



STANDARD CONTRACT

Contract Number: RU26037

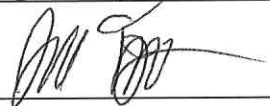
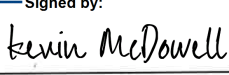
This contract entered into this 9 day of October, 2026, by Photo Specialties, Inc., located at PO box 3600 Chapell Hill, NC 27515, hereinafter called the "Contractor" and Commonwealth of Virginia, **Radford University**, called the "Purchasing Agency or Radford University", located at 801 East Main Street, 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 **October 15, 2026** through **October 14, 2031** with **Five (5) one-year renewal options** or as negotiated.
4. **THE CONTRACT DOCUMENTS SHALL CONSIST OF:**
 - **This signed Radford University Standard Contract Document;**
 - **Radford University's Response for Proposal (RFP) R26-008 dated July 7, 2026, Addendum 01 dated July 31, 2026.**
 - **All, General, Special and Additional Terms and Conditions as included in the Request for Proposal**
 - **Contractor's Proposal signed and dated August 2, 2026**
 - **Response to Negotiation Questions received September 23, 2026.**
5. **FINANCIAL COMPENSATION AND METHOD OF PAYMENT:**

Package Contents	Unit Price
Single 5x7	\$ 8.00
Eight Wallets	\$14.95
Single 8x10	\$14.95
Four 5x7s	\$23.95
One 8x10, Four 5x7s	\$34.95
Two 8x10s, Four 5x7s, Eight Wallets	\$54.95
One 10x14	\$24.95
Fifteen 5x7s	\$51.35
Forty-Eight Wallets	\$59.95
Digital Products	Price
High Resolution Digital Image	\$39.95
Specialty Products	Price
Commencement Plaque	\$49.95

5x7 Overview Photo	\$9
11x11 Tassel Frame	\$46.95
8x10 Premium Canvas Frame	\$74.95

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

CONTRACTOR		RADFORD UNIVERSITY	
Printed Name:	<u>Joel Friedman</u>	Printed Name:	<u>Kevin McDowell</u>
Title:	<u>Owner</u>	Title:	<u>Sr. Contract Officer</u>
Signature:	<u></u>	Signature:	<u></u>
Date:	<u>10-9-26</u>	Date:	<u>10/9/2026 1:13 PM EDT</u>

TERMS AND CONDITIONS



GENERAL TERMS AND CONDITIONS

This solicitation and any resulting contract are subject to the provisions of the *Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and their Vendor's* and any revisions thereto, and the *Governing Rules*, which are hereby incorporated into this contract in their entirety. A copy of both documents is available for review at www.vascupp.org.

1. **ADMINISTRATIVE APPEALS PROCEDURE:** Although Radford University is authorized to establish an administrative appeals procedure, it has chosen not to develop such procedures, but rather will rely on legal action for such determinations. (Governing Rule §55). However, Radford University reserves the right to use Alternative Dispute Resolution (ADR) for hearing appeals from decisions on disputes arising during the performance of a contract or when it is deemed to be in the best interest of the University. (Governing Rule §56).
2. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, (bidders/offers) 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 Governing Rules. 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 Rule §36).

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.
3. **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.
4. **ANNOUNCEMENT OF AWARD:** Upon award or the announcement of the decision to award a contract over \$200,000 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.
5. **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.
6. **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.
7. **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.
8. **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 if 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 dispute's clause provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors (Governing Rule §53). 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.
9. **CONTROLLING VERSION OF SOLICITATION:** The original 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 original 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.
10. **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.
11. **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.
12. **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. (Governing Rule §11).

13. **EO/AA STATEMENT:** If this contract is a covered government contract or subcontract, contractors and subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Radford University does not discriminate against employees, students, or applicants on the basis of age, color, disability, gender, gender identity, gender expression, national origin, political affiliation, race, religion, sexual orientation, genetic information, or veteran status; or otherwise discriminate against employees or applicants who inquire about, discuss, or disclose their compensation or the compensation of other employees, or applicants; or any other basis protected by law.
14. **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.
15. **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 should self-register in eVA and pay applicable vendor transaction fees. Failure to register may result in the bid/proposal being rejected.
16. **E-VERIFY REQUIREMENT OF ANY CONTRACTOR:** Any contractor with more than an average of 50 employees for the previous 12-months entering into a contract in excess of \$50,000 with the University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
17. **FEDERAL GRANTS:** The following provisions apply to a contract made under a federal grant: Appendix II C.F.R. 200§§200.317-200.326.
18. **FORCE MAJEURE:** The performance of the contract 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 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 contract. The contract 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.

19. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a contract with the Commonwealth of Virginia, the contractor certifies that the contractor does not, and shall not during the performance of this contract for goods and services in the Commonwealth, knowingly employ an unauthorized illegal alien as defined in the federal Immigration Reform and Control Act of 1986.
20. **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; or 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 failure of the issuing agency to use the material, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
21. **MANDATORY USE OF RADFORD UNIVERSITY'S FORM AND TERMS AND CONDITIONS:** Failure to submit a response on Radford University's 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 response.
22. **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 state agency, 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 the objection, access to equivalent goods, services, or disbursements from an alternative provider.
23. **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, social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - 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 accessed in lieu of withholding such payment.

- 24. **PRECEDENCE OF TERMS:** The following paragraphs of these General Terms and Conditions shall apply in all instances: **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, Debarment Status, Antitrust, Mandatory Use of Radford University's Form and Terms and Conditions, Clarification of Terms, and Payment.** 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.
- 25. **PRICING CURRENCY:** Unless otherwise stated in the solicitation, bidder/offeror shall state bid/offer in U.S. dollars.

26. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The University may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeree to perform the services/furnish the goods and the bidder/offeree shall furnish to the University all such information and data for this purpose as may be requested. The University reserves the right to inspect bidder/offeree's physical facilities prior to award to satisfy questions regarding the bidder/offeree's capabilities. The University further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder/offeree fails to satisfy the University that such bidder/offeree is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
27. **SUPREMACY CLAUSE:** Notwithstanding any provision in the bidder's/offeree's response to the contrary, the bidder/offeree agrees that the terms and conditions contained in Radford University's bid/offeree prevail over contrary terms and conditions in the bidder's/offeree's response.
28. **TAXES:** Sales to the Commonwealth of Virginia and Radford University 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 appropriate University Sales and Use Tax of Exemption number is as follows: RU 10-546001789F-001; FIN 54-6001789
29. **TESTING AND INSPECTION:** The University reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to specifications.
30. **TRANSPORTATION AND PACKAGING:** By submitting bids/offers, all bidders/offerees certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest band best rate upon the actual weight of the goods to be shipped. Except as otherwise specified herein standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description and quantity.
31. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders/offerees to the specific brand, make or manufacturer name, but conveys the general style, type, character, and quality of the product desired. Any product which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/offeree is responsible to clearly identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the University to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring the bid as nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an equal product, such bid will be considered to offer the brand name product referenced in the solicitation.

I. ADDITIONAL TERMS AND CONDITIONS:

1. **ADDITIONAL GOOD AND SERVICES:** The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services, under the same pricing, 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 newly introduced during the term of the contract.
2. **AUDIT:** The Contractor hereby agrees to 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. Radford University, its authorized agents, and/or state auditors shall have full access and the right to examine any of said materials during said period.

3. **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 contract.
4. **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 for 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 Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Request for Proposal including all addendums thereof, the proposal submitted by the Contractor, the written results of negotiations, the University Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
6. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package and identified as follows:

From

Name of Offeror	Due Date	Time Due
Street or Box Number		Solicitation Number
City, State, Zip Code		Solicitation Title
Procurement Officer: _____		

The envelope should be addressed to:

RADFORD UNIVERSITY
 Procurement and Contracts Department
 P.O. Box 6885
 501 Stockton Street
 Radford, Virginia 24142

The Offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

7. **NOTICES:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered, mailed or electronically submitted to the address of the respective party at the following address:

If to the Contractor: Address Shown on the RFP Cover Page
Attention: Name of Person Signing RFP

If to Radford University:

RADFORD UNIVERSITY
 Procurement and Contracts Department

Attn: Procurement Officers Name
P.O. Box 6885
501 Stockton Street
Radford, Virginia 24142

8. **PUBLIC POSTING:** 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 and mutually negotiated, as proprietary information will not be made public.
9. **SEVERAL LIABILITY:** Radford University will be severally liable to the extent of its purchase made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

II. SPECIAL TERMS AND CONDITIONS:

1. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, 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 the advertising or product literature that Radford University has purchased or uses its products or services, and the Contractor shall not include Radford University in any client list in advertising and promotion materials without the express written consent of the University.
2. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Contractor assures that the information and data obtained as to personal facts and circumstances related to faculty, students or staff and affiliates will be collected and held confidential, during and following the term of this contract, and will not be divulged without the individual's and the University's written consent and only in accordance with federal law or the Code of Virginia. This shall include FTI, which is a term of art and consists of federal tax returns and return information (and information derived from it) that is in contractor/agency possession or control which is covered by the confidentiality protections of the Internal Revenue Code (IRC) and subject to the IRC 6103(p)(4) safeguarding requirements including IRS oversight. FTI is categorized as sensitive but unclassified information and may contain personally identifiable information (PII). 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.
3. **CONTRACTOR PERSONNEL:** All employees of the Contractor shall comply with the rules, regulations, policies and procedures of Radford 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 University grounds and shall not again be employed by the Contractor on University grounds until approved by the University.
4. **INSURANCE:** By signing and submitting a Proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. The Offer further certifies that the Contractor and any subcontractors will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- ☒ Worker's Compensation - Statutory requirements and benefits.
- ☒ Employers Liability - \$100,000.00
- ☒ Commercial General Liability - \$1,000,000.00 per occurrence and \$2,000,00 in the aggregate to include bodily injury and property damage, personal injury and advertising injury, products and

completed operations coverage. Radford University shall be named as an additional insured to the policy by endorsement.

☒ Automobile Liability - \$1,000,000 combined single limit.

5. **PCI COMPLIANCE:** Contractor represents and warrants for the life of the Contract that it is responsible for the security of payment card information in its possession including all functions relating to storing, transmitting, and ensuring the security of Cardholder Data (CHD). The Contractor agrees that it and any Third-Party provider that Contractor engages, complies with the current version of the Payment Card Industry (PCI) Data Security Standard (PCI DSS) and will maintain compliance with the PCI DSS or any successor certification established by the PCI Security Standards Council (PCI SSC). Contractor agrees that all Payment Applications used are compliant with the Payment Application Data Security Standard (PA DSS), or any successor certification established by the PCI SSC. Contractor will immediately notify the University if it learns it is, or can reasonably expect to be, no longer PCI DSS compliant and will provide the University with the steps being taken to remediate the non-compliance status.

The Contractor agrees to provide the University at least annually or on written request a current (no more than 2 months old) and complete a copy of their Attestation of Compliance (AOC) signed by a duly authorized officer of the Contractor. Further, Contractor agrees to provide to the University proof of current (no more than 3 months old) passing external vulnerability scan as submitted by an Approved Scanning Vendor (ASV).

Contractor will keep data confidential and not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents, or data provided or disclosed to the Contractor or any account information related to payment cards or cardholders for any purpose other than performing the Contractor's obligation under this Contract.

Contractor will inform the University within twenty-four hours if it has knowledge, or can reasonably expect that a security breach has occurred. Contractor takes responsibility for the payment of fines, penalties, lawsuits, and other costs incurred that result from a breach that can be traced to the action or inaction of the Contractor, and will assume 100% of those costs assuming no contributory negligence on the part of the University, merchant acquirer, merchant bank, or other negligent third-party.

Contractor agrees to indemnify and hold the University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action suits, judgements, assessments, costs (including reasonable attorney's fees), and expenses arising out of or relating to any loss of University customer credit card or identify information managed, retained, or maintained by the Contractor, including, but not limited to fraudulent or unapproved use of such credit card or identity information.

Contractor agrees that, notwithstanding anything to the contrary in the Contract or the Addendum, the University may terminate the Contract 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.

6. **RENEWAL OF CONTRACT:** This Contract may be renewed by Radford University for a period of one year, only under the terms and conditions of the original Contract except as stated in A below. Price increases may be negotiated only at the time of renewal. Written notice of Radford University's intention to renew shall be (approximately 90 days) prior to the expiration.

A. If Radford University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional year shall not exceed the contract prices of the original Contract increased/decreased by no more than the percentage increase/ decrease of the Other Services category of the CPI section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available, or three percent (3%), whichever is less, for all renewal periods under the contract.

As allowed in Section 11, B – *Award*, of the subject RFP, the University is conducting negotiations. We are requesting a response to the negotiation questions listed below.

CONTRACTUAL TERMS, CONDITIONS AND TEMPLATES:

1. **RADFORD UNIVERSITY:** Are you in agreement the terms and conditions as published in the RFP solicitation shall govern the contract if a contract is awarded to your company?

VENDOR: Yes absolutely.

2. **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: Yes, that should work fine.

3. **RADFORD UNIVERSITY:** Do you agree that the initial contract is for a period of 5 years.

Vendor: Yes

4. **RADFORD UNIVERSITY:** Upon completion of the initial contract period, do you agree that the contract may be renewed by Radford University upon written agreement by both parties for 5 one year renewals or as negotiated, under the terms of the current contract?

VENDOR: Yes. This is standard in the state of Virginia and we are completely ok with that.

5. **RADFORD UNIVERSITY:** Please state that you are in agreement that, if awarded the contract, all sections identified in your proposal as **proprietary and confidential** can be made public since Radford University is a state agency and our records are available for public review.

VENDOR: Yes, we are ok with it assuming all other accepted agreements have to follow the same protocol.

6. **RADFORD UNIVERSITY:** Are you registered with and willing to participate in the eVA internet procurement solution described in the terms and conditions of the RFP?

VENDOR: Yes, we currently are registered so I have no issues with the rules that bind it.

7. **RADFORD UNIV/or video screens.ERSITY:** 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: Absolutely. We have over 200 clients and we never have a minimum order requirement. The quality of our images makes our products very desirable to our customers and this has never been an issue.

8. **RADFORD UNIVERSITY:** Do you agree that you will be performing services as an Independent Contractor, Company, Corporation or other business entity and are not an employee of Radford University or any other Commonwealth Entity?

VENDOR: Yes of course.

FINANCIAL CONSIDERATIONS:

1. **RADFORD UNIVERSITY:** If awarded a contract, are you willing to hold prices firm for the initial contract period?

VENDOR: Yes.

2. **RADFORD UNIVERSITY:** If awarded a contract, do you agree to limit price increases to no more than the increase in the Consumer Price Index - CPI, all items category for the latest twelve (12) months for which statistics are available at the time of renewal or no more than 3%, whichever is less?

VENDOR: I agree to this and quite frankly unless there is some form of economic disaster that occurs in the upcoming 5 years, we intend to keep our prices the same as listed in the RFP.

3. **RADFORD UNIVERSITY:** Please confirm that all pricing that you have provided is your best schedule of prices for all services offered?

VENDOR: Yes, we anticipated this stage, and we have listed our best price scale based on your requirements within the RFP.

SCOPE IMPLEMENTATION:

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

VENDOR: The only thing that I can come up with is to meet 5-8 weeks before the first ceremony regarding address and contact info acquisition, and a venue

meeting to work with staff on the scoreboard/video screen graphic program we have that will be implementing at your request. We would want to test this so we can get any possible issues settled long before the ceremony takes place.

2. **RADFORD UNIVERSITY:** Do you agree to a post-event debrief/update as a required deliverable?

VENDOR: Yes

3. **RADFORD UNIVERSITY:** Please confirm that you understand that you are responsible for providing sufficient staffing regardless of weather-driven venue or schedule changes?

VENDOR: Absolutely. The only item we do not staff after the first ceremony is our GradTag service where cards are scanned and the names appear on the scoreboard and/or video screen.

4. **RADFORD UNIVERSITY:** Please confirm that you agree that Radford can receive the complete collection of usable images within five business days of the event? With priority images available commencement day and unlimited institutional use, excluding redistribution of graduates/families?

VENDOR: Yes I confirm this, however shots that we will be selling of each graduate crossing the stage and a second shot off the stage are not normally available for distribution to families and Graduates right away. If there are a select few that you need to be distributed, this can be negotiated, but I think we can all agree that if you had the ability to send the shots we intend to sell of the graduates, we would have no sales potential of said images.

END OF CONTRACT TRANSITION TERM(S):

1. **RADFORD UNIVERSITY:** End of Contract Service Transition Expectations: If or when a transition of service to another provider is required (end of contract life or otherwise), the university would require the incumbent firm to cooperate fully in a successful transition of services. Explain any requirements your firm might have in preparing for such a transition of services. Additionally, please indicate your willingness to establish a transition plan alongside the new provider of service which may include but not be limited to sharing important data and/or existing service information via a cooperative knowledge transfer process.

VENDOR: We are a professional firm and want what is best for the University, its graduates and families. We would be happy to assist a replacement company the best we could. I will say though, if we do get awarded this bid we would not rely on the same from the incumbent firm you have right now.

Photo Specialties, Inc

Joel Friedman

Print Name

Owner/President

Title



Signature

9-23-26

Date