfers to Radford University and the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
5. **ANNOUNCEMENT OF AWARD**: Upon award or the announcement of the decision to award a contract over \$50,000 as a result of this solicitation, Radford University will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of ten (10) days.
6. **APPLICABLE LAWS AND COURTS**: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The University and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Governing Rules, §56). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
7. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the contractor in whole or in part without the written consent of Radford University, an agency of the Commonwealth.
8. **AUDIT**: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The University, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
9. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH**: A Contractor organized as a stock or non-stock corporation, limited liability company, business, trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required by Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business fails to remain in compliance with the provisions of this section.

(The clause has been modified to remove reference to the VPPA. PIM 27 added this clause to meet requirements of *Code of Virginia § 2.2-4311.2* regarding businesses authorized to transact business in the Commonwealth.)

10. **AVAILABILITY OF FUNDS**: It is understood and agreed between the parties herein that Radford University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
11. **CANCELLATION OF CONTRACT**: Radford University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contract of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
12. **CHANGES TO THE CONTRACT**: Changes can be made to the contract in any of the following ways:
 1. The parties may agree to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The University may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the University a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the University's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed in provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the University with all vouchers and records of expenses incurred and savings realized. The University shall have the right to audit the records of the contractor as it deems necessary to determine costs

or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the University within thirty (30) days from the date of receipt of the written order from the University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract, or if there is none, in accordance with the disputes clause provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the University or with the performance of the contract generally.

13. **CONTROLLING VERSION OF SOLICITATION**: The PDF version of the solicitation and any addenda issued by Radford University's Procurement and Contracts Department is the mandatory controlling version of the document. Any modification to the solicitation by the Bidder or Offeror shall not modify the official version of the solicitation issued by Radford University's Procurement and Contracts Department. Such modifications or additions to the solicitation by the Bidder or Offeror may be cause for rejection of the bid or proposal; however, Radford University reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a bid or proposal.
14. **DEBARMENT STATUS**: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
15. **DEFAULT**: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the University, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
16. **DRUG-FREE WORKPLACE**: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibitions; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, possession or use of any controlled substance or marijuana during the performance of the contract.

17. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal) and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment; loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

18. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, website portal [eVA Electronic Virginia Portal](#) streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth should participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

- b. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at [eVA Electronic Virginia Portal](#).

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes. **(*Updated by DP&S July 1, 2014).**

You are required to register through the eVA website at www.eva.virginia.gov . Click on the “Vendor” tab and follow the registration instructions. If you need assistance, or on line directions, please contact Radford University at (540) 831-5429.

19. **eVA ORDERS AND CONTRACTS (Effective July 6, 2015):** The solicitation/contract will result in one or more purchase order(s) with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eva.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

20. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
21. **INSURANCE**: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Governing Rules. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

- Workers' Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in number of employees that change their workers' compensation requirements under the Governing Rules during the course of the contract shall be in noncompliance with the contract.
- Employer's Liability - \$ 100,000.
- Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be name as an additional insured and so endorsed on the policy.
- Automobile Liability - \$1,000,000 combined single limit (Required if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor

must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle).

Professional Service	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos, Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals or Health Maintenance Organizations)	\$2,150,000 per occurrence, \$4,250,000 aggregate
	(Limits increase each July 1 through fiscal year 2031 <i>per Code of Virginia § 8.01 – 581.15</i>)
Insurance Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

*When Used: FOR CONSTRUCTION SERVICE CONTRACTS AND GOODS CONTRACTS WHEN INSTALLATION IS **REQUIRED**. Required in all solicitations where a contractor will perform work or services in or on state facilities, the limits are minimums and may be increased. **When soliciting one of the Professions/Services listed above the specific profession/service referenced in the bid/offer shall apply.**

22. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS:** Failure to submit a response on the official state form provided for that purpose may be a cause for rejection of the response. Modification of or additions to the General Terms and Conditions of the solicitation may be cause of rejection of the response; however, the University reserves the right, on a case by case basis, in its sole discretion, whether or not to reject such a proposal.

23. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the university, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable

period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

24. **PAYMENT:**

1. **Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number. Radford University's payment address is as follows:

**RADFORD UNIVERSITY
ATTN: ACCOUNTS PAYABLE
PO BOX 6906
RADFORD, VA. 24142
Email: acctspayable@radford.edu**

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. However, this shall not affect offers of discounts for payment in less than 30 days.
- c. All goods and services provided under this contract or purchase order, that are to be paid with public funds shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the University of its prompt payment obligations with respect to those charges which are not in dispute (*Governing Rule §53. Contractual disputes*).

2. **To Subcontractors:**

a. A contractor awarded a contract under this solicitation is hereby obligated:

- 1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment record for work performed by the subcontractor(s) under the contract; or
- 2) To notify the University and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise prohibited under the terms of the contract) on all amounts owed by contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's Obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWaM procurement plan as specified in the contract documents and is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only substantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the University or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

25. **PRECEDENCE OF TERMS:** The following General Terms and Conditions COMMONWEALTH OF VIRGINIA PURCHASING MANUAL for INSTITUTIONS OF HIGHER EDUCATION and THEIR VENDORS, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEPARTMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
26. **PRICING CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer in U.S. dollars.

27. **QUALIFICATIONS OF (BIDDERS/OFFERORS)**: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the services and/or furnish the goods contemplated therein.
28. **TAXES**: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption number is 54-73-0076K.
29. **TESTING AND INSPECTION**: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to specifications.
30. **VIRGINIA FREEDOM OF INFORMATION ACT**: Except as provided, once an award is announced, all proposals/bids submitted to this RFP/IFB will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal (CD, etc.) with the trade secrets and/or proprietary redacted. *If all of these requirements are not met, then the firm's entire bid/proposal will be available for public inspection.*

Attachment B:

Contractor's Proposal Signed and Dated August 1, 2020

**Contractor's Addendum No. 1 Signed and Dated
August 1, 2020**

Attachment C:

**Negotiation Points with Photo Specialties, Inc. Signed
and Dated January 21, 2021**

Proposal for:
Graduation Photography Services



RADFORD UNIVERSITY

RFP # R21-001

Submitted by:



JUNE 24, 2020

ELECTRONIC COPY



July 31, 2020

Dear Ms. Dove,

We appreciate you giving our company the opportunity to submit a bid to photograph the Commencement Ceremonies for your University. Photo Specialties has photographed ceremonies in the Carolinas and Virginia since 1975. Our company photographs over 50,000 graduates per year and has photographed well over a million graduates in our 40 plus years in business.

While our company might be new to you, we are not new to working with parts of your University. Our company up until December 2019 had been the Commencement photography company for Jefferson College of Health Sciences. We were proud to be the only company that has ever photographed for that College. We have worked the entire time there with Mark Lambert who has been the long-time Communications Director, but is now the Director of University Relations.

In the summer of 2019, we were informed that now that the College was a part of Radford University that they would have to work with the company partnered with Radford. We loved working with them and I feel they were very happy with the services we provided to their graduates. I feel over the years we have adjusted to their growth and various changes in the structure of their ceremonies. I am confident that no company is more capable of serving Radford University Carilion. My hopes are that we can bring the same excellence we have managed at Jefferson College to all your ceremonies at Radford University.

Among the advantages we can provide over your present company are:

- A company with a much higher retention of photographers which in turn provides a crew of much more experienced employees.
- A local office in Chapel Hill, NC. We meet and train out of the same office. Unlike National companies we are not recruiting photographers from Craig's List and doing training sessions in hotel meeting rooms every April just before graduation season begins. We also do not take on ceremonies over 4 hours away from our office. By doing this we are in better control of mishaps that can happen operating from a single location that has to service the entire country.
- A proprietary website that offers your graduates complete privacy. Your present company uses a website that anyone can go in and view images without a password. Our company will protect the contact information of your graduates and will not share said information with third parties. Unlike your present company, we do not participate in Third-Party Interest-Based Advertising.
- Our company is a family owned corporation with an owner that is very involved. We pride ourselves on the fact that any customer can call and ask to talk to the owner and if he's not immediately available get a direct response back within 48 hours. National companies such as the one you are currently using are large corporations that have multiple manager levels within them and have to answer to a Board of Directors.

Within this binder in the pages that follow, the contents of our bid are enclosed. In addition, I have included an envelope with a packet of sample photos. They include prints with the three different finishes we offer. In addition, we have handshake samples, flag, and banner second shot samples and lastly images taken from our green screen program.

Again, we appreciate this opportunity to present this proposal to you and we are confident that we can offer a much better alternative than you presently have. Please feel free to contact me anytime if you have any questions or concerns about anything contained within this bid. We appreciate your consideration of the enclosed RFP.

Sincerely,

Joel Friedman
President
Photo Specialties
800-722-7033



**REQUEST FOR PROPOSAL
RFP # R21-001**

ISSUE DATE: June 24, 2020
TITLE: Graduation Photography Services
ISSUING AGENCY: **RADFORD UNIVERSITY**
Procurement and Contracts
David E. Armstrong Complex, 501 Stockton St.
Post Office Box 6885
Radford, VA 24142-6885
PERIOD OF CONTRACT: Upon execution of contract through January 19, 2022 with four (4) one-year renewal options or as negotiated.

PROPOSALS DUE DATE/TIME: Proposals will be received until **Wednesday, August 5, 2020, at 3:00 PM.** Failure to submit proposals to the correct location by the designated date and hour will result in disqualification. Procurement and Contracts mailing address is as follows:

If Mailing:
RADFORD UNIVERSITY
Procurement and Contracts Department
Post Office Box 6885
Radford, Virginia 24142

If Courier Delivery:
RADFORD UNIVERSITY
Procurement and Contracts
David E. Armstrong Complex
501 Stockton Street
Radford, Virginia 24142

PROPOSAL SUBMISSION: Bids or Proposals may NOT be hand-delivered to the Procurement Office.

Due to the COVID-19 Emergency Declaration, Radford University will accept electronic submission of proposals. All submissions should be submitted to ruprocure@radford.edu with the RFP number, due date and time in the subject line of the email.

Radford University will not confirm receipt of proposals. It is the responsibility of the proposers to ensure their proposals are delivered on time. If submitting electronically, delivery confirmation is recommended from the proposer's email system.

If submitting electronically, proposals and all attachments **CANNOT** exceed **25 MB** to avoid delivery issues through email servers. Proposers should email the buyer listed in this solicitation to notify buyer of electronic submission.

QUESTIONS/INQUIRIES: All inquiries concerning this solicitation should be submitted in writing via email, citing the particular RFP section and paragraph number to: Debbie Dove at ddove1@radford.edu. **Inquiries must be submitted by Monday, July 13, 2020 at 3:00 PM.** Inquiries will be answered in the way of an addendum posted on the eVA website.

PUBLIC POSTING: Reference section 2) D) 1 – *Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendors* **VASCUPP** Public notices shall be published on the Department of General Services central

electronic procurement website, eVA (<http://eva.virginia.gov>), under Sourcing and Contracting on the eVA home page. This is the only electronic source used by Radford University's Procurement and Contracts Department to electronically post the RFP document and subsequent Addenda.

LATE PROPOSALS: To be considered for selection, proposals must be received by Procurement and Contracts by the designated date and hour. The official time used in the receipt of proposal is that time on the **automatic time stamp machine** in the Procurement and Contracts Department. Proposals received in the Procurement and Contracts Department **after** the date and hour designated are automatically disqualified and will not be considered. Procurement and Contracts **is not responsible** for delays in the delivery of mail by the U.S. Postal Office, private couriers, or the interuniversity mail system. It is the **sole responsibility of the Offeror** to ensure that its proposal reaches the Procurement and Contracts Department by the designated date and hour.


If using U.S.P.S. for delivery of proposals, note that all U.S.P.S. is delivered to a centralized post office on campus and not delivered directly to the Procurement office. It is the proposer's responsibility to ensure proposals are received before the due date posted on this solicitation.

NOTE: Proposal receipt scheduled during a period of **suspended state business operations** will be rescheduled for processing at the same time on the next regularly scheduled business day.

UNIVERSITY CLOSINGS: If the University is closed as a result of an act of God or an emergency situation, the University's website shall post notices of said closings. It is the **responsibility of the Offeror** to check the website at www.radford.edu for said notices. If the University is closed on the day proposals are due they will be accepted the same time the next scheduled business day the University is open. If the University is closed on the day of the scheduled pre-proposal conference a written addendum will be issued to officially reschedule the conference.

In compliance with this Request for Proposal and to all conditions imposed therein, the undersigned offers and agrees to furnish the goods/services described at the prices indicated in **Attachment [G] – Financial Proposal**.

Legal Name and Address of Firm (Type or Print):

Name: Joel Friedman	Date: August 1, 2020	
Street: 130 Stancell Dr.	Signature: 	
PO Box 3600	Print Name: Joel Friedman	
City/State/Zip: Chapel Hill, NC 27515	Title: President/Owner	
FEI/FIN/SS No.: 	Telephone: (919) 967-9576	
eVA Vendor ID No.: VS0000068294	Fax: (919) 967-9578	Email: joel@photospecialties.com

Check all that apply: Corporation Partnership Proprietorship Individual

Department of Small Business and Supplier Diversity (DSBSD) Certification No. _____ and Expiration Date: _____

Certification Category: Woman-Owned Minority-Owned Small Business. Go to www.sbsd.virginia.gov for additional information.

[eVA Virginia's eProcurement Portal](http://eva.virginia.gov) Registered: Yes - eVA Vendor ID# VS0000068294

Commonwealth of Virginia State Corporation Commission registration number: _____

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RFP # R21-001

Graduation Photography Services

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EXECUTIVE SUMMARY

Foundation of this Proposal

Photo Specialties believes that the most important photo taken during a student's time at a university is the last one. The moment they become a graduate. With this in mind, Photo Specialties takes the responsibility of capturing this moment very seriously and takes every step necessary to assure that we provide each graduate and family member the highest quality product at a fair value.

Company Information

Photo Specialties has been in business since 1975. From its humble beginnings as a college event photography company, we have grown to be one of the longest standing commencement photographers in the country. We believe we are the perfect sized company. We are large enough to be able to provide the highest quality equipment and supplies, but small enough to provide individual personalized customer service in a timely and efficient manner. We pride ourselves in allowing our customers easy access to customer service supervisors and even our president which is unheard of in this industry.

Work Summary

After a thorough review of Radford University RFP for commencement photography and extensive research on the University's commencement activities, Photo Specialties management is fully confident in the company's ability to:

- A. meet or exceed all of the University's requirements for commencement photography, and
- B. deliver the same superior quality to Radford University that the company's other university-level clients have come to expect.

A detailed review of **Photo Specialties** work flow and commencement operations begins on page 28.

Products and Packages

Photo Specialties offers only the highest quality photographs, and asserts that no other company provides better images to graduates or their families. The company has made significant investments to become and remain the industry leader in commencement photography. All images are color-corrected prior to printing, and come with the company's 100% money back guarantee. Proposed print prices for Radford University start as low as \$5.25. Additional details can be found on page 48.

Executive Summary



Lab Information

Photo Specialties is proud to be partnered with Candid Color Systems, a photofinishing lab that has been in business for over 40 years. CCS is the clear leader of Graduation related orders for photographers that specialize in this market. They were the leaders in e-commerce solutions shortly after the digital revolution of photography began in 2001. Among the advantages to working with this lab is that during graduation season the lab runs continuous shifts seven days a week to produce work at a pace to match the mass volume of orders that flow in from all over the country. Their quality and speed in this market are unequaled in the industry. ^{1,2}

Cost to Radford University

Photo Specialties receives its revenue only from photography orders, and would not charge Radford University for professional commencement photography services.

Consideration for Photo Specialties

While **Photo Specialties** does not charge any fees to Radford University for its services, all revenues are generated from the sales of prints and/or products to the individuals who graduate and their families. Vital to our success on this project is the ability to contact the maximum amount of your graduates so we will have the ability to send them proofs of their images.

Assuming the University is legally unable to provide this graduate contact information, the methods the University uses to encourage the graduates to take action and register their information with us becomes a critical factor which will directly affect our success or failure on this project. This is the only consideration that **Photo Specialties** will ask for in the final agreement.

There are multiple potential methods and tools that can be used to encourage Graduates to give us this information. **Photo Specialties** has a registration site that graduates can go to. It can be found at our direct link of <http://mvc.photospecialties.com/GraduationRegistration> or indirectly by going to our main site www.photospecialties.com and using the "Graduate Registration" link on the home page.

Another option is for the University to print a short blurb about our services in the Commencement program and on their commencement site and other promotional materials. Included in this would be Q Code in which the graduate and/or family member can scan it using their phone and be taken directly to a private site specifically designed for Radford University Graduates. A sample of this type link can be found in the Q Code below. We invite you to scan the below code and view our live test site.³



¹ Section VI. D of University RFP Page 8

² Section VI. E of University RFP Page 8

³ Section VI. B of University RFP Page 8

Quick Reference for Evaluation

Section VI on page 8 of the University's RFP listed thirteen (13) criteria for which vendors would be evaluated. Each of those criteria is listed below, along with corresponding page numbers in this proposal where detailed information on that particular item may be found.

"The contractor should be on-site, setup and ready to begin at least (1) hour prior to beginning of the commencement ceremonies"

Photo Specialties will be on-site at least 90 minutes prior to the processional/start-time as per standard policy. If the University decides they want Green screen service our photographers are required to be onsite at least two hours prior to start time. In addition, our photography crew will stay overnight the night before in accommodations within 60 minutes of the University. Please see pages 20, 28 & 29 for more details.

"Radford University will provide graduates the Contractor's ordering information"

It is our understanding that your University will not release graduate information. If **Photo Specialties** is fortunate enough to be awarded this RFP, we would arrange to discuss various methods to allow us to acquire the contact information directly from the graduates. Please see page 7 for more details.

"Each graduate will be photographed twice, once on stage with the President and a second posed photo"

As described above this is the most basic service **Photo Specialties** offers. If you are adding a Graduate Hooding on stage a third photographer could capture that moment. Please see Pages 22 & 35 for more details.

"All photographs shall be in color and represent full, high quality service"

Photo Specialties partners with a photo lab that processes more Graduation orders than any other lab in the U.S. They are pioneers in the Graduation market which offers not only the highest quality color printing options but also a wide variety of Graduation related products which we in turn will offer to your Graduates and families. Please see page 7 for more information.

"Contractor should employ top quality photographers, equipment, film, paper and processing facilities"

Photo Specialties has a large pool of professional commencement photographers, each with many years of experience at university-level commencements. 70% of the ceremonies we cover involve photographers that carry ten plus years of experience just covering Graduations. Details on our photographer's level of experience for commencements can be found on pages 23-27. Details on equipment can be found on page 30. Lastly details on paper and processing facilities can be found on page 7.

"There will be no pre-payment or obligation to purchase photographs on the part of the graduate before or after they receive their free color proof"

Photo Specialties offers a complete no obligation service to your graduates all of which will receive an email link within 48 hours of the ceremony and a paper proof within seven days of the ceremony. Unlike other companies we will not hound your graduates with years' of endless emails soliciting their business. Please see page 41 for detailed information.

Executive Summary



"Contractor shall have no cords, light stands, tripods or people on stage at any time. Specify the equipment, including battery powered or hand-held equipment, to be utilized during the ceremony to ensure these requirements are met"

All equipment **Photo Specialties** uses is hand-held and battery powered. It is designed to be non-obtrusive and barely noticeable. (The optional Green Screen system would be an exception to this rule) Please see page 30 and 36 for detailed information.

"The Contractor should provide complimentary photographs of ceremony, guest speakers, etc., if requested by Radford University"

Photo Specialties takes numerous public relations (PR) photographs at every ceremony. Pages 13 and 31 – 33 has detailed information about these photographs.

"The Contractor shall be flexible and allow for any changes in the ceremony format/presentation that may be required by Radford University"

Having been through thousands of ceremonies over the past 45 years, **Photo Specialties** knows last minute changes can happen. We have systems in place to quickly adjust and still give your graduates the service they deserve. Please see pages 14 & 19.

"Contractor should ensure Radford events are given top priority when scheduling conflicts arise with other clients"

Photo Specialties expectations are that you will have events on the Saturday of Mother's Day weekend. That is not only our busiest day, but is far and away the busiest day in the country for Graduations. 50% of our Graduations take place that weekend. So there cannot and will not be a scheduling conflict, because there is no busier day than the day you are graduating on and we prepare six months out for that day. In addition, graduations of over 1000 students such as Radford University naturally require our most experienced photographers. Not to mention, new ceremonies always carry an upper level manager on-site in their first year.⁴

"Contractor should obtain feedback from graduates after ordering and report it to the University"

Photo Specialties regularly surveys random graduates just after receiving their orders. For Radford University we are committed to sending an email with a survey link to each graduate placing an order in the first 45 days after the ceremony takes place. All results will be reported to the University when renewal packets are sent out in early August.⁵

"It is Radford's preference that students be able to return photos at their discretion with no associated fees"

Photo Specialties offers a no questions asked 100% money back guarantee. Please see pages 15 & 47 for details.

"Include one (1) sample proof package of the photographs Radford graduates would receive. The samples should be of a college or university ceremony. The University will not return the samples"

A sample package will be in an attached photo envelope included in the hard copy of the RFP.⁶

⁴ Section VI. J of University RFP Page 8

⁵ Section VI. K of University RFP Page 8

⁶ Section VI. M of University RFP Page 8

What Sets Photo Specialties Apart

Most commencement photography companies can be classified by the characteristics for which they best known. Of course, different universities seek different qualities in a commencement photographer. In order to ensure mutual benefit, and all other things being equal, it's important for a university to select a vendor based on which of these characteristics are most closely aligned with the university's values:

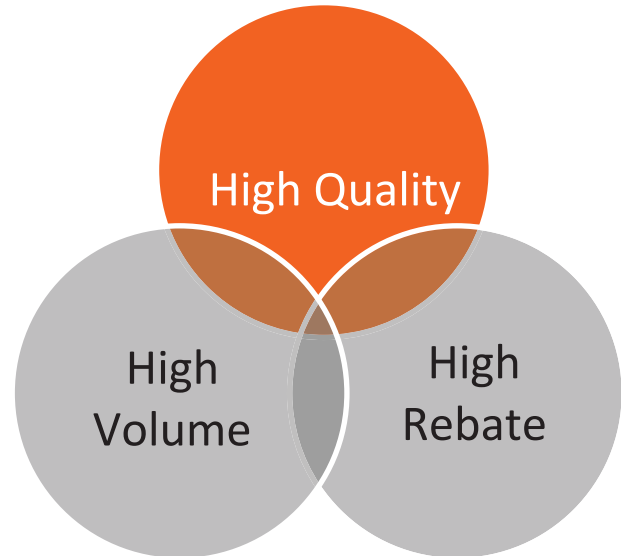


Photo Specialties is not the largest commencement photography company, nor does it offer rebates so high that quality is sacrificed. Instead, the company focuses on its vastly superior images, amazing customer service, and unmatched product value.

Photo Specialties is the photography company of choice for universities that believe commencement is:

- 1. their *single* most important event, and**
- 2. a *once in a lifetime* memory for graduates and their families.**

Photo Specialties understands the significance of commencement must be reflected in the quality of the photography. The company's most valued clients are universities that share this belief. From equipment purchases & photographer training to order fulfillment & customer service, everything at Photo Specialties revolves around this philosophy.

Photo Specialties vs. High Volume Competitors

Each year, Photo Specialties captures memories for over 50,000 graduates across in the three states it services at commencements and Grad Fair events. Meanwhile, the company's largest competitor photographs over 1.5 million graduates annually. However, by comparison:

1. Photo Specialties has never grown by acquiring smaller competitors with venture capital.
2. The company believes in structured, steady growth, and does not contract with any university without already having the necessary resources in place to properly handle their commencement photography needs.
3. Photo Specialties management does not report to investment bankers or a multi-billion dollar parent corporation, nor is the company being positioned for a sale or IPO.

Each year, competitors with a business model similar to Wal-Mart will acquire a significant amount of new business simply by virtue of being among the largest event photography companies in the nation. The reality is that despite the lack of flexibility and attention to detail, this type of commencement photography company still ends up being a good fit for many institutions.

In contrast, Photo Specialties is focused on image quality and providing the best possible service to each client university and its graduates, not on becoming the largest. For universities with a policy of only working with the largest vendors, Photo Specialties is not the appropriate choice.

Photo Specialties vs. High Rebate Competitors

Photography companies that offer unusually high rebates **must** sacrifice in other areas to remain healthy. Such companies will typically:

1. purchase amateur-level photography equipment;
2. utilize poorly trained contract photographers;
3. charge graduates & their families exorbitant product prices; and/or
4. sacrifice photograph quality by using inferior print finishing services.

There is almost never an exception to this rule. Photography companies offering unusually high rebates can be a great fit for universities that can accept a different standard of service in exchange for a stronger revenue stream from their commencements. For those educational institutions, Photo Specialties is not the appropriate choice.


Why Quality Matters

Because the scope of work is simple to summarize, it's often easy to conclude that all commencement photography companies must be the same. Stated differently: because every company takes photographs of graduating seniors, sends home proofs, and takes orders for prints, one may assume there's little difference between one company and the next.

In reality, a passion for quality is what sets Photo Specialties apart from every other company. A few examples demonstrating this difference can be found below.

Every Venue is Different

From stage location and depth to the amount and color of the ambient light, no two ceremony locations are the same.

Company	How Camera Equipment is Typically Allocated
High Volume Companies	To more easily track & maintain their large equipment inventories, big box photography companies usually purchase mass quantities of mid-priced equipment for use at all commencements. Instead of bringing equipment tailored for the venue, their photographers must instead try to make what they have "fit the ceremony."
High Rebate Companies	Because cost cutting usually affects equipment purchases, photographers from companies offering abnormally high rebates typically bring whatever equipment happens to be available. If the company is using a contract photographer, then that individual may use his or her own equipment.
	Photo Specialties invests only in top-of-the-line digital single lens reflex (SLR) camera technology. The company evaluates every venue individually for measurements, lighting, stage position, etc., and then designates cameras, lenses, and lighting for use based on what is ideally suited for that particular ceremony.


Company Profile



Different Styles for Different Commencements

When it comes to candid "public relations" (PR) photographs, some commencement coordinators desire more artistic style photographs, while others want more traditional photographs. The most appropriate photography style can vary from university to university. In fact, the style desired can even vary from college to college within a single university.

For example, a commencement coordinator for a college awarding degrees in Theatre or Performing Arts might appreciate public relations photographs with a more creative flare. Meanwhile a coordinator for an Engineering or Accounting college may desire more traditional public relations photographs.⁷

Company	How Candid Photographers are Assigned
High Volume Companies	With a large quantity of ceremonies to cover on any given day, big box photography companies typically must assign photographers to an event based on who happens to be available.
High Rebate Companies	Because pay scales at high rebate companies can be lower, photographer attrition is usually higher. Therefore, little consideration can be afforded to a photographer's skill sets for PR photography.
	Photo Specialties makes candid photography assignments with the photographer(s) whose skill sets best match the commencement coordinator's vision for PR photographs at his or her ceremony.


⁷ Section VI. H of University RFP Page 8

Company Profile



Relationship Styles

Commencement is a very stressful time for a commencement coordinator. It's akin to the job of a symphony director in that the coordinator must make sure dozens of vital components are all working together in harmony. Therefore, it's very important that a commencement coordinator have a level of trust and familiarity with his or her photography company. We expect that last minute changes are the norm not a rare occurrence. Having experience with this we pride ourselves on being able to adjust on the fly.⁹

Company	How Relationships are Maintained with the University
<p>High Volume Companies</p>	<p>Different departments handle different matters, so multiple people may be in contact with the commencement coordinator. An individual college within a university may be categorized (e.g. Platinum, Gold or Silver) depending on the size of the college. Individualized attention to the needs of that commencement coordinator is often filtered through that prism.</p>
<p>High Rebate Companies</p>	<p>As financial resources are diverted towards winning contracts with high rebates, there is typically less money to invest in back-end support.</p>
	<p>Photo Specialties assigns one management-level employee to each university. That individual is the university's single point of contact for all matters pertaining to photography. Additionally, the company's secondary contacts are fully capable of, and authorized to, act on behalf of the primary contact should he or she be unavailable. Cell numbers will be provided so that University contact can reach our company contacts at any time if the need arises.</p>


⁹ Section VI. I of University RFP Page 8

Company Profile



Customer Service

To a graduate, their commencement photography is an extension of their university. How that photography company handles them as a customer is a direct reflection of their alma mater.


Company	How Relationships are Maintained with the University
<p>High Volume Companies</p>	<p>The number of customer service related issues is typically proportional to the number of graduates photographed. Big box companies are therefore more likely to issue automatic refunds for unsatisfied customers, rather than investing the time and resources necessary to correct whatever issues that customer may have.</p>
<p>High Rebate Companies</p>	<p>Some companies that offer unusually high rebates are unable to properly staff their customer service departments. Those companies are also more likely to issue automatic refunds instead of working toward correcting the problem.</p>
	<p>Like every other company, Photo Specialties has a full money back guarantee. However, commencement is a once in a lifetime memory. Therefore, its customer service staff will first do everything possible to try to satisfy the customer. Whether it's as simple as reprinting photographs, or something more complex such as sending an image through professional touchups, Photo Specialties goal is to make sure each customer is fully satisfied with his or her purchase.⁸</p>

⁸ Section VI. L of University RFP Page 8

Graduate Privacy

Many photography companies assign private passwords to each graduate, and distributes those passwords in email notifications and proofs, sent directly to the graduate. To access their proofs, a graduate simply needs to enter their unique password into the photography company's website.

However, most of those same companies also allow for unrestricted, on-line searches of any graduate's photographs, simply by entering a name.

Company	What happens if a graduate's password is misplaced?
<p>High Volume Companies – and – High Rebate Companies</p>	<p>Many high volume and high rebate companies allow for open, unrestricted searches for graduate photographs simply by entering a name into their website.</p> <div data-bbox="576 777 1453 1396" style="border: 1px solid black; padding: 5px;"> <p style="font-size: small; margin: 0;">Source: Gradimages.com</p> <p>JORDAN BROWN (UC Davis - Biological Sciences - Spring Graduation 06-10-2011)</p> <p>KYLE BROWN (UC Davis - Biological Sciences - Spring Graduation 06-10-2011)</p> <p>ROBERT BROWN (UC Davis - Biological Sciences - Spring Graduation 06-10-2011)</p> <p>Emily Brown (UC Davis - College of Agr. and Env. Sciences - Spring PM Graduation 06-11-2011)</p> <p>Roselind Brown (UC Davis - College of Agr. and Env. Sciences - Spring PM Graduation 06-11-2011)</p> <p>FRANCESCA BROWN (UC Davis - Education - Spring Graduation 06-08-2011)</p> <p>NICOL F. BROWN (UC Davis - Education - Spring Graduation 06-08-2011)</p> <p>ERIC BROWN (UC Davis - Graduate Studies - Spring Graduation 06-09-2011)</p> <p>ARIEL BROWN (UC Davis - Law School 05-13-2011)</p> <p>AARONI BROWN (UC Davis - Letters and Science Spring 2 06-12-2011)</p> <p>Anielle Brown (UC Davis - Letters and Science Spring 2 06-12-2011)</p> <p>Erik Brown (UC Davis - Letters and Science Spring 2 06-12-2011)</p> <p>KIMBERLY BROWN (UC Davis - Letters and Science Spring 2 06-12-2011)</p> <p>THOMAS BROWN (UC Davis - Letters and Science Spring 2 06-12-2011)</p> </div> <p>This practice is typically justified as being "convenient" for the graduate. While perhaps true for a small minority of graduates who have misplaced their private password, the vast majority do not appreciate having their commencement proofs visible to anyone by an open, unassisted search.</p>
	<p>Photo Specialties does not permit open, unrestricted searching of a graduate's proofs simply by entering his name. If a graduate is missing his password, the company's customer service staff is more than happy to assist him by phone, or email.</p>

PRIVACY POLICY

During the normal course of business, Photo Specialties collects name and address information from graduates and customers. All electronic data is stored in a secure database which undergoes routine security audits. All physical or paper records are permanently destroyed when no longer needed.

Photo Specialties does not share, sell or distribute any graduate data for any reason except where required by law or subpoena. Protected information includes, but is not limited to graduate names, mailing address information, email address, and individual order data.

Photo Specialties does not participate in Third Party Interest-Based Advertising. Some of our National competitors use graduate information they are entrusted with to solicit them by email with third party unrelated products. Photo Specialties does not and never will participate in this practice.

ASSUMPTIONS

Photo Specialties considered the following information to be relevant to commencement photography services at Radford University, and constructed its proposal based on this data.

Assumptions Pertaining to Commencements at Radford University

Photo Specialties understands Radford University has scheduled the following commencement activity during the 2020 – 2021 academic year:

Season	Number of Ceremonies	Number of Colleges	Estimated Graduates
Fall	3	(Combined)	1,500
Spring	4	(Combined)	1,750

The company recognizes the number of graduates is not guaranteed by the University, and that the number of ceremonies is subject to change.

Assumptions Pertaining to Event Planning

Performance Requirement	Photo Specialties would meet with the University's commencement coordinators and faculty prior to the ceremonies to discuss specific procedures for each ceremony relating to photography, including graduate flow and photographer locations. It shall also meet with University officials to seek approval for the titles, fonts, colors, and logo to be printed on graduates' photographs.
Assumption	The company assumes it would be acceptable and appropriate to schedule in-person appointments with all applicable university personnel, particularly in advance of the Fall 2020 and Spring 2021 ceremonies.

Assumptions



Performance Requirement	Photo Specialties shall confirm, details for every ceremony at least one (1) month prior to each event.
Assumption	The company assumes a University's commencement coordinator will notify the company of any last minute changes to the ceremony date, time, or location made <u>after</u> that final confirmation. ⁹

Performance Requirement	Photo Specialties management and staff would become intimately familiar with all facilities used for commencement exercises at Radford University.
Assumption	The company assumes the University would permit on-site visits to each commencement location early during the Fall 2020 semester.

⁹ Section VI. I of University RFP Page 8

Assumptions Pertaining to Commencement Photography

Performance Requirement	The photography team shall arrive on location at least one (1) hour prior to each event. The lead photographer will check in with the commencement coordinator immediately upon arrival. ¹⁰
Assumption	If Radford University has posted security or police officers to guard the service entrance(s) of a facility hosting a commencement ceremony, it is assumed that those officers will be instructed to allow Photo Specialties staff into the facility through the service entrances. All photography staff will be wearing company-issued identification badges. Additionally, the names of each individual staff member can be provided upon request.
Standalone Assumption	<p>Photo Specialties defines "operational area" as any location within the event venue over which Radford University controls access. In all cases, this includes:</p> <ol style="list-style-type: none"> 1. the area where Photo Specialties staff and equipment will be located during the event; 2. the area where graduates are seated during the event; 3. the stage or platform where the ceremony is conducted; 4. the staging/preparation area where graduates congregate prior to each ceremony; and 5. any walking paths between the staging area and event venue. <p>If the University controls access to seating or spectator attendance at the commencement, then the "operational area" extends to include that area as well. Photo Specialties assumes that one and only one commercial photography company will be permitted access to the operational area during the University's commencement exercises.</p>

¹⁰ Section VI. A of University RFP Page 8

Assumptions



Performance Requirement	<p>Photo Specialties staff will use gaffers tape or laminated footprints to mark the location and angle for the Chancellor to stand as graduates are recognized on stage, as well as the location and angle for graduates to stand for his or her second photograph after exiting the stage.</p>
Assumption	<p>It is understood that the photographers' positioning of the Chancellor is precisely determined to ensure graduates receive the highest quality images. Photo Specialties assumes Radford University commencement coordinators will notify the lead photographer if there are firm positioning requirements for any masking tape location which differ from a traditional placement.</p>
Performance Requirement	<p>At least 60 minutes prior to each ceremony, Photo Specialties will begin taking candid photographs of graduates, families and faculty inside and outside the ceremony venue. Additionally, the company will use large format cameras to take overview photographs of each ceremony from the balcony.</p>
Assumption	<p>The company assumes that its photographers will be permitted access to the staging area where graduates congregate prior to each ceremony, as well as the balcony area where the overview photographs are to be taken.</p>
Standalone Assumption	<p>At some universities, public safety officials place restrictions on where photography equipment can be located during their commencement ceremonies. For example, the Fire Marshall may prohibit a backdrop from being located near an outside exit, in case there were an emergency requiring a rapid evacuation. Photo Specialties respectfully requests, and assumes it would be notified of any orders by the University Fire Marshall or Police Department concerning the positioning of its staff or equipment.</p>

Assumptions



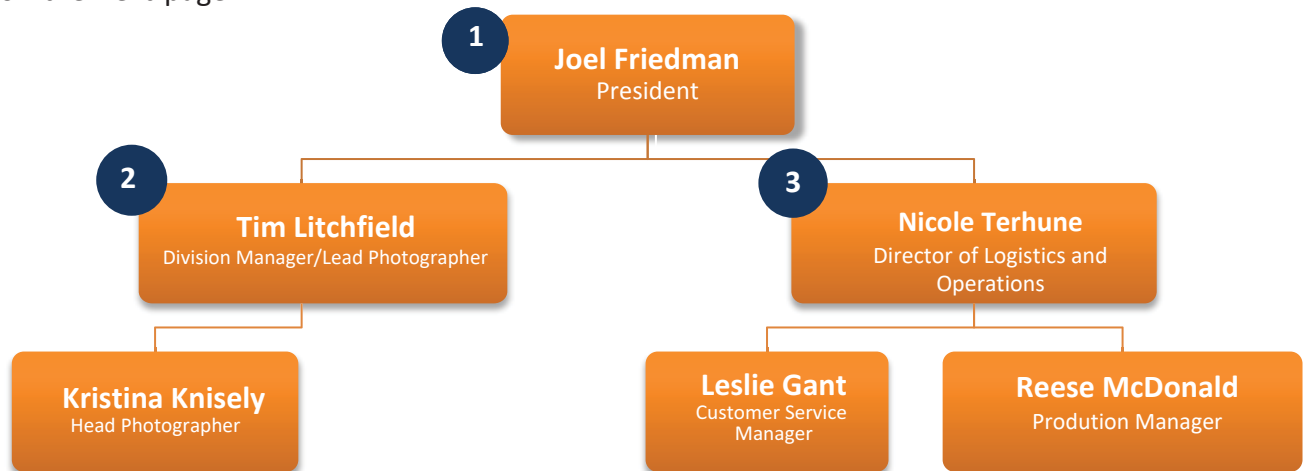
Performance Requirement	<p>During each ceremony, professional photographers will take images of each graduate as he or she is recognized on stage, as well as in front of a posed portrait backdrop.¹¹</p>
Assumption	<p>Photo Specialties assumes that Radford University will either:</p> <ol style="list-style-type: none"> 1. allow the company to use the University's logo backdrops for this purpose, or 2. authorize the company to use the University's logo to have these backdrops manufactured, or 3. authorize the company to bring its own in-house standard backdrop or render a logo backdrop for graduates photographed in front of a green screen. (Please see page 36 for additional information on Photo Specialties green screen technology.)
Performance Requirement	<p>In addition to handshake photographs and posed photographs of every graduate, Photo Specialties will also take numerous complimentary "public relations" (PR) photographs during each ceremony. This will include student and faculty speakers, honorary award recipients, dignitaries, university officials, and group photographs of the faculty and stage party. Additionally, photographers will take hooding photographs as each PhD recipient is individually recognized.</p>
Assumption	<p>The company assumes that in addition to all of these photographs, the University and/or its commencement coordinators will notify the company of any supplemental requests it has for PR photographs.</p>

¹¹ Section VI. C of University RFP Page 8

PROPOSED TEAM

Management Team

The Photo Specialties management accountable for commencement photography services at Radford University is shown below. Résumés for each of these individuals can be found starting on the next page.



Points of Contact for Radford University

Photo Specialties maintains its university-level relationships using a team approach. The primary contact is the company's official representative to the university. The primary contact is capable of, and authorized to, handle all issues pertaining to commencement photography. At all times, the secondary contact remains fully briefed on Photo Specialties operations at the university, and is individually capable of acting in place of the primary contact should he/she be temporarily unavailable.

The following three individuals would serve as Photo Specialties contacts for Radford University:¹²

1 - Primary Contact

Joel Friedman, President. Please see page 24.

2 - Secondary Contact

Tim Litchfield, Division Manager/Lead Photographer. Please see page 25.

3-Tertiary Contact

Nicole Terhune, Director of Logistics & Operations. Please see page 26.¹²

Joel Friedman

Title: President

Education: Mr. Friedman graduated from San Diego State University in 1984 with a degree in Accounting.

Experience: Mr. Friedman is the President of Photo Specialties and has been actively involved in the commencement photography business since his beginnings as a manager of California Candid's in San Diego, CA in 1980. He eventually bought that business in 1984 and then purchased Photo Specialties in 1993. He:

- led Photo Specialties through steady growth in the University commencement market for the last twenty-five years;
- was one of the first commencement photography presidents in the nation to move to digital SLR cameras over 18 years ago;
- in 2001 was one of the first photography company presidents to incorporate e-commerce as an option for ordering commencement photographs;
- has personally photographed over 600 commencement ceremonies during the last twenty years;
- is actively involved in the company's quality control process;
- is also involved in customer service issues. Unlike other companies, Mr. Friedman prides himself on the fact that any customer who wishes to speak with him about any issue can.

At Radford University: Mr. Friedman would oversee the company's relationship with Radford University from the company president's perspective.

As the primary contact for all of the ceremonies at Radford University, Mr. Friedman would be responsible for ensuring the company's operations at Radford University were expertly executed. His direct reports include Tim Litchfield the secondary contact for Radford University.

With that in mind Mr. Friedman enjoys commencement photography and would most likely join the event staff at the Radford University commencement and absolutely would be one of the photographers at the first ceremony on November 21, 2020.

Tim Litchfield

Title: Vice President of Operations

Education: Mr. Litchfield graduated from the University of North Carolina in 1984 with a BA degree in English and Radio/TV

Experience: Mr. Litchfield is the Vice-President of Operations of Photo Specialties. He began working at Photo Specialties as a photographer almost 30 years ago, in 1984. Throughout his career, he has been involved in all aspects of the company's operations. Mr. Litchfield:

- is the company's most senior and experienced commencement photographer;
- has served as lead photographer at hundreds of commencement ceremonies including over 40 ceremonies within in 2019 alone;
- has trained countless new photographers for the company;
- has been instrumental in decisions involving the company's structured growth;
- has been actively involved in the company's standardization programs helping to ensure excellent and consistent performance from photographers and event staff regardless of the event.
- has made continuous recommendations for equipment acquisition, based on evolving technology in professional-series photographic equipment.

At Radford University: Mr. Litchfield would be the primary photographer at your ceremony. While Mr. Friedman and/or Ms. Terhune would be the primary contact between our company and the University and Ms. Knisely would be overseeing the activities of the photography crew, Mr. Litchfield would make sure that the lines of communication between upper management and the photography staff is kept up.

Nicole Terhune

Title: Production Manager

Education: Ms. Terhune graduated from the University of North Carolina earning a BA in Psychology in 2004.

Experience: Ms. Terhune's employment with Photo Specialties began over a decade ago while working her way through college. She:

- has managed the company's post-ceremony production processes for over twelve years, managing multiple teams of employees to accurately and rapidly identify graduates' images and distribute proofs;
- championed the companies move to green screen technology for commencements over five years ago;
- has been instrumental in helping the company develop best practices and guidelines for its portrait and commencement photography operations;
- has been the customer service supervisor. She handles any issue in which the customer service staff needs additional help with.

At Radford University: Ms. Terhune would pick-up the workload once the commencement photography is completed. Ms. Terhune would oversee the management of the images once the ceremony concludes and Mr. Litchfield transfers them to her. On the executive level she will:

- ensure Photo Specialties customer service exceeds expectations;
- participate in the high level planning and preparations for Radford University commencement;
- manage special projects required by Radford University , including marketing, mail-outs, website updates, photo album production, etc.

Ms. Terhune would be responsible for the scheduling and supervision of Photo Specialties post production crews. Under her management, those employees would be standing by off-site following each commencement ceremony to begin the image identification process and deliver proofs to graduates as rapidly as possible.

Additional Event Photographers

Every photographer Photo Specialties assigns to a Radford University event would have a minimum of five (5) years of commencement photography experience.

Commencements are unique in that there is only a split second in which to capture that perfect memory, especially for handshake photographs taken on stage. The skill needed to anticipate when that exact moment will occur, and to properly take these photographs takes several years to fully develop. Even professional photographers who are highly skilled in other types of event photography (e.g. sports, weddings, etc.) go through a steep learning curve when transitioning into commencement photography.

Company photographers who are authorized to work at university-level commencements average over eight (8) years of commencement photography experience, and several have been with the company for 20 years or more.¹²

Photo Specialties uses a lead photographer concept. Each ceremony is assigned a lead photographer who manages all event staff and serves as the primary photographer at the event. All lead photographers at the university level have at least five years of commencement photography experience.

Additionally for Radford University, the company guarantees that at least one vice president from Photo Specialties will be on campus during commencement events overseeing the company's operations and possibly serving as a lead photographer at some events.

¹² Section VI. E of University RFP Page 8

WORK FLOW

Photo Specialties work plan for performing commencement photography at each university is divided into four distinct stages.

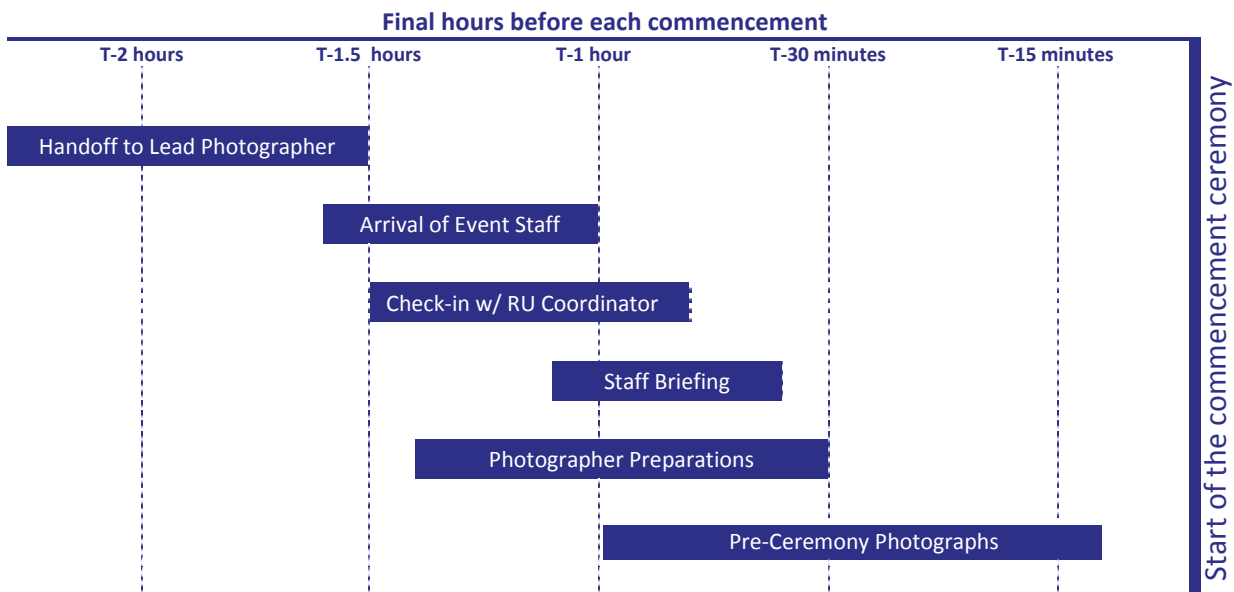
1. Ceremony Preparations
2. Public Relations Photography
3. Graduate Photography
4. Post-Ceremony Production

Details of what transpires during each of these stages can be found below.

Stage One – Ceremony Preparations

At Photo Specialties, preparation for each commencement actually begins many months prior to the ceremony. Staffing and equipment allocations, recurrent photographer training, publishing photograph package pricing lists, website updates, travel reservations, and shipping arrangements are just a few of the many logistical details to be worked out well in advance.

On the day of the actual ceremony, a timeline representing the work that transpires in the hours prior to the start of each event can be found below. The left side of each bar represents when that step typically begins, while the right side of that bar represents a company-imposed deadline for the completion of that step.^{10, 19}



¹⁰ Section VI. A of University RFP Page 8

¹⁹ Section VII. B.3 of University RFP Page 11

Additional Information



Using proprietary event management software developed exclusively for Photo Specialties, the company is able to precisely track each event through the complicated preparation stage, and ensure the client university is receiving the best possible service.

With respect to the steps in the timeline shown on the previous page, below is a brief description of each.

Control Passed to Lead Photographer

Each ceremony is assigned a lead photographer, who is responsible for Photo Specialties event staff at the ceremony. Before any photographer can be assigned "lead status," he or she must have at least five years of commencement photography experience, be an expert on graduation photography, a proven leader, and an effective communicator.

The lead photographer will be fully briefed on expectations for the commencements at Radford University at least one week prior to the ceremonies. On commencement day, however, at least 2 hours prior to the start of the first ceremony, each lead photographer for Radford University commencements will check-in one last time with Photo Specialties Photography's Director of Logistics of Operations, President and/or any other key personnel working on the University's commencement. The purpose of this call is to provide any last minute updates to the lead photographer, and ensure all questions he or she might have are answered.

The conclusion of the call signifies that event management has officially been handed off to the company's lead photographers, who are then responsible for ensuring that Photo Specialties high standards for commencement photography are met.

Arrival of Event Staff

Photo Specialties corporate policy requires all its event staff to be on-location at least 1.5 hours prior to the start of each event.¹⁰ To gain easier admittance they will all wear easy to read company nametags which they are required to keep on throughout the ceremony.¹⁸ All staff will be dressed in professional business attire. Coat and tie for men and pant suit or solid color dress with a long skirt for women. All photographers are expected to wear dark colors and will keep a low profile so they are not obtrusive to the ceremony.

Check-in With University Coordinator

The lead photographer will check in with the University's commencement coordinator immediately once both parties have arrived at the venue. Photo Specialties understands commencement day is very hectic, and that the coordinator may not be available right away. However, if the lead photographer has not located the commencement coordinator within one hour prior to the ceremony, attempts will be made to check in with the coordinator by cell phone.

¹⁰ Section VI. A of University RFP Page 8

¹⁸ Section VII. B.4 of University RFP Page 11

Additional Information



The purpose of checking in is to confirm Photo Specialties presence on-location, and to see if there are any last minute requests with respect to the ceremony's photography.

Staff Briefing

After all photographers and event staff have arrived, the lead photographer will assemble the team for a short conference. During this meeting, staff will be fully briefed on photographer stations, roles, expectations, and any other information deemed pertinent to the upcoming ceremony.

Photographer Preparations

Photo Specialties uses only Nikon professional-series digital SLR cameras, and is constantly upgrading its equipment. Manual professional grade flashes are also used. All equipment is hand-held and battery powered so there is no need for cords or stands. Our batteries are designed to be able to keep up at a 1500 person graduation in which names are called as quickly as every two seconds.¹³ Over the years we have figured out the perfect balance of properly lighting the subject while not bursting out light distracting to the ceremony which in turn can burn out the batteries we use. Each photographer is equipped with primary equipment as well as a complete set of backup equipment. During that time, that backup equipment remains within an arm's reach at all times, and is standing by should there be any problems with the primary equipment. At least 60 minutes prior to each ceremony, all photographers will have performed a rigorous series of inspections and tests on every piece of equipment. The lead photographer is responsible for ensuring these checks are satisfactorily completed.



All company photographers are extensively trained and routinely evaluated on:

- digital camera equipment to be used at a commencement
- best practices for properly positioning a graduate within the camera's frame
- proper focusing procedures for capturing the sharpest images
- the use of professional photographic lighting equipment
- timing of the snapshot to ensure photographs are taken at the perfect moment
- rapid event procedures used to stay ahead of even the fastest commencements
- how to immediately revert to backup equipment should primary camera systems fail or malfunction, so as not to lose any potential photographs.

¹³ Section VI. G of University RFP Page 8

Stage Two – Public Relations Photography

The company's photographers would begin taking public relations (PR) photographs at least 60 minutes prior to each ceremony, throughout the event, and for at least 15-20 minutes afterwards. Copies of all PR images would be provided to the ceremony coordinator either on disc or by Internet download, as desired by the coordinator. PR photographs typically include:¹⁴



GRADUATE CANDID PHOTOGRAPHS would be taken of graduates in the staging area and ceremony floor. These images range from emotional to entertaining, and provide outstanding memories of the ceremony for students, families, and Radford University.



GREEN ROOM PHOTOGRAPHS of the Radford University administration and stage party, as they prepare for the ceremony to begin back stage.



GROUP PHOTOGRAPHS of the stage party or any student groups, as desired by the commencement coordinator.

¹⁴ Section VI. H of University RFP Page 8

Additional Information



CEREMONIAL PARTICIPANT PHOTOGRAPHS would be taken of individuals or groups who, although not part of the official stage party, still have some role in the ceremony. Examples include the Color Guard, musical performers (as shown here), university mascots, etc.



FAMILY CANDID PHOTOGRAPHS would be taken as graduates approach the venue with their families before the ceremony, and after reuniting following each event. These images are often very memorable.



SYMBOLIC PHOTOGRAPHS would be taken of any scenery or architecture catching the eye of the company's photographers, especially items related to the ceremony.

Additional Information



OVERVIEW / PANORAMIC PHOTOGRAPHS of the ceremony from an elevated position, such as a balcony or upper deck. Photo Specialties would take overview photographs from multiple vantage points, if possible.



SPEAKER PHOTOGRAPHS of all individuals addressing the ceremony, including administration, members of the faculty, student speakers, award recipients, and keynote speakers.



FUN PHOTOGRAPHS capture the entertaining side of commencements.

In addition to being made available at no cost to the University's commencement coordinators, PR images would also be included in the various photo albums produced for Radford University.¹⁴

¹⁴ Section VI. H of University RFP Page 8

Stage Three – Graduate Photography

Reader Cards

In order to match each graduate with his or her images from a commencement ceremony, it is vitally important that the photography company keep track of the sequence of graduates. "Marching order" is another term used to describe the order in which graduates cross the stage. Because the marching order is so critical, Photo Specialties uses three simultaneous methods to keep track of this information:

Reader Cards

The cards used by the name reader are kept in sequential order. Those cards would be scanned in that exact order, and the sequence derived from the scanned cards.



Audio Recording

In the unlikely event of a discrepancy, Photo Specialties staff would review an audio recording of the ceremony, to verify the name called by the reader.



Video Recording

A stationary video of each graduate passing in front of the name reader would be used in the very rare event that audio recording could not clear up any discrepancies.

Using these three methods, Photo Specialties is accurately able to correctly identify over 98% of the graduates they photograph over the composite 200+ ceremonies they photograph each year.

In the rare event that a graduate receives the incorrect proof they can contact our customer service representatives by phone or email. We can generally clear up the error by hearing the description of the problem by phone or email but if that doesn't work we have a system in place to send a private email which shows the five graduates before and five graduates after the incorrect graduate in sequence. This system allows the graduate to select the correct image and the correct proof will be resent immediately.¹⁸

¹⁸ Section VII. B.4 of University RFP Page 11

Additional Information



Individual Photographs

During the ceremony as graduates are individually recognized, Photo Specialties can photograph each student in any locations, as desired by the University:¹¹

- Area A** Handshake photograph: taken as each graduate receives their diploma.
- Area B** Offstage Photograph: taken after each graduate leaves the stage using a portrait or green screen background. Please see the next page for additional information on Photo Specialties' green screen technology.



Note: this diagram depicts graduates crossing the stage from right to left as viewed by the audience, and is based on video taken at a recent Radford University commencement. Photo Specialties is easily able to accommodate any direction or "crossing pattern," including single lines, double lines, center entrances, center exits, or crisscrossing.

¹¹ Section VI. C of University RFP Page 8

Additional Information

Green Screen Portraits

Photo Specialties is capable of offering green screen technology at Radford University. By photographing the graduate standing in front of a green screen, multiple background images can be rendered, which allows the graduate to choose which background(s) he or she likes best. Note: This type of photography requires studio lighting which may be more obtrusive to your ceremony and was specifically requested to not be used in your ceremonies, but we wanted to let you know this option is available.



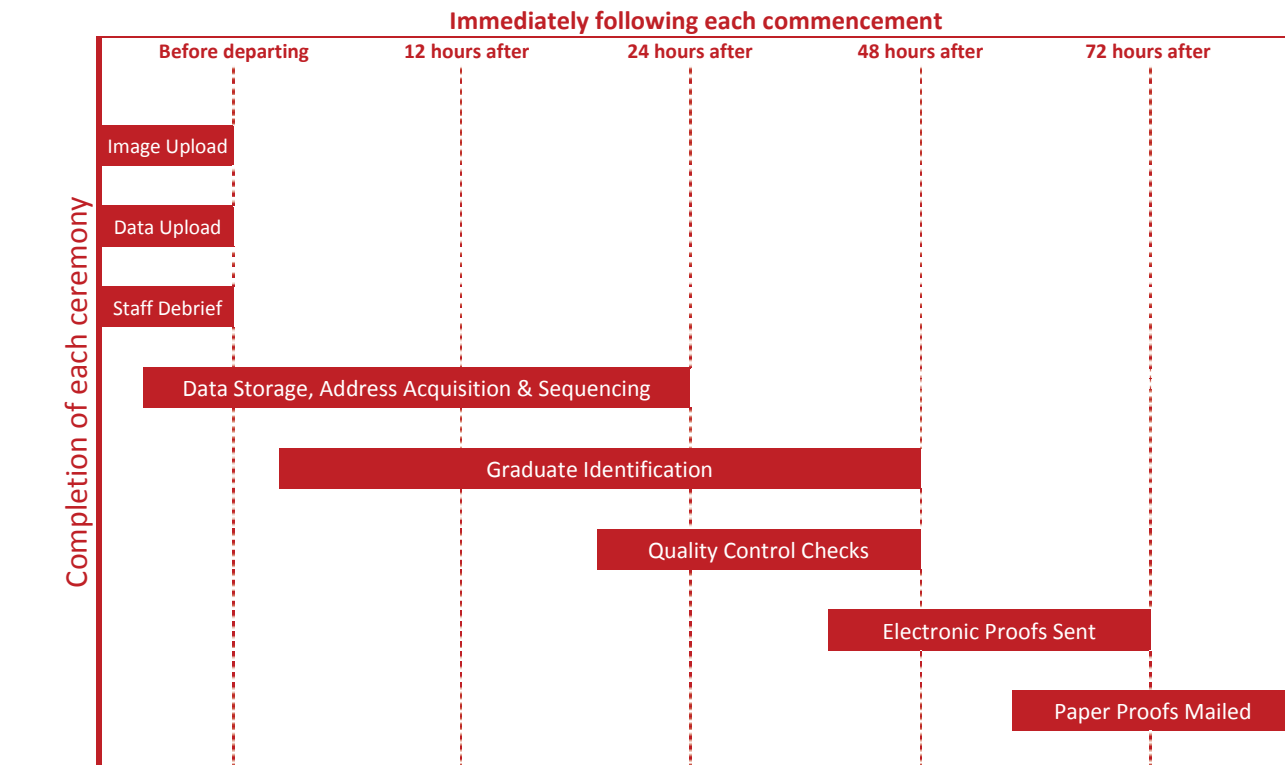
Photo Specialties typically generates between four and six different backgrounds for each image, and would solicit the University's advice for background recommendations. Backgrounds at **Radford University** may include items such as:

- Radford University logo backdrop
- US and Virginia Flags
- Various Buildings and Landmarks on Campus
- Photo Specialties Backdrop
- Traditional Background

Stage Four – Post-Ceremony Production

Photo Specialties has built a reputation on *extremely* fast proof delivery. Regardless of the hour, a team of employees is always scheduled to be standing by off-site, waiting on each event to conclude. After each ceremony, time is of the essence to electronically transmit images and data to this team, who is charged with matching graduates with their images, performing quality assurance checks, and delivering proofs to graduates and their families as rapidly as possible.

Although commencements at each university are different, a standard timeline showing the work that transpires following each ceremony is shown below. The left side of each bar represents when work on that step typically begins, while the right side of that bar represents a company-imposed deadline for the completion of that step.



A brief description of each step in this process begins on the next page.

Additional Information



Image Upload

Immediately following each commencement, the event staff will first back up all images to separate media, and then review those images on laptop computers for photographer evaluation purposes. Images are then securely transmitted to redundant storage servers.

Photo Specialties tries to work with its client universities to secure on-site Internet access. However, should a high-speed Internet connection not be available from the ceremony venue, or if the University prefers we do not take this step on-site we will run a quick back-up and get images back to the office the same day so that our evening crew can begin work on them immediately.

Staff Debriefing

The company's event staff will meet following each ceremony to review the images from that event, determine what information needs to be relayed to the post-production teams, troubleshoot any rare equipment problems, and make University-specific notes for how to improve Photo Specialties service at future commencement ceremonies.

Data Storage

The safe storage of images and ceremony data is another high priority for Photo Specialties. All data and images are saved electronically in redundant data facilities located in different areas of the country. Graduate data such as names, addresses, image assignments, and order information is always saved in an encrypted format.

Additional Information



Graduate Identification

Once ceremony photographs are ready and an accurate graduate sequence has been verified, the process of matching each graduate with his or her images may begin. Photo Specialties has developed its own graduate identification software to perform this task very rapidly. Even at ceremonies where four or more of the company's photographers are taking pictures of each graduate, it typically takes only a couple of seconds to assign the correct images to a graduate.

Quality Control Checks

After images have been identified, but before electronic proofs are sent out, the post production supervisor will perform a series of quality control checks to ensure all work was done correctly, and that images were accurately assigned. Once those checks are complete and the supervisor is satisfied with all work, he or she will then authorize proofs to be sent to graduates and their families. By doing these quality control checks we have an 98% accuracy rate over the broad base of graduations we photograph at.

Email and Paper Proofs Delivered

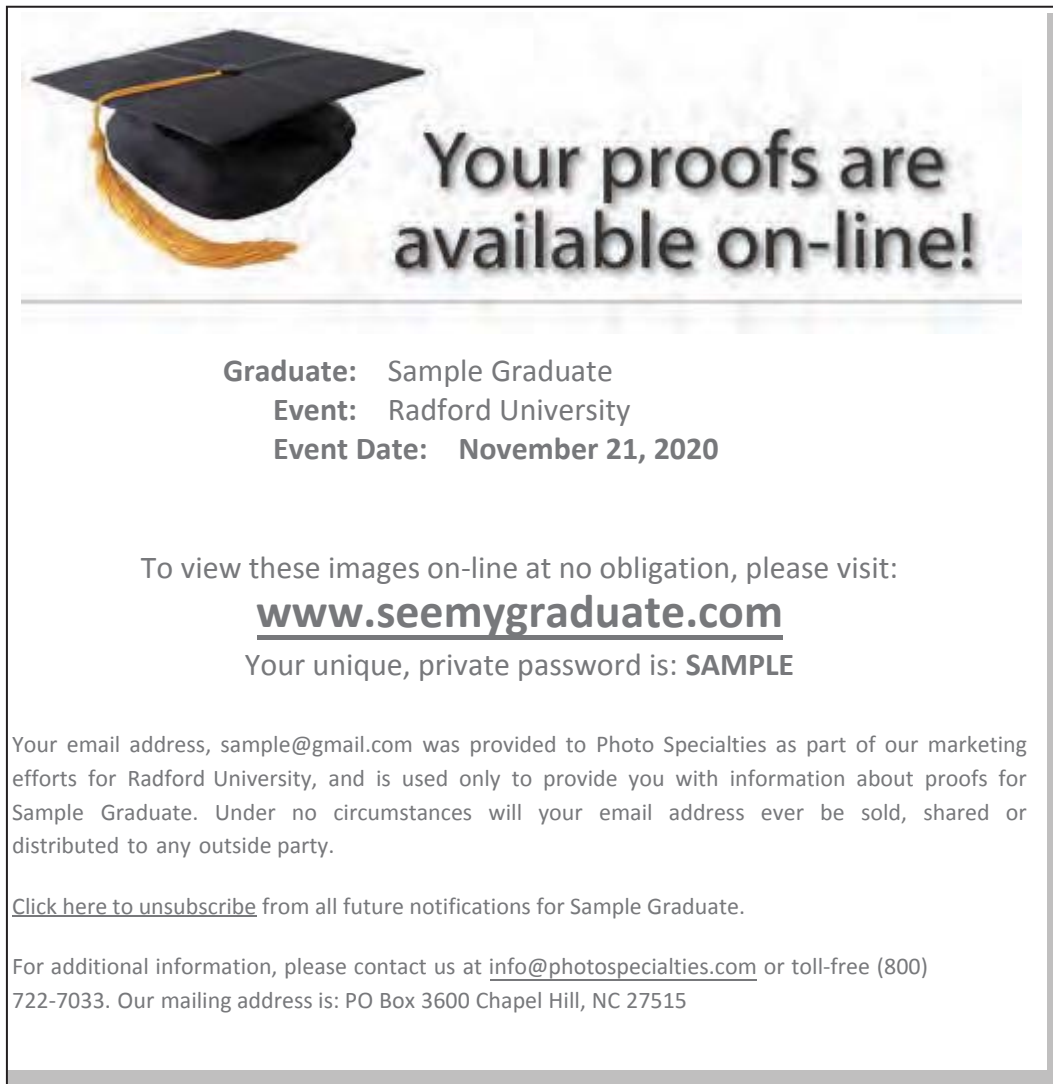
Immediately after graduates have been identified, and quality control checks are passed, Photo Specialties will send out email to graduates with instructions for viewing their proofs online. Proofs will go out no later than 2-3 days of the ceremony. Paper proofs will also be mailed through the U.S. Postal Service within 3-5 days.

Please see page 40 for information on proof delivery, and page 43 for information on order fulfillment.

PROOF DELIVERY

Email Proofs

Photo Specialties will send out electronic notifications to inform graduates of how to access their proofs on-line. These emails are usually customized with messages specific to the individual college, and proofs of the actual graduate. We will limit the reminder emails to five. This is unheard of in our industry where it is not uncommon for graduates to be besieged with 10-15 emails per year endlessly until they place an order. Obviously any family can opt out of our emails by simply using the unsubscribe link at the bottom of every email we send. A sample representation of these email notifications (without a graduate's proof) is shown here:

A sample email notification graphic enclosed in a thin black border. At the top left is a black graduation cap with a gold tassel. To its right, the text "Your proofs are available on-line!" is displayed in a large, bold, black font. Below this, a horizontal line separates the header from the body text. The body text includes: "Graduate: Sample Graduate", "Event: Radford University", and "Event Date: November 21, 2020". Below this is the instruction "To view these images on-line at no obligation, please visit:" followed by the URL "www.seemygraduate.com" in a bold, underlined font. Below the URL is the text "Your unique, private password is: SAMPLE". At the bottom of the graphic, there is a paragraph of smaller text: "Your email address, sample@gmail.com was provided to Photo Specialties as part of our marketing efforts for Radford University, and is used only to provide you with information about proofs for Sample Graduate. Under no circumstances will your email address ever be sold, shared or distributed to any outside party." Below this paragraph is a link: "Click here to unsubscribe from all future notifications for Sample Graduate." At the very bottom of the graphic is another paragraph: "For additional information, please contact us at info@photospecialties.com or toll-free (800) 722-7033. Our mailing address is: PO Box 3600 Chapel Hill, NC 27515".

Additional Information



Paper Proofs

Within five business days following each ceremony, Photo Specialties will print and mail paper proofs to each graduate whose address is known. These proofs contain not only the graduate's images, but also information on all the various ways orders may be placed, and how to access proofs on-line. There is absolutely no obligation or minimum order requirement for your graduates and families to view their proofs.¹⁴ They may keep them and we will not ask for them to be returned. A sample of the company's proof card can be found on the following page.

Note: The proof on the next page is sized down on the hard copy of this bid 77%. This was done so the legal size proof would fit on a letter sized bid page. The actual proof can be seen in the Sample Photo Envelope attached to the hard copy of this bid.

¹⁴ Section VI. F of University RFP Page 8

ORDER FULFILLMENT

Placing Orders

Photo Specialties has a very powerful yet easy to use website for ordering commencement photographs on-line. Each graduate's images are protected by a unique, private password. Customers ordering on-line may choose from a wide variety of packages and à la carte prints as well as numerous specialty items such as digital image downloads, plaques, frames, and canvas photographs. For print orders, customers may choose between various paper selections, including professional matte or Kodak's metallic paper, as well as lamination options. A few screenshots from Photo Specialties on-line ordering system can be found below.

Image Selection Screen

Photo Specialties
www.photospecialties.com

Images Products Customize View Cart Checkout Privacy Policy | Contact Us

Internet Specials
Free shipping for orders over \$125.00.
Shipping and handling charges will automatically be waived at checkout for Internet orders where the pre-tax subtotal of products exceeds \$125.00.
The offer applies only to orders shipped within the United States via USPS First Class Mail. Shipping charges are not applied to fees and services, nor are the charges from fees and services used to determine if your order qualifies for free shipping.

Select a photograph below for package and pricing information.

CHRISTY XIONG [Share these proofs!](#)

 Image No. I-1564501 WCU Fall Commencement SELECT	 Image No. I-1564502 WCU Fall Commencement SELECT	 Image No. I-1564503 WCU Fall Commencement SELECT	 Image No. I-1564504 WCU Fall Commencement SELECT	 Image No. I-1564505 WCU Fall Commencement SELECT
 Image No. E-6271 WCU Overview 10am SELECT	 Image No. E-6272 WCU Overview 3pm SELECT			

Image Customizations

While full color prints are the most popular, customers also have the ability to choose between black & white or sepia/antique color tones.



Full Color



Black & White



Sepia / Antique

Customization screen

Package C
One 8x10, Four 5x7's

8x10 Photograph (Qty. 1) | 5x7 Photographs (Qty. 4)

Customize your 8x10 photographs below:

Select Image: 1564503

8x10 Cropping: [?]

Image Color: Full Color

Title Style: White Border w/ Titles | Edit titles

Font Style: Times New Roman Bold | sample

Font Color: Black

Your 8x10 photographs will look like this:

Western Carolina University
Fall Commencement
December 14, 2019

Note: light or dark images will be color corrected prior to printing.

Save Customizations

Additional Information



When customizing prints, customers have the ability to zoom & crop their images, as well as apply titles, as shown on the preceding page. When customizing titles on prints, customers may choose between the following fonts and font colors:



Navy	Red
Brown	Gold
Black	Blue
Burgundy	Cyan
Green	Magenta
Orange	Purple
White	Yellow

Paper Types

Customers may choose from three different paper types when ordering with Photo Specialties.

- STANDARD** Standard paper is the traditional paper used in professional print finishing. It appears to have a textured appearance when viewed against a glare.
- LAMINATED** Laminated prints are created by taking a standard print (above) and applying a laminate plastic to both sides, which helps protect against moisture and tearing.
- PEARLIZED** Pearlized paper is also referred to as "metallic" paper. This paper's brilliant finish offers extra enhancement of color, brightness and detail. It improves the image's depth and clarity over standard or laminated paper.

Additional Information



Touchup Options

Customers may also choose various touchup options. "Quick retouching" is available to brighten teeth & eyes, soften facial complexions, blemishes & wrinkles, and enhance the overall quality of the photograph. Customers who wish to have more extensive work done on their photograph, such as smoothing scars or removing facial stubble, may choose to have professional alterations done by one of Photo Specialties imaging specialists.

Basic and Advanced Touchups

The screenshot shows the Photo Specialties website interface. At the top, there is a navigation bar with the following steps: Images, Products, Customize, View Cart, and Checkout. Below this, the main content area is divided into two columns. The left column contains three sections: "Quick Retouching:", "Standard Retouching:", and "Professional Alterations:". The right column features a large image of a graduate in a purple cap and gown, with a "SELECT & CONTINUE" button below it. To the right of the image, there is a form titled "Would you like to enhance this image?" with three radio button options: "No thanks" (selected), "\$15 - Quick retouching", and "\$35 - Customized professional alterations". Below the options is a text input field with the placeholder text "What would you like? (Examples of our advanced retouching services are shown to the left.)".

Quick Retouching:
Quick retouching helps to:

- Brighten Teeth & Eyes
- Soften Facial Complexions
- Soften Blemishes & Eliminate Wrinkles
- Enhance Overall Quality of Photo

Note: Quick Retouching will not remove acne, glare, or shiny flash reflection off the face and/or diploma cover. Please use our standard or custom retouching section for these requests.

Standard Retouching:
Standard Retouching includes all adjustments made in Quick Retouching and includes all glare removal on the image.

Professional Alterations:
Custom alterations include all basic retouching features, plus expert alterations of your choice. Simply specify what you'd like done to your image, and let our artists handle the rest! Examples could include:

- Smooth scars or acne
- Remove eyeglasses glare
- Stray hair removal
- Remove braces from teeth
- Remove facial stubble
- Remove double chin
- Remove background distractions

Photo Specialties is pleased to offer image touchup services, ranging from quick touchups to extensive customized professional alterations. **NOTE:** selecting the "customized professional alterations" option below in order.

Image Number I-1564502

Would you like to enhance this image?

No thanks

\$15 - Quick retouching

\$35 - Customized professional alterations

What would you like? (Examples of our advanced retouching services are shown to the left.)

View Larger Image

SELECT & CONTINUE

Payment Types



Photo Specialties accepts all major credit cards for online or telephone orders. Additionally, customers who wish to mail in payment can pay either by credit card, check or money order.

Delivery of Orders

Once Photo Specialties receives an order, it is reviewed for accuracy and then submitted for production. Even during the busiest weeks of the commencement season, photographs are normally printed and mailed within 2-3 days (excluding Sundays).

By default, all print orders are shipped using First Class / Priority Mail service through the U.S. Postal Service. FedEx Priority Overnight service is also available for customers requesting a faster delivery method. Photo Specialties is happy to accommodate international shipping as well.

Even orders that require special attention, such as minor skin blemish removal, add only minimal time to order processing - typically less than one additional day.

Customer Satisfaction Policy

Photo Specialties is dedicated to providing and maintaining its industry-leading customer service. The company's customer satisfaction policy is divided into three (3) components:

Print Quality

Photo Specialties has extensive resources in place to ensure the highest print quality. The company guarantees each print will ship within three business days and will meet or exceed all expectations of professionally printed photographs.

Replacements and Refunds

Any order (or part of an order) that arrives damaged due to shipping irregularities will be immediately reprinted and reshipped at no cost to the customer. Satisfaction is guaranteed with all print orders. For any item that does not meet customer expectations, the company will offer either a complete, no-cost replacement or issue a full refund with no associated fees.¹⁶

Photo Specialties takes two images of every graduate, but in the unlikely event a graduate is missed due to Photo Specialties error, we will try and work out an acceptable alternative with them that best serves their needs such as a staged reshoot at a future ceremony (with a free package given to them) or the option of them sending us an image taken that day and us printing a complimentary package of photos from the image they have shared with us.¹⁷

Customer Service

Photo Specialties representatives are available by telephone and email to care for its customers, and offers extended customer service hours during the commencement season. The company guarantees that all customer service issues will be efficiently handled by competent, professional staff.

¹⁶ Section VI. L of University RFP Page 8

¹⁷ Section VII. B.4 of University RFP Page 11

Additional Information

Commencement Photograph Prices

Photo Specialties would be able to offer the following items to the graduates of Radford University, subject to approval by the University. Graduates are never under any obligation to purchase.

Package Contents	Unit Price
Single 5x7	\$5.25
Eight Wallets	\$12.95
Single 8x10	\$10.50
Four 5x7s	\$19.95
One 8x10, Four 5x7s	\$29.95
Two 8x10s, Four 5x7s, Eight Wallets	\$49.95
One 10x14	\$24.00
Fifteen 5x7s	\$51.95
Forty-Eight Wallets	\$49.95



Canvas Frame

Digital Products	Price
High Resolution Digital Image	\$49

Specialty Products	Price
Commencement Plaque	\$49
5x7 Overview Photograph	\$7
5x7 Tassel Frame	\$39
8x10 Premium Canvas Frame	\$59



Commencement Plaque



Tassel Frame

Photo Specialties has a flat \$3.95 shipping charge for all print photographs shipped domestically, regardless of the quantity. For plaques, frames, and canvas frames, there is an \$12 shipping charge. High resolution digital images are sent via the Internet, and therefore have no associated shipping or handling costs.

The company guarantees no price increase during a second, third, fourth and fifth years of the contract assuming the University accepts the option to extend the contract.



SAMPLE PHOTOGRAPHS

Sample photographs for a few of Photo Specialties university clients are enclosed in the attached envelope. The company has identified three clients in particular with commencements of near-identical scope to Radford University:

University	Primary Venue	Number of May Ceremonies
[REDACTED]	[REDACTED]	4
[REDACTED]	[REDACTED]	3
[REDACTED]	[REDACTED]	8

Samples from these clients were selected because their commencements are almost identical to Radford University ceremonies with respect to:

- A. size and layout of the primary venue;
- B. number of graduating students for the largest ceremonies;
- C. pace/speed of the ceremony.



Addendum Number 1

Date: July 17, 2020

Reference Request For Proposal Number:	R21-001
Commodity:	Graduation Photography Services
Dated:	July 15, 2020
IF MAILING For Delivery To:	RADFORD UNIVERSITY Procurement & Contracts Department PO Box 6885 Radford, Virginia 24142
IF COURIER DELIVERY For Delivery To:	RADFORD UNIVERSITY Procurement and Contracts David E. Armstrong Complex 501 Stockton Street Radford, Virginia 24142
Proposal Due Date/Time:	August 5, 2020 at 3:00 PM

Below are questions and information related to RFP # R21-001 Graduation Photography Services:

1Q: Is SWAM certification a requirement to offer a proposal for this solicitation?

1A: It is not a requirement to be SWaM Certified to bid on the above solicitation.

However, there are advantages to holding a SWaM certification in the Commonwealth of Virginia and Radford University encourages vendors to seek certification if they are eligible.

Radford University, as other entities in the Commonwealth, have SWaM spend goals to meet annually and seek out SWaM certified vendors whenever possible for applicable solicitations.

For this solicitation, a SWaM certified vendor will receive 10 points in the SWaM Certification category of the scoring section. See page 12, **Section VIII EVALUATION AND AWARD CRITERIA, A. Evaluation Criteria, #5 SWAM – Participation of Small Businesses and Businesses Owned by Women and Minorities** of the solicitation.

Eligibility for points will be awarded if offeror's SWaM certification is valid on the date & time of submission deadline. Proposals will be received until August 5, 2020 at 3:00 PM.

2Q: Section V: If a company has not been classified by your state as Minority Owned, Woman Owned or Small, does the Attachment F need to be returned with the bid?

2A: Return Attachment F if it applies to you or return with offer noted as Non Applicable. Radford conducts due diligence in verifying SWaM certifications on all offerors.

3Q: Section VI for reference could you list the dates, and times of all the ceremonies that would have taken place in May 2020 so I can project the possible scenario for scheduling in 2021?

3A: Thursday – throughout day, various locations- Radford University Carilion Pinning Ceremonies-
Friday 10 a.m. – Radford University Carilion - ~250 undergraduate and graduates combined in one ceremony – Roanoke Berglund Center
Friday morning - Radford University main campus – ROTC Commissioning Ceremony
Friday afternoon - Radford University main campus – Pinning Ceremonies
Friday 5 p.m. – Radford University main campus – Graduate College Hooding and Commencement Ceremony - ~200 graduates
Saturday - Radford University main campus – One main ceremony ~1,300 graduates – rain plan moves to Dedmon Center with multiple ceremonies

4Q: Section VI the RFP lists the number of graduates for Fall, but approximately how many graduates walk in the Spring ceremonies?

4A: Reference 3A above for number of graduates:
RUC - ~250 Combined in one ceremony
Radford Campus - ~200 Graduate College Hooding & Commencement
Saturday - ~1,300 Graduates

5Q: Section VII – B- 5 regarding Financial Plan Attachment G, I do not remember having to fill out one of these before. Am I correct that I do not have to list anything on this Attachment if I am not seeking reimbursement for said expenses from the University? If so, please ignore next paragraph.

If not and you still need this information despite our company not seeking reimbursement, it states I should list the fixed costs my company will incur on this project. Is this correct? If so, does it seem reasonable to list the expenses such as labor for the event, payroll taxes on said employees, travel expenses including hotels, mileage and meals? Am I on the right track here?

5A: Attachment G's Financial Table is for reference if the offeror wants to use this format to give pricing. The offeror can submit their proposal in their own format but when considering the financials, include any costs referenced in A, B & C that applies to your costs.

6Q: Section XI on the pricing page you have said you want the shipping charges included on the chart. Shipping for all companies is generally a flat fee on the total order not just on one package. So, I want to make sure I understand this as it's a critical part of the bid. Let's assume I charge \$8 per 5x7 and I charge a \$5 shipping fee on the total order. So, in this scenario, in the spot where it asks for the cost of a 5x7 should \$8.00 be entered or \$13.00 be entered?

6A: You should enter \$13.00. Reference the total cost. This section is used for scoring purposes per Section VIII EVALUATION AND AWARD CRITERIA in the Evaluation Criteria table, #4 Financial Proposal.

7Q: How will our company acquire the contact information from the graduate? Most our clients supply us an electronic list of permanent addresses with emails. Some require us to attend a rehearsal and collect cards from the graduates there. Some have us pass out cards in line-up the day of the ceremony. Which of these methods has your University implemented for your past ceremonies?

7A: Code of Virginia now prohibits Radford University from releasing student names and email addresses. Radford University does not have a rehearsal. Radford University would provide vendor's information on the commencement website and it would be included in emails going to the graduates. Vendor providing information that day is a possibility but it's preferable that it doesn't happen in line up. Instead, prefer after the students have crossed the stage.

8Q: Are all names called from a list at the ceremony whether they are there or not? Or do you only call the names of people there? In this case are they checked off a list in line-up or do the graduates have a reader card that is handed at the reader podium as they cross the stage?

8A: Students are provided cards in line up with their names, college and major on them. They hand the card to the "reader" and the cards are kept in order (to the best of Radford's ability), banded and then given to the photography contractor.

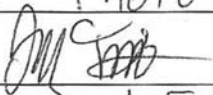
9Q: Considering that the Radford University Carilion ceremony occurs off campus in a city 45 miles away and has a separate planning committee for their ceremony, would purchasing consider allowing them input into the final decision or better yet consider the possibility that the Radford University ceremonies in Radford, VA and the Radford University Carilion Ceremony in Roanoke, VA each be allowed to make independent decisions in regards to the winner(s) of this bid?

9A: The evaluation committee for this solicitation consists of end user(s) and member(s) with expertise in photography services. They will play a large part in the determination of the contract(s) awarded.

Note: A signed acknowledgement of this addendum must be received at the location indicated on the RFP either prior to the proposal due date and hour or attached to your proposal. Signature on this addendum does not substitute for your signature on the original proposal document. The original proposal document must be signed.

Respectfully,

DocuSigned by:
Debbie Dove CPPB CUPO Senior Contract officer 7/17/2020 | 4:02 PM EDT
52F3A26F4047428...
Phone: 540-831-5598
Email: ddove1@radford.edu

Name of Firm:	Photo Specialties, Inc	
Signature:		Title: President/Owner
Print Name:	Joel Friedman	
Date:	8-1-2020	

Attachment D- Offeror Data Sheet



Vendor's Primary Contact for this RFP:

NAME: Joel Friedman

TITLE: President/Owner

PHONE: 919-967-9576

EMAIL: joel@photospecialties.com

Years in Business:

Indicate the length of time the Offeror's company has been in business providing the type of good or service to the type of customer detailed in this RFP:

YEARS: 44

MONTHS: 11

As requested below are four current references and one past client of Photo Specialties. The Universities listed below are a few of our University-level clients which have commencement exercises which are similar to those at Radford University or are in the same geographic area. The commencement coordinators listed below can provide testament to Photo Specialties service and reputation.

1. [Redacted]

Contact: [Redacted]
 Title: [Redacted]
 Phone: [Redacted]
 Email: [Redacted]
 Mailing: [Redacted]
 [Redacted]
 [Redacted]

Services: Photo Specialties has provided commencement photography at the main ceremony since 1996. Within the last 12 months, the company photographed 1300 graduates at the main ceremony and about 600 graduates at three other professional ceremonies that take place that same weekend.

Dates: [Redacted] has one ceremony a year which is always the 3rd Monday in May.

2. [Redacted]

Contact: [Redacted]
 Title: [Redacted]
 Phone: [Redacted]
 Email: [Redacted]
 Mailing: [Redacted]
 [Redacted]

Services: Photo Specialties has provided commencement photography at [REDACTED] since 2014. In 2019, our company photographed 400 graduates at the main ceremony. This school was included on this list because of their very close proximity to your University and the fact that they used a National Company for many years and searched us out due to their dissatisfaction with their long-time company.

Dates: [REDACTED] has one ceremony a year that takes place the 1st Saturday in May.

3.

[REDACTED]
Contact: [REDACTED]
Title: [REDACTED]
Phone: [REDACTED]
Email: [REDACTED]
Mailing: [REDACTED]
[REDACTED]

Services: Photo Specialties has a long history photographing for [REDACTED] as its commencement photographer since 1985. At this University we use the Green Screen system for capturing all the graduate's images after they get their handshake image taken. In 2019, our company photographed 1200 graduates at its three ceremonies that take place in May and another 600 that takes place at its single ceremony in December. This is in addition to the 150 graduates who had their cap & gown portraits taken at the two Grad Fairs that take place in October and March taken earlier that school year.

Dates: The Fall ceremony always takes place the 2nd weekend in December. The Spring ceremony takes place the first or second weekend in May.

4.

[REDACTED]
Contact: [REDACTED]
Title: [REDACTED]
Phone: [REDACTED]
Email: [REDACTED]
Mailing: [REDACTED]
[REDACTED]

Services: Photo Specialties has provided commencement photography at the [REDACTED] since 2015. In 2019, our company photographed 450 undergraduates at the main ceremony and a total of another 500 graduates at the other eight Departmental and Graduate ceremonies that took place over the weekend.

Dates: The [REDACTED] has 8-9 ceremonies that take place typically over third weekend in May.

5. **Inactive Commencement Account (as requested)** – Radford University at Carilion

Contact: Mr. Mark Lambert
Title: Director of University Relations – Roanoke-Based
Phone: 540-985-9031
Email: mlambert11@radford.edu
Mailing: 101 Elm St
Roanoke, VA 24013
Services: Photo Specialties has provided commencement photography at the Jefferson College of Health Sciences since 2010. In 2019, our company photographed exactly 230 graduates at the May ceremony. It is our belief that we were the first outside commencement photography company that Jefferson College of Health Sciences had ever used. We were notified in December 2018 that the school would be known as Radford University Carilion the following year, and although they would try to keep us on they would probably have to switch to the partnered Radford University photography company after the completion of the May 2019 ceremony.

Mr. Lambert said he would see what he could do to keep us on but notified us in October 2019 that they would have to use the Radford University preferred photography partner. I feel we parted on great terms, but we have not communicated with him since our exchange of emails October 2019 when we were officially notified of the change.

Out of fairness, I will not reach out to him or any other representative of that school during this bid process.

Dates: Radford University at Carilion has two ceremonies a year that generally takes place the 1st or 2nd weekend in December and the 2nd weekend in May.

RECENT TESTIMONIALS



THE UNIVERSITY OF NORTH CAROLINA
AT
CHAPEL HILL

LARS SCHOULTZ
William Rand Kenan, Jr. Professor

Department of Political Science
Campus Box 3265, Hamilton Hall
Chapel Hill, NC 27599-3265

(919) 962-0422 FAX (919) 962-0432
schoultz@unc.edu

July 30, 2010

Mr. Joel Friedman
President
Photo Specialties
PO Box 3600
Chapel Hill, NC 27514

Dear Joel,

I am writing to thank you, and to say that working with you and your staff has been a pleasure. This was the first time the Political Science Department arranged for a professional to photograph its commencement ceremony and, frankly, we were a little anxious. We were concerned that a professional photographer might be intrusive to the ceremony or slow down the procedures, and we were not even sure where to position the photographer. But in the end, none of these concerns was valid. Having a professional photographer clearly enhanced rather than detracted from the ceremony. It allowed us to discourage parents from standing or moving around for a better shot of the stage. At the same time, it allowed us to reassure our 330 graduates and their extended families that this very memorable day would be recorded. And it was recorded, beautifully.

So, on behalf of all my colleagues, let me thank you sincerely. You will be hearing from us again next year.

Cordially,

A handwritten signature in blue ink, appearing to read "Lars Schoultz".

Lars Schoultz
Professor and Chair

A Note Regarding Photo Specialties Being Certified as Part of this Program

Photo Specialties is a family run business but is not women-owned or minority-owned.

Over the past 10 years Photo Specialties has worked to be a certified as a small business vendor in the State of Virginia. With revenues less than the \$10,000,000 threshold, we should qualify. We have turned all paperwork into the SWaM office, and after a lot of back and forth have been told that all applicable paperwork has been turned in.

The one hitch is that for an out-of-state company to be approved as a small business vendor in Virginia, they must be approved in their home state and prove that certification to Virginia.

Unfortunately, North Carolina does not have a program that certifies small business in our state. So, my understanding is without this requirement filled, Photo Specialties is unable to qualify as a small business in the state of Virginia.

Attachment G- Financial Proposal



General Outline of Services

Photo Specialties will provide Commencement photography services to Radford University and/or Radford University Carilion at no charge. These services will cover (but are not limited to) 3 ceremonies in the Fall and four ceremonies in the Spring.

As part of our services Photo Specialties will supply any graduate that shares his/her mailing address a paper proof sheet which will list the photos and products available for purchase. In addition, if we are provided an email address an electronic proof form will also be sent. There is absolutely no obligation to your graduates and/or families, and they do not have to return the paper proofs they receive.

If they do order, there is no minimum order requirement and 5x7 print prices start at \$5.25 with a shipping fee of \$3.95 regardless of the size of the order which we believe is the lowest cost for shipping in the industry. They can order using our secure proprietary website, calling our toll-free customer service line or mailing their order to us. (Please see following page for complete pricing schedule.)

Once a graduate orders on our secure site their prints will be shipped within 3 business days from our lab in Oklahoma City. Shortly after receiving their orders the graduates will be asked to fill out an on-line survey form in which the results will be shared with Radford University officials.

All orders have a 100% money-back guarantee. If the customer is unhappy with the end print and/or product for **any reason**, they may return them at **any time** for a full refund of the **total amount** paid. If they do return the prints, they can do so using a postage free envelope that we will provide. (The exception is for the purchase of digital images. Unfortunately, once they are sent there would be no way to return them, so this product is non-refundable)

Sharing of Promotional Images with University

After the event is over, Photo Specialties will share a DVD/USB Drive or electronic link with Radford University that will contain all promotional images shot before and after the graduate's names are called. In addition, we will provide a few random samples of the graduates crossing the stage and the second shots taken off stage. With these complimentary images we will provide a letter granting Radford University the ownership rights to the images to use in any way the University chooses.

When the renewal information is sent to the University, a link will be provided, and the University will have the opportunity to receive a complimentary 5x7 photo album that contains 25 - 5x7 prints. The University can choose the 25 prints that are to be enclosed in the book or they can request Photo Specialties use their best judgement to fill the book.

If the University desires more prints than the complimentary 25 – 5x7's they can be purchased at a discounted rate of 60% off the pricing offered to the graduates.



Expected Financial Considerations

Besides the variable costs of producing the products (which is proportional to the total sales) Photo Specialties would budget for the following fixed costs for each semester of ceremonies:

Photography Labor	\$2000
Mileage Reimbursement Expense	\$ 500
Hotel Expense 2 nights, 4 rooms	\$ 600
Meal Allowance	\$ 300
5x7 album for University	\$ 75
Postage to ship 1700 paper proofs	\$ 850
Total	\$4325

I believe this total to be high as I believe some of the crew might be traveling from home who locally live in nearby areas, but I set the budget high because of unknowns related to doing this ceremony the first time.

As for revenues, I would expect based on previous schools of your size and demographics to have a return of about 40-50%. Based on even a low-end return of 25% we expect there to be a nice potential profit from the event.

Unknown Factors to be Considered

The only unknown potential concern is what percentage of graduates will provide contact information to us. The typical percentage opting in was not mentioned in the bid and we do not have a track record with the school to determine this. From our experience the percentages can range greatly depending on how the school publicizes this. For our models we used a figure of 70% which is a lower middle range of what it can be. It is the one part of this entire bid that we will not have any control over the success or failure of.

End Conclusion from this Financial Proposal

In summary we would provide a no cost whatsoever service to Radford University. Your graduates would receive both paper and electronic proofs at no cost or obligation from us. If they do order they can order prints starting at \$9.90. (Including shipping)

Based on the number of potential graduates photographed and trends we have seen in the industry and from similar schools in the area, Photo Specialties believes that we can make a fair return from covering this event assuming that a normal percentage of graduates share their contact information with us.

Pricing Schedule

	PICTURE SIZE	UNIT	UNIT PRICE *
	8" x 10" Color Print	Each	\$14.45
	5" x 7" Color Print	Each	\$9.20
	Wallet Size-1 sheet	Sheet of 8	\$16.90
	Wallet Size-6 sets	Sheet of 8	\$53.90
	3" x 5"	Each	\$9.20
	4" x 6"	Each	\$9.20
	5" x 7" set of 15	Each	\$55.30
	10" x 14"	Each	\$27.95
	Price per package (examples):		
	1-8x10, 4-5x7s	Package	\$33.90
	2-8x10s, 2-5x7s, 8 wallets	Package	\$53.90
	1 High Res Digital Image	Package	\$39.95 **
	1 Plaque		\$60.95***
	1 Tassel Frame		\$50.95***

* All prices for prints listed above include a flat rate of \$3.95 for shipping and handling that does not change regardless of the size of the order. This price is a flat fee per order not by line item, but was listed this way as per request of the RFP Section XI. For a more accurate list of pricing, please refer to the Commencement Photograph Pricing section on page 48.

** Digital images are sent via email so they do not incur a shipping and handling fee.

*** Plaques and Tassel Frames each carry an \$11 shipping and handling fee which is included in the prices above.

Radford University RFP#R21-001
Graduation Photography Services
NEGOTIATION POINTS WITH PHOTO SPECIALTIES, INC.

As allowed in Section VIII Evaluation and Award Criteria, subsection B, of the subject RFP, the University is conducting negotiations. We are requesting a written response to the negotiation questions listed below.

PHOTO SPECIALTIES, INC.

NEGOTIATION POINTS:

RADFORD UNIVERSITY: If a contract is awarded by **January 31, 2021**, will you be prepared to photograph the ceremonies for Radford University and RUC's Spring Commencement?

VENDOR RESPONSE: Yes, we will.

RADFORD UNIVERSITY: If a contract is awarded by **January 31, 2021**, would you be in a position to support all aspects of this contract?

VENDOR RESPONSE: Yes, we will.

RADFORD UNIVERSITY: If you are awarded a contract, are you willing to offer the contract services to other agencies of the Commonwealth of Virginia as described in Section III, Contract Participation?

VENDOR RESPONSE: The pricing set-up in this bid covers any school that holds at least one ceremony a year with at least 700 graduates walking. So, any schools that meet that criteria would qualify for the same terms and pricing as in our proposal that we submitted.

RADFORD UNIVERSITY FOLLOW-UP (12/18/2020): Agree. Following is the language that will be used in the contract: Institutions with at least one ceremony a year inclusive of 700 graduates walking, will receive contract pricing as detailed in the Pricing Table. Institutions below the 700-minimum requirement will negotiate, and mutually agree to in writing, pricing based on their specific criteria.

VENDOR FOLLOW-UP RESPONSE (12/18/2020):

Update 1/12/2020: Upon further review we are waiving the 700 graduate minimum requirement. So, to answer the original question, yes we are willing to offer the contract services to other agencies within the Contract Participation program.

RADFORD UNIVERSITY FOLLOW-UP (1/20/2021): If a contract is awarded, are you in agreement to report overall spend semi-annually w/ all entities that access this contract?

VENDOR FOLLOW-UP RESPONSE (1/20/2021): Yes, Photo Specialties agrees to these reporting guidelines for all entities that access this contract.

CONTRACTUAL TERMS, CONDITIONS AND TEMPLATES:

RADFORD UNIVERSITY: If awarded a contract, are you in agreement the terms and conditions as published in the RFP solicitation shall govern the contract?

VENDOR RESPONSE: Yes, we are.

RADFORD UNIVERSITY: If awarded a contract, do you agree the standard two-party contract made available in the RFP document will be the only document used to award the contract? **If your response is no, provide any additional forms or documents** that you will require to be incorporated into the contract document.

VENDOR RESPONSE: Yes, we are agreeable to that being the sole document used.

RADFORD UNIVERSITY: If a contract is awarded, are you in agreement to adhere to and follow **Section IX, Reporting and Delivery Requirements**, in the RFP document? If your response is no, provide additional information to Radford pertaining to exceptions **Photo Specialties, Inc.** may have to our Reporting and Delivery Requirements.

VENDOR RESPONSE: Yes, we are willing to share all reporting you are requesting in the RFP.

RADFORD UNIVERSITY FOLLOW-UP (1/20/2021): If a contract is awarded, are you in agreement to report overall spend semi-annually with Radford University?

VENDOR FOLLOW-UP RESPONSE (1/20/2021): Yes, Photo Specialties agrees to these reporting guideline requirements with Radford University.

RADFORD UNIVERSITY: Do you agree the initial contract is for a period of one year?

VENDOR RESPONSE: Yes.

RADFORD UNIVERSITY: Upon completion of the initial contract period, does **Photo Specialties, Inc.** agree the contract may be renewed by Radford University, upon written agreement by both parties, for four one-year periods or as negotiated, under the terms of the current contract?

VENDOR RESPONSE: Yes. Working with several Universities in Virginia we are extremely familiar with the 1 year with four option years arrangement.

RADFORD UNIVERSITY: **Photo Specialties, Inc.** is currently registered in the eVA internet procurement solution. Your eVA status is self-registered and the eVA ID number is **VS0000068294**. If awarded a contract do you agree to retain your current eVA status throughout the contract term?

VENDOR RESPONSE: Yes absolutely. We are very proud to be a part of that program.

RADFORD UNIVERSITY: In eVA, your organization is registered as **Photo Specialties, Inc.** with your eMail contact listed as **Joel Friedman**. Should you be awarded a contract and an order is placed from Radford University with your company, what *order to* and *invoice to* company name and address would be used to set up your account in Radford's contract database and accounts payable system? Please confirm: the entity's legal name, your contact, your contact's email, phone number and fax number.

VENDOR RESPONSE:

Photo Specialties, Inc
Joel Friedman
Joel@photospecialties.com
919-967-9576
919-967-9578 (fax)

RADFORD UNIVERSITY: In the eVA database **Photo Specialties, Inc.** is not listed as a certified SWaM vendor. Please confirm.

VENDOR RESPONSE: We can confirm this. As stated on page 58 in the RFP, unfortunately we are not eligible to be part of this program.

RADFORD UNIVERSITY: Do you acknowledge, agree and understand that Radford University cannot guarantee a minimum amount of business if a contract is awarded to your company?

VENDOR RESPONSE: Yes. This is the same understanding we have with all our Commencement clients and is standard in our industry.

FINANCIAL CONSIDERATIONS:

RADFORD UNIVERSITY: Would Photo Specialties, Inc. consider a reduction in the pricing that was submitted in your proposal? Please see below and confirm:

Picture Size	Unit	Photo Specialties, Inc.'s Proposal Pricing	VENDOR RESPONSE: Photo Specialties, Inc.'s Revised Pricing
8" x 10"	Each	\$14.45	\$10+3.95= \$13.95
5" x 7"	Each	\$9.20	No revision= \$ 9.20
Wallet Size – 1 Sheet	Each	\$16.90	\$12+3.95= \$ 15.95
Wallet Size – 2+ Sheets	Each	\$8.98 (w/ 6 sheets)	No revision

3" x 5"	Each	\$9.20	No revision
4" x 6"	Each	\$9.20	No revision
5" x 7"	Each	\$3.68 (w/ Set of 15)	No revision
Package:			
(1) 8" x 10", (4) 5" x 7"	Package	\$33.90	\$28.95+3.95= \$32.90
(2) 8" x 10", (2) 5" x 7" & (8) Wallets	Package	\$53.90	\$39.95+3.95=\$43.90

Are there any other options that you recommend? Please list them with pricing.

VENDOR RESPONSE: I think there is a very important thing for you to consider when talking about pricing so that the comparison between companies is fair.

Your current company and virtually all other national competitors use a sliding shipping scale in calculating their shipping costs. These companies generally charge on average \$5 to ship one print, \$8 to ship 3 and \$10 to ship 5. It goes up from there. This is a major profit center for our competitors.

Our company does not do this. We charge a flat \$3.95 shipping and handling fee whether 1 print is ordered or 20 are ordered. (In fact, we charge no shipping on orders of \$125 or more.)

For this reason, I think your system of asking for pricing and including shipping is flawed. The other companies cannot correctly figure in shipping because shipping is calculated at check-out based on the total number of prints shipped. Multiple packages add additional shipping costs, but your current company has shipping starting at \$5 so that should be the minimum built into each print/package listed in their bid.

In my above pricing I have added the \$3.95 charge into each line item, but if the customer orders from multiple lines (which happens in the majority of orders that we receive) they only pay the shipping once regardless how much they order. This situation will not occur with our competitors.

In summation, when looking at our pricing, the numbers only apply when one line item is ordered. Please subtract \$3.95 from each additional line item the customer potentially could order from.

Please read page 48 of our RFP for a more accurate table of our pricing.

RADFORD UNIVERSITY FOLLOW-UP (12/18/2020): Below is follow-up to revised pricing. Review and confirm your agreement. Following is language that will be used in the contract for shipping fees:

Photo Specialties has a flat \$3.95 shipping charge for all print photographs shipped domestically, regardless of the quantity. For plaques, frames, and canvas frames, there is an \$11 shipping

charge. High resolution digital images are sent via the Internet, and therefore have no associated shipping or handling costs.

Picture Size	Unit	FOLLOW-UP: Photo Specialties, Inc.'s Contract Pricing
8" x 10"	Each	\$10.00
5" x 7"	Each	\$5.25
Wallet Size – 1 Sheet	Each	\$12.00
Wallet Size – 6+ Sheets	Each	\$8.33
3" x 5"	Each	\$5.25
4" x 6"	Each	\$5.25
1 - 5" x 7"	Each	\$5.25
4 - 5" x 7"s	Set	\$19.95
15 – 5" x 7"s	Set	\$51.35
10" x 14"	Each	\$24.00
Package:		
(1) 8" x 10", (4) 5" x 7"	Package	\$28.95
(2) 8" x 10", (2) 5" x 7" & (8) Wallets	Package	\$39.95
Digital/Specialty Products:		
High Res Digital Image	Each	\$39.95
High Res Digital Image – 2+ Images		\$75.00
Commencement Plaque	Each	\$49.95
5" x 7" Overview Photograph	Each	\$7.00
5" x 7" Tassel Frame	Each	\$39.95
8" x 10" Premium Canvas Frame	Each	\$59.95
Optional Services:		
Green Screen		No charge –space requirements must be met
All Available Digital Images w/ Green Screen Option		\$99.00

VENDOR FOLLOW-UP RESPONSE (12/18/2020): Agreed

RADFORD UNIVERSITY: Should the need arise for Radford University to purchase goods or services, does **Photo Specialties, Inc.** agree to provide monthly invoices with payment due thirty (30) days after receipt of invoices or goods/services, whichever is later?

VENDOR RESPONSE: Yes. In addition, those terms are no problem.

RADFORD UNIVERSITY: If awarded a contract, do you agree to limit price increases for all goods sold to students and their families and Radford University to no more than the percentage increase of the “other services” category of the Consumer Price Index for All Urban Consumers (Current Series) <CPI-U> for the latest twelve (12) months for which statistics are available at the time of renewal?

VENDOR RESPONSE: Yes we agree, but we have absolutely no plans to raise prices during the entirety of this agreement.

RADFORD UNIVERSITY FOLLOW-UP (1/20/2021): If a contract is awarded, are you in agreement to issue the period of contract from upon execution of contract to February 1, 2026, or as negotiated?

VENDOR FOLLOW-UP RESPONSE (1/20/2021): Yes we agree to this timeframe.

RADFORD UNIVERSITY: If awarded a contract do you agree that all fees in your financial proposal are inclusive and no additional fees will be added?

VENDOR RESPONSE: Yes we agree to this 100%.

SCOPE IMPLEMENTATION and ASSOCIATED FEES:

RADFORD UNIVERSITY: If awarded a contract, confirm there will always be dedicated staff assigned to work with Radford University. Please identify all employees that will be working with Radford University to achieve the requirements of the contract. List their names, titles, areas of responsibility and contact information.

VENDOR RESPONSE: All this information is shared in detail on pages 23-26 of the RFP previously submitted, but in summary here is the information you requested.

Joel Friedman/President joel@photospecialties.com 919-260-0166

As President of the company, I would be the primary contact arranging the logistics of the ceremony particularly in the first year.

Tim Litchfield/ VP of Operations
tim@photospecialties.com 919-632-7088

Tim is the most likely lead photographer for your May 2021 event. If he does not get scheduled Joel Friedman or Kristina Knisley will be leading the event. These are all great choices all having between 10-30 years' experience photographing Commencements.

Nicole Terhune/ Director of Logistics and Operations

nicole@photospecialties.com 919-922-5959

Nicole will be the person in charge once the images are turned in. It is her job to edit the images, assign them to the correct person and notify the graduates the images are available for purchase.

Kristina Knisley/ Head Photographer

kristina@photospecialties.com 984-215-1390

Kristina will be the person in charge of assigning the photographers to your event and packing and testing of all equipment assigned to said photographers.

Reese McDonald/ Production Manager

reese@photospecialties.com 919-537-5129

Reese will be the front person leading our customer service staff in our office. Any situation that arises after the proofs and prints go out; he will be largely in charge of.

RADFORD UNIVERSITY: Reference Attachment C Special Terms and Conditions. As allowed in #2, should additional services be identified during the contract term, a contract modification will be submitted, reviewed and executed, in advance, by Photo Specialties, Inc. and Radford University. Are you in agreement with this methodology/approach?

VENDOR RESPONSE: Yes, very much so.

RADFORD UNIVERSITY: Should additional services be incorporated into the contract, does Photo Specialties, Inc. agree to provide monthly invoices with payment due thirty (30) days after receipt of invoices or goods/services, whichever is later?

VENDOR RESPONSE: Yes, we will.

RADFORD UNIVERSITY: Identify additional services you can provide under a contract with applicable rates assigned to each.

VENDOR RESPONSE: I think the service discussed in our proposal is all encompassing and there are no charges for any of it. We discussed a green screen option in the bid and if that is accepted there is still no charge to add that service to our package.

At many schools we work with we cover the Bookstore's Graduation Fair. This is an event with many vendors and oftentimes they will add a Formal Photography station to the event and have a photographer in place taking Cap & Gown Portraits of any interested Seniors. Like the on-site graduation shots that we are offering in our proposal this service can be provided at no charge to the University and proofs will be sent to the Seniors at no cost or obligation to order. This photo opportunity is very popular particularly for Seniors that want to include photographs in Graduation Announcements and/or thank you notes.

RADFORD UNIVERSITY: Please list any expectations you have of Radford University should you be awarded the contract.

VENDOR RESPONSE: We have three main expectations:

- 1) The ability to stand in a position within 9-15 feet from the graduate handshake or diploma pass with the University Official so that we will have the ability to get a sellable shot of each Graduate.
- 2) The ability to acquire from as many graduates as possible their contact information. To do this we will need the University to assist us in getting the word out to the graduates. We have multiple suggestions on how to do this which we hope to share at the appropriate time.
- 3) To have a contact person at the University that will communicate to us their needs and fill us in on any expectations they have so we can do the best job possible for Radford University and its Graduates.

RADFORD UNIVERSITY FOLLOW-UP (1/20/2021): 1) Radford University recognizes the importance of a good photo op and will work Photo Specialties as space allows for each ceremony. 2) Radford University accepts feedback on suggestions and, to the extent of the law, Radford University will work with Photo Specialties for graduate contact info. 3) Radford University will have a contact person for graduation ceremonies.

RADFORD UNIVERSITY: What is your required lead time for photography services not planned in advance?


VENDOR RESPONSE: This is a difficult question because the scope of what can be asked for greatly affects this answer. In general, we would like two weeks' notice on any new photography request, so we have adequate time to get the right people in place to execute the job.

However, we expect there to be changes on the fly during Graduation weekend. The lead photographer on-site will do everything they can do to accommodate any late changes even if these requests happen minutes before the ceremony is to begin.

Photo Specialties, Inc.

Joel Friedman
Print Name

Owner
Title


Signature

1-21-2021
Date