



PROCUREMENT SERVICES

330 PARADE AVENUE, SMITH HALL 314, LEXINGTON, VIRGINIA 24450

PROCUREMENT@VMI.EDU

COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

Contract Number: **V211-26-049 AC**

This contract entered into this 14th day of May 2026 between Avid Core, LLC, FEIN: 84-3585834, hereinafter known as the "Contractor" and the Commonwealth of Virginia, Virginia Military Institute, hereinafter known as "VMI".

WITNESSETH that the Contractor and VMI, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide Public Relations Services for Virginia Military Institute as set forth in the contract documents listed below. VMI cannot guarantee a minimum amount of business under this contract.

During the term of this contract, Contractor may respond with Scope of Work (SOW) in response to solicitations for such issued by VMI. If accepted, VMI will issue purchase order through the Commonwealth's procurement portal, www.eva.virginia.gov. The issuance of an eVA purchase order is considered confirmation of any engagement.

This contract may be terminated by either party, without penalty, upon 30 (thirty) days written notice to the other party.

PERIOD OF PERFORMANCE: Execution of this contract through 30 June 2027 with four (4) one-year renewal options

COMPENSATION: The Contractor shall be paid based on the rate structure proposed in the Contractor's proposal received 21 April 2026. A quote for each SOW must be submitted. Any anticipated out-of-pocket expenses are to be included in the quote. Travel will be reimbursed based on VMI's travel policies and GSA rates. Travel within 50 miles of VMI and not exceeding one day will not be reimbursed.

METHOD OF PAYMENT: In accordance with the Commonwealth of Virginia's *Prompt Payment Act* terms are Net 30 days from receipt of invoice. Contractor shall submit all invoices directly to payables@vmi.edu. Invoices not submitted to payables@vmi.edu may not be processed and are not subject to late fees and/or penalties.

CONTRACT DOCUMENTS: The contract documents shall consist of:

- (1) This signed contract form
- (2) Contractor's Proposal/Bid and any modifications
- (3) General Terms and Conditions

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

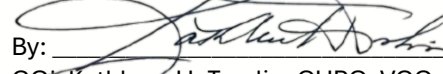
CONTRACTOR:

By: Amanda Roberts

For: Amanda Roberts

Title: Partner

VMI:

By: 
COL Kathleen H. Tomlin, CUPO, VCO, VCCO

For: **Virginia Military Institute**

Title: Director, Procurement Services & Accounts Payable

March 19, 2026

Public Relations Services

Response to RFP# V211-26-049



Avid Core, LLC

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March 19, 2026

Kathleen Tomlin
Virginia Military Institute
330 Parade Avenue, Smith Hall #314
Lexington, VA 24450

Dear Ms. Tomlin:

Avid Core, LLC is pleased to submit our proposal to support Virginia Military Institute's public relations and strategic communications efforts. Founded in 2020 and headquartered in Virginia, Avid Core is a woman- and minority-owned small professional services and strategic communications firm with decades of experience supporting nonprofit, public, and private sector organizations. Our team specializes in key message development, audience identification, media relations, social media outreach, market research, and the creation of compelling communications materials.

For this solicitation, Avid Core has partnered with Ruder Finn to form Team Avid Core, combining our strengths in strategic communications with Ruder Finn's deep expertise advising higher education institutions. Ruder Finn brings experience helping colleges and universities strengthen brand awareness, elevate faculty and research visibility, and navigate reputational challenges in an increasingly complex communications environment. Their work with institutions such as Lehigh University, the University of Florida, Northeastern University, and the University of North Carolina at Chapel Hill—as well as leadership programs at the U.S. Military Academy at West Point and the U.S. Army War College—provides valuable insight into the unique communications challenges faced by institutions operating at the intersection of education, public service, and national leadership.

Together, our team offers the strategic expertise, sector knowledge, and crisis communications capabilities necessary to help VMI strengthen engagement with its stakeholders, expand its reach, and effectively respond to emerging issues.

Thank you for the opportunity to submit this proposal. We look forward to the possibility of partnering with VMI to advance its communications objectives and support the Institute's mission.

Sincerely,

A handwritten signature in black ink, appearing to read "Amanda Roberts".

Amanda Roberts, Partner



Our Understanding

Avid Core understands that this engagement requires a strategic, data-driven public relations partner capable of developing and implementing a comprehensive communications strategy that elevates brand visibility, strengthens stakeholder relationships, responds rapidly to emerging issues, and delivers measurable outcomes.

Successful public relations efforts must integrate strategic planning, media outreach, social media engagement, website content alignment, promotional material development, event support, and performance reporting into one cohesive framework.

We recognize that public relations is not simply about generating coverage – it is about building trust, strengthening credibility, and ensuring consistent messaging across all internal and external communications channels. We are proactive communicators and avid problem solvers. We craft concepts that make people feel, buy in, and take action.

Our Qualifications

Avid Core, LLC is a woman-, minority-owned small professionals services and strategic communications firm founded in 2020 and based in Virginia. Staff bring decades of experience developing and implementing strategic communications plans for a wide variety of non-profit, public, and private sector clients. Avid Core excels at connecting its clients with the people that matter most. We specialize in key message development, audience identification, media relations, material and presentation development, social media outreach, and market research. Avid Core's data-driven, innovative approach can adapt every concept to match the right audience, making even the most complex topics accessible to all.

Avid Core is headquartered in Virginia and registered with the Virginia State Corporation Commission. Avid Core is certified as in Virginia as a Disadvantaged Business Enterprise (DBE) and Small, Woman, and Minority-owned business (SWaM).

Avid Core crafts concepts that make people feel, buy in, and take action.

Avid Core crafts concepts that make people feel, buy in, and take action. We take extra care to seek out a full picture of those potentially impacted and work to find the best way to reach them. We connect and educate audiences through our effective communication methods to reach the right people with the right information.

For this solicitation, Avid Core has partnered with Ruder Finn (Team Avid Core). Our team offers the best mix of professional subject matter expertise to expand VMI's reach and respond to emerging media trends.



Ruder Finn brings decades of experience working within the education sector, helping colleges and universities strengthen brand awareness, establish thought leadership, and manage and mitigate reputational risks in an increasingly complex and scrutinized environment. Ruder Finn partners with academic institutions and leadership to develop strategic communications programs that support institutional priorities, elevate faculty and research visibility, and strengthen engagement with key stakeholders, including students, alumni, donors, policymakers, and the broader public.

Our experience includes advising some of the nation's most respected academic institutions and leadership programs. Ruder Finn has helped a wide range of high-visibility higher education institutions build and maintain their reputations and navigate challenging and complex circumstances, supporting external and internal communications, public affairs, and leadership initiatives, and has served as a strategic advisor for both the US Military Academy at West Point and the US Army War College. This work has provided our team with unique insight into the communications challenges facing institutions that operate at the intersection of education, public service, and national leadership.

Ruder Finn also has extensive experience helping colleges and universities navigate high-stakes issues and crises that can significantly impact institutional reputation and stakeholder trust. Our crisis and issues management work spans campus violence, sexual assault allegations, faculty misconduct, admissions fraud, and incidents involving racism, antisemitism, and other forms of discrimination on campus. In these moments, we work closely with university leadership to provide strategic counsel, stakeholder communications, media management, and long-term reputation recovery strategies.

Recognizing the growing complexity facing higher education institutions, Ruder Finn established a dedicated higher education specialty team in 2024. This group of specialists brings focused sector expertise and insight to help institutions address the unique communications, reputational, and stakeholder challenges facing colleges and universities today, from enrollment pressures and political scrutiny to research visibility and institutional positioning.

Our higher education client experience includes work with leading institutions such as Lehigh University, the College of Charleston, the University of Florida, Duke University's Fuqua School of Business, Northeastern University, NYU Stern School of Business, and the University of North Carolina at Chapel Hill.



Our Approach

Upon award of a task order, our team will facilitate a project kick-off meeting at project launch. The purpose of this meeting is to connect with the project leadership to communicate bilateral expectations and perform high-level information collection. This is an important step to build our understanding of the goals for the outreach campaign and any existing resources we can tap into.

We'll confirm project objectives and deliverables; and review the stages of the project approach and the critical success factors for the project. Avid Core will document all discussion points, review open and follow-up action items, and priority areas.

We'll confirm project objectives and deliverables; and review the stages of the project approach and the critical success factors for the project. Avid Core will document all discussion points, review open and follow-up action items, and priority areas. During the kickoff meeting, we will also establish a schedule for regular check-ins so all parties can keep apprised of project status.

Avid Core's approach to public relations is grounded in research, guided by strategy, and executed with precision. We do not view communications as a series of disconnected tactics, but as an integrated ecosystem where messaging, media, digital platforms, partnerships, and internal alignment work together to move audiences from awareness to engagement to action.

Our methodology is built on four core principles:

- **Listen before leading** - Ground strategy in research and stakeholder insight.
- **Align before amplifying** - Ensure internal clarity and message discipline before expanding outward.
- **Integrate before expanding** - Coordinate channels so messaging works cohesively.
- **Measure before modifying** - Use performance data to continuously refine and improve.

This structured yet flexible approach allows us to build a public relations program that is strategic, sustainable, and measurable.

The most effective public relations efforts are those that are inclusive, transparent, and strategically aligned across internal and external stakeholders.



Strategic Counsel and Messaging Development

Discovery, Alignment & Strategic Foundation

Every successful communications initiative begins a comprehensive communications assessment to understand the current state of outreach and engagement. This includes reviewing existing materials, analyzing past media coverage, reviewing communications strategies and guiding documents, assessing social media performance, evaluating website messaging, and identifying gaps or inconsistencies across platforms.

If appropriate, we will conduct structured interviews with key internal and external stakeholders to gather qualitative insights into:

- Perception of the organization
- Messaging strengths and vulnerabilities
- Audience engagement challenges
- Opportunities for greater visibility

This discovery process ensures that our communications strategy is built on evidence, not assumptions.

Strategic Communications Plan Development

Using insights gathered during discovery, Avid Core develops a comprehensive Strategic Communications Plan that serves as the blueprint for all public relations efforts.

This plan will:

- Establish SMART communications goals
- Identify and prioritize target audiences
- Develop a clear messaging framework
- Outline channel-specific tactics
- Define timeline and implementation milestones
- Establish key performance indicators

Central to this phase is the development of a messaging architecture. We will create a structured messaging matrix that ensures clarity and consistency across all communications. Messages will be categorized and prioritized based on relevance to target audiences.

Our process is collaborative and iterative, incorporating story mining sessions, leadership working sessions, and message architecture and narrative development to translate complex strategies into clear, compelling narratives supported by proof points for priority audiences.

We partner closely with leadership teams to refine positioning in real time, including



development of core narratives, message pillars, spokesperson guidance, and scenario-based messaging to ensure clarity and consistency across channels and moments.

Once the messaging foundation is established, we ensure it is activated and sustained, integrating it across earned, owned, paid, and internal communications, and continually optimizing based on performance, feedback, and changing conditions. The result is messaging that not only tells a compelling story but also guides decision making, shapes perception, and drives measurable impact over time.

Strong public relations is not about saying more—it is about saying the right things, to the right audiences, at the right time.

Media Relations (Local and National)

At Team Avid Core, we deliver strategic media relations programs that shape agenda setting coverage and bring our clients' visions to life. Grounded in insight and precision, our approach ensures each story reaches the right audience and drives meaningful impact.

We combine targeted media research with compelling narrative development and dynamic supporting assets, including design and video, to help stories break through a crowded media landscape while remaining compliant with healthcare and higher education industry guidelines. Our team includes former journalists, editors, Emmy Award-winning news producers, and seasoned media strategists who understand firsthand how newsrooms operate and maintain strong, established relationships with reporters. We work collaboratively with journalists to develop thoughtful, substantive coverage that captures the essence of the stories our clients want to tell.

Drawing on expertise across education, consumer health, business, executive leadership, energy, technology, influencer relations, and beyond, we craft memorable, shareable stories that deliver the right message to the right audience at the right time.

Having partnered with numerous higher education marketing and communications teams, we understand the bandwidth pressures communications teams face daily. That's why we operate as a trusted partner who can confidently engage external stakeholders, including journalists, on your behalf.

Working in close collaboration with your team, we can develop a full suite of communications materials as needed, including press releases, media advisories, fact sheets, and other assets designed to highlight the institution's research, technological innovation, and academic achievements.

We can also build a targeted media list that includes both established local reporters and



aspirational national contacts. Team Avid Core has extensive experience working with higher education reporters across mainstream national media and leading industry publications, including *Inside Higher Ed*, *The Chronicle of Higher Education*, and *Higher Ed Dive*. We will leverage these relationships to introduce VMI and your key faculty members, elevating thought leadership in priority areas.

Crisis Management and Reputation Management

Team Avid Core brings decades of crisis preparedness and issues management experience, including significant work within the higher education sector for institutions such as the College of Charleston, Northeastern University, and the University of Florida. To further strengthen our capabilities, VMI will have access to Ruder Finn's Team Meridian, a dedicated specialty crisis unit composed of senior internal leaders with deep crisis expertise and third-party consultants specializing in conflict resolution, civil discourse, higher education, and the development of positive constituent ecosystems.

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We employ a stakeholder-led approach to issues management designed to achieve two essential goals: first, to directly address the unique concerns and questions of your key stakeholders; and second, to align messaging, platforms, and spokespeople in a way that mitigates risk, de-escalates situations, protects and enhances institutional reputation, and builds lasting goodwill. Team Avid Core stands ready to provide real-time crisis support, working closely with your team to craft timely responses to media inquiries, manage coordination with journalists, and guide communications strategy during rapidly evolving situations.

While many crisis frameworks focus solely on neutralizing specific threats, we believe institutions must be prepared to respond to both anticipated risks and unforeseen challenges. Organizations that take a proactive, stakeholder-centered approach can transform periods of volatility into opportunities to strengthen relationships, foster innovation, and reinforce brand affinity. Team Meridian members bring specialized expertise in convening diverse constituent groups to gather insights, co-create solutions, and drive forward-looking strategies that create positive change and deeper institutional trust.

Our approach is structured into multiple phases that enable organizations to monitor potential risks, develop comprehensive crisis response frameworks for both expected and unexpected



scenarios, create templated materials for likely situations, and pressure-test plans through scenario planning. We also emphasize proactive stakeholder engagement to build short- and long-term goodwill and measure reputational impact over time, ensuring the institution emerges resilient, aligned, and stronger from moments of challenge.

Content Development and Thought Leadership

Team Avid Core partners with C-suite executives around the globe, including leaders such as Chuck Robbins, John Chambers, Joe Jimenez, and François-Henri Pinault, to help them navigate and lead in today's rapidly shifting opinion landscape. We are distinguished by our expertise in C-level thought leadership, building strategic platforms that position executives as compelling, credible authorities in their industries. Through personal brand storytelling, executive visibility programs, investor and financial communications, and both internal and external engagement strategies, we elevate leadership voices in ways that drive influence and business impact. We are particularly proud of our strong track record securing high-profile founder and CEO features, including two *Forbes* cover stories for a CEO, one of which remains among the most socially shared stories in the publication's history.

Members of the team also collaborated with NYU Stern graduate school for more than a decade on thought leadership campaigns for the Dean and faculty, including messaging development, content creation, and strategic media relations outreach, helping elevate the school's academic expertise and leadership perspectives in global business conversations.

Our process begins with executive thought leadership workshops designed to uncover and define a leader's authentic voice, perspective, and areas of authority. We start with a strategic positioning recommendation that outlines key attributes and ownable platforms aligned with both the executive's strengths and organizational priorities. From there, we refine and differentiate these platforms through competitive benchmarking and message testing, ensuring credibility, distinctiveness, and long-term relevance.

Content development is central to bringing these platforms to life. Team Avid Core creates high-impact, multi-channel content that amplifies executive visibility and reinforces strategic narratives. This includes bylined articles, op-eds, keynote speeches, LinkedIn thought leadership, blog posts, white papers, investor communications, internal messaging, video scripts, and multimedia storytelling. Our team combines editorial rigor with creative storytelling to produce content that is insightful, timely, and tailored to priority audiences, whether media, students, alumni, or policymakers.

We take a fully integrated approach, supported by in-house capabilities spanning creative, digital, media relations, analytics, and crisis management. This ensures that executive thought leadership and content strategies are cohesive, measurable, and aligned across every touchpoint, strengthening reputation, deepening stakeholder engagement, and driving



meaningful business outcomes.

Influencer Engagement and Social Media Support

Team Avid Core leverages data-driven insights to activate audiences across key digital touchpoints, with strength in strategic influencer engagement and social media support. Our approach begins with deep digital landscape analysis and audience research to identify where influence truly lives, across creators, industry thought leaders, niche experts, and online communities. By grounding our strategies in cultural and market relevance, we ensure influencer partnerships and social activations are authentic, credible, and performance-driven.

Our influencer programs are fully integrated and end-to-end. We identify and vet influencers aligned with your brand values and objectives, negotiate partnerships, guide content co-creation, ensure regulatory and industry compliance, and manage timelines and deliverables. Whether engaging macro influencers for national visibility or micro- and nano-creators for targeted community impact, we focus on building partnerships that drive trust, engagement, and measurable results, not just impressions.

Beyond influencer engagement, our team embeds directly with client teams to provide strategic oversight across social channels. We support social strategy development, content calendars, creative production, community management, and real-time engagement to ensure consistency and resonance. Paid amplification, including paid social, retargeting, and native advertising, extends the reach of influencer and brand content to priority audiences.

Measurement is central to everything we do. Through social listening, predictive analytics, campaign analysis, and return-on-ad-spend tracking, we continuously optimize performance while identifying emerging conversations and potential reputational risks. This integrated, insight-led approach allows Team Avid Core to deliver influencer and social programs that strengthen credibility, deepen audience relationships, and drive meaningful business impact.

Measurement and Reporting (Key Performance Indicators)

Effective public relations is iterative. Avid Core builds measurement into every phase of execution.

We will establish baseline metrics and track:

- Media placements and quality of coverage
- Share of voice and sentiment
- Social media engagement and audience growth
- Website traffic and referral sources
- Campaign-specific conversion metrics



We provide clear, digestible monthly performance reports that highlight:

- What is working
- Where adjustments are needed
- Emerging opportunities
- Recommendations for strategic refinement

Quarterly strategy reviews allow us to assess progress toward goals and recalibrate tactics as necessary. Our communications strategies are living documents – designed to evolve as audience behavior, organizational priorities, and external environments change.

Team Avid Core’s approach to measurement and reporting ensures that communications performance is clearly defined, systematically tracked, and directly aligned with business objectives. At the outset of each engagement, we establish a structured measurement framework with mutually agreed-upon KPIs tied to organizational priorities such as growth, reputation, market positioning, or stakeholder engagement.

Success is evaluated across outputs, outcomes, and impact indicators. We measure outputs, including the quality and prominence of media coverage, share of voice, and message pull-through, outcomes such as sentiment shifts, narrative adoption, and audience engagement, and, where possible, correlations between communications efforts and downstream business metrics like website traffic, lead generation, or investor engagement.

Our analytics ecosystem, leveraging platforms such as Critical Mention, Brandwatch, SparkToro, and Pollfish, enables real-time monitoring, social listening, competitive benchmarking, and audience intelligence. These insights are delivered through dynamic dashboards and structured reporting cadences that provide transparent visibility into performance against KPIs. By translating data into actionable recommendations and ongoing optimization, our reporting demonstrates clear accountability and quantifies how communications efforts contribute to measurable, sustained organizational impact.

Personnel

Avid Core offers a strong mix of professional subject matter expertise to educate and engage stakeholders and to tackle tough messaging challenges.

We’re proactive communicators and avid problem solvers. We listen. We craft concepts that make people feel, buy-in, and take action. We are redefining what it means to collaborate with the public sector. Resumes are included as an attachment.

Chris Fields: Chris Fields, based in Virginia, is a seasoned communications and energy policy specialist with over 20 years of experience supporting strategic communications, executive



messaging, and clean energy initiatives across the Department of Defense. He has developed high-impact briefings, talking points, and communications strategies for senior leaders in the Navy, Office of the Secretary of Defense, Air Force, and Army, and brings deep expertise in media relations, stakeholder engagement, and mission-focused content development. Chris supported the Department of the Navy on energy resilience and infrastructure modernization efforts and has a proven record shaping communications for national and international military programs. He holds an MBA and graduate certificate in Project Management, along with a B.A. in Criminal Justice.

Jackie Kolek: Jackie Kolek is Managing Director at Ruder Finn, based in New York. She identifies emerging client challenges and market opportunities, develops innovative solutions and service offerings, leads key accounts, and drives new business growth. Jackie partners with highly regulated organizations to deliver fully integrated communications programs spanning media relations, social and digital strategy, content development, experiential marketing, and crisis communications. With more than 30 years of experience, Jackie has advised clients across banking, wealth advisory, asset management, fintech, accounting, and advisory services, as well as higher education. She has worked with institutions including Lehigh University and The College of Charleston and has been a speaker at the American Marketing Association (AMA) Conference on Marketing in Higher Education. Jackie also works with the US Army War College on communications and leadership initiatives. A member of Team Meridian, the firm's crisis response team, she specializes in crisis preparedness and response, reputational risk management, executive positioning, integrated communications strategy, and stakeholder engagement.

Patrick Hefflinger: Patrick has more than 15 years of experience at the intersection of government affairs, media relations, and stakeholder management. Based in Washington, D.C., Patrick is a Group Vice President for Ruder Finn, focusing on public affairs and crisis management. Most recently, Patrick led Legislative Affairs for the U.S. Department of Energy's (DOE) Office of Environmental Management, working with key House and Senate delegations and committees to secure program funding and strengthen transparency between DOE EM and Congress. Previously, he worked at Edelman Public Relations, advising major organizations, including Bloom Energy, 7-Eleven, Delta Air Lines, ExxonMobil, the Commonwealth of Virginia, the Port of Corpus Christi, and DLA Piper, on public affairs crisis mitigation strategies. He also supported the public affairs efforts of former Congressional Budget Office Director Douglas Holtz-Eakin at the American Action Forum, helping secure ongoing *Washington Post* coverage of research on the economic and labor impacts of the opioid crisis. Earlier in his career, Patrick worked at the American Petroleum Institute and served on Capitol Hill in the U.S. House of Representatives.

Steve Cody: Steve is a strategic communications leader responsible for driving thought leadership, new service offerings, crisis counseling, and workplace culture initiatives. Under his leadership, the firm has earned workplace culture recognition from *Fortune, Inc.*, *The New York*



Observer, and *Crain's New York Business*, been named a top workplace by *PRWeek*, *PR News*, *PR Daily*, and *Bulldog Reporter*, and received numerous "best campaign of the year" awards across advertising, digital, workplace, and PR trade media. Steve is co-author of the HarperCollins book "The ROI of LOL: How Laughter Breaks Down Walls, Drives Compelling Storytelling, and Creates a Healthy Workplace," and the 2003 McGraw-Hill book "What's Keeping Your Customers Up at Night?" Named one of Northeastern University's 100 Most Successful Alumni, Steve is a trustee and former chair of the Institute for Public Relations and co-chair of IPR's ELEVATE Board. He also serves on the nominating committee of The Page Society, is a board member of Communications Week, and is a former chair of PRSA's Counselors' Academy. He sits on the advisory councils of the College of Charleston, the University of Florida, and the Diversity Action Alliance, and has advised Duke University's Fuqua School of Business, UNC's Kenan-Flagler School of Business, and Northeastern University.

Relevant Experience

West Point

Challenge: The U.S. Military Academy at West Point sought to address several strategic priorities simultaneously, including expanding awareness of its programs and advancing new initiatives that would strengthen its leadership in emerging fields. Ruder Finn was challenged with launching a first-of-its-kind cybersecurity institute that would bring together stakeholders from the military, academia, and the private sector, as well as increasing awareness and recruitment among high-performing students, particularly at preparatory schools and institutions west of the Mississippi, where engagement has historically been more limited.

Solution: To support these goals, we established a collaborative working relationship with West Point that included semi-annual, on-site strategy sessions with senior subject matter experts and administrative leaders. These sessions enabled us to identify evolving challenges and opportunities and develop targeted programs to address them. Our efforts included helping shape the launch and positioning of the cybersecurity institute and designing regional awareness and recruitment initiatives to engage high-performing students at preparatory schools and other institutions in underrepresented geographic regions.

Results: Through sustained collaboration and strategic program development, West Point successfully advanced the launch of its cybersecurity institute, bringing together leaders from the military, academia, and industry to address critical national security challenges. In parallel, targeted outreach and awareness efforts expanded engagement with prospective students in key regions, strengthening West Point's recruitment pipeline among high-performing candidates nationwide.

Lehigh University

Challenge: Following widespread campus unrest in the Spring of 2024, Lehigh University



engaged Ruder Finn to help their communications and public affairs team develop their civic engagement strategy, streamline their issues management process and response time, and serve as “boots on the ground” in the event of demonstrations and campus events while adhering to their commitment to institutional neutrality.

Solution: While the War in Gaza was a top-of-mind for university leadership, through a series of interviews with various departments our team uncovered a much larger set of potential issues and concerns ranging from international student application fraud, concerns from local community leaders surrounding student conduct, a lack of processes and vetting for on-campus speakers and reports of racism, antisemitism and hate speech on campus. The issues were quickly exacerbated and more fraught following the 2025 Presidential Election. Our team developed a crisis response rubric that enabled university leadership to more quickly evaluate reputational threats to the school, engage the right people to collect information, make decisions, and respond to issues, and a daily monitoring program that tracked issues across the nation and analyzed the potential impact on Lehigh.

Results: The 2024-2025 academic year brought many unexpected events, and the Ruder Finn team worked as an extension of Lehigh’s internal team to assess and respond to each incident, ensuring all stakeholders, students, parents, faculty, alumni, trustees, local community members, and others felt heard and their concerns addressed. Key events included:

- The discovery that five international students had falsified their applications and subsequent revocation of their admissions and arrests in the face of strong student and faculty opposition.
- Faculty and student-led groups inviting controversial speakers to campus, including fired Muhlenberg professor Dr. Maura Finklestein, who faced significant outrage from parents, students, and alumni.
- A settlement with the Anti-Defamation League surrounding the handling of antisemitism on campus.
- Response to the “Dear Colleague” letter sent in February 2025 from the U.S. Department of Education's Office for Civil Rights.

With Ruder Finn’s guidance, the university was able to thoughtfully respond to each event ensuring awareness, safe and respectful involvement of the campus community.

NYU Stern School of Business

Challenge: Our team was challenged with spearheading faculty visibility initiatives for NYU’s Stern graduate school, with a focus on the Economics, Finance, Marketing, and Technology departments, as well as the Center for Sustainable Business, the Center for Global Economy and Business, and the Fubon Center for Technology, Business, and Innovation. Members of the team worked with the school for over a decade on thought leadership campaigns for the Dean and faculty, including messaging development, content creation, and strategic media relations outreach.



Solution: To position Stern and its faculty members, our team developed individual campaigns for the school’s centers and faculty members that clearly communicated a specific point of view relevant to their area of expertise and published research. Op-ed development and placement played an integral part in our core program components, especially around the topics of banking, finance, and the economy, as well as technology and sustainability.

Results: Recent programs have resulted in regular broadcast appearances on *CNBC* and *Bloomberg TV*, coverage in *The Hill*, *The New York Times*, and *The Wall Street Journal*, to name a few. The following provides a highlight of the results:

- *Bloomberg Opinion*, “A Money Manager’s Past Performance Matters More Than Ever”
- *CNBC*, “Facebook needs to show the world that it can be trusted”
- *CNBC*, “Making Work Better: Finding the Right Balance between People and Tech (CNBC Work Summit Panel).”
- *CNN Business*, “Why quarterly earnings reports should go”

Pricing

Avid Core provides services on a fixed-price or time and materials basis. For most efforts, we propose a firm-fixed price contract allowing VMI the flexibility to access public relations support services as needs arise. Our proposed team consists of senior-, mid-, and junior-level strategic communications and public relations professionals, providing VMI with a blend of labor categories resulting in the best value for the project.

At the beginning of every project, we review the scope, schedule, budget and assumptions with our clients. If the scope and assumptions remain the same, our cost does not increase. Should additional communications and outreach services be needed outside of the scope of our proposal, we will provide a cost estimate for approval by VMI prior to conducting the additional work.

We price fixed-price contracts based on the costs of executing similar projects. Should a time-and-materials contract be desired, we will provide a detailed budget of hours, tasks, and rates. We have proposed the following rates for the length of the contract with a 3% escalation per year:

Labor Category	Rate
Account Coordinator/Executive Trainee/Intern	\$75.00
Public Relations Specialist	\$95.00



Labor Category	Rate
Senior Public Relations Specialist I	\$125.00
Senior Public Relations Specialist II	\$155.00
Senior Public Relations Specialist III	\$165.00
Account Executive	\$258.50
Senior Account Executive	\$302.50
Account Supervisor	\$357.50
Senior Account Supervisor	\$390.50
Vice President	\$412.50
Vice President - Group	\$484.00
Senior Vice President	\$539.00
Executive Vice President	\$566.50
Managing Director/Group Head	\$616.00
Crisis Subject Matter Expert	\$907.50

For every task order, we will evaluate the project and staffing needs and offer discounts where possible.



CHRISTOPHER P.B. FIELDS | Senior Communications Director

Chris is a senior Communications and marketing specialist with over 20 years of professional experience. He has provided communications support to senior levels of the Department of Defense and military departments. Chris possesses excellent writing and editing skills along with an ability to network and build relationships. He has written and edited a variety of products including press releases, articles (feature and informative), website content, talking points and briefings for senior leaders/senior executives. Chris has experience in media relations (local, regional, national, and international outlets), story development and pitching, and coverage teams for international wounded warrior service member events, Warrior Games and Invictus Games, with placement on all broadcast networks, as well as ESPN. Chris is a hard worker who thrives in fast paced environments and, as a former college football player, enjoys being part of a team. His leadership style is one who gets their hands dirty, builds collaborative environments, and empowers people to be their best and strengthen their weaknesses.

SKILLS

- Public Affairs
- Media Relations
- Crisis Communications
- Executive and Leadership Communication
- Communications Planning
- Digital Communications & Brand Management
- Content Development & Editing
- Project Management
- Market Research

EDUCATION/CERTIFICATIONS

- Bachelor of Arts in Criminal Justice, University of Richmond, 2005
- Graduate Certificate in Project Management, University of Virginia, 2011
- Master of Business Administration in Project Management, Strayer University, 2011

Defense Energy Resilience and Optimization (ER&O) Public Affairs Specialist | 2023 to 2024

Supported the Office of the Deputy Assistant Secretary of Defense for Energy Resilience and Optimization (ER&O) with preparing for speaking engagements with talking points, prepared remarks, and briefings for the Assistant Secretary of Defense for Energy, Installations, and Environment and the Director of Installation Clean Energy & Energy Efficiency on carbon pollution-free electricity (CFE) projects and potential efforts on DoD installations and federal land. Supported ER&O participation in the Clean and Resilient Energy Working Group addressing clean energy efforts across DoD installations and the Renewable Energy Working Group working to meet federal renewable energy requirements. Assist with keeping schedule of significant events to include congressional budget deadlines, large energy events, and office personnel travel and speaking engagements. Support office participation in industry events like Energy Exchange, Defense Logistics Agency World Wide Energy Conference, VERGE, and others by preparing presentations, remarks, and conference materials on program and CFE efforts.

Air Force Office of Energy Assurance, Business Operations Communications Analyst | 2021 to 2023

Supported the Air Force Office of Energy Assurance, Business Operations team as a Clean Energy Communications Analyst developing and drafting the strategic communications plan and stakeholder engagement strategy for Air Force energy resilience projects and efforts that dealt with CFE and geothermal. Prepared presentations on the Air Force Energy program and its resilience efforts for the OEA Director to present at energy industry events like Energy Exchange and the DoD Energy and Power Summit Society. Stayed abreast of innovative energy technology and wrote articles on the Air Force's new technology efforts, including CFE, electric vehicles, and geothermal for internal newsletters and external publications, like the Society of American Military Engineers Magazine, The Military Engineer.

Army Office of Energy Initiatives Senior Communications Analyst | 2020 to 2021

Supported the Army Office of Energy Initiatives as a Senior Communications Analyst and developed speeches, presentations, information papers, and presentations for executive leadership to ensure consistent, current, and accurate messaging among internal stakeholders throughout the Assistant Secretary of the Army for Installation, Energy and Environment (ASA IEE), ASA

Energy and Sustainability (E&S), the U.S. Army Office of Energy Initiatives (OEI), and U.S. Army installations across the nation, and external audiences including energy industry partners and organizations and other federal agencies. Recommended, developed, reviewed, and implemented strategic communications activities, including Congressional and industry engagements. Prepared messaging, talking points, and provided ghostwritten articles on installation clean energy efforts and energy priorities across the Army's global footprint.

**Army Office of the Chief of Public Affairs (OCA)
Communications Strategist | 2014 to 2015**

Supported the Army Office of the Chief of Public Affairs (OCA) as a Communications Strategist; developed monthly key messages and talking points for the Army's generals, senior leaders, and spokespeople based on Army events and hot topics; coordinated and planned monthly meetings with generals from the Army Headquarters Staff to approve the messages and talking points for approval and release Army-wide. Served as the lead planner for the Army's response to Staff Sgt. Bowe Bergdahl's exchange and reintegration after five years as a Taliban prisoner; drafted the communication plan and led the communication planning group; prepared Army Senior Leaders for a press conference with over 30 media outlets.

**Department of Defense
Communications Specialist | 2007 to 2014**

Marketing and communications expert responsible for developing marketing and communications plans, brands, conducting media relations, and generating content for top levels of the Department of Defense and senior leaders of the Headquarters Department of the Army to communicate with internal and external stakeholders to include all branches of the military and the general public.

Jacqueline (Jackie) Kolek

Westport, CT | 203-858-5812 | Jacqueline.kolek@ruderfinn.com | [LinkedIn](#)

EXECUTIVE SUMMARY

Strategic communications executive with 30+ years of experience advising complex and mission-driven organizations, including leading universities on reputation, leadership communications and integrated marketing strategy. Managing Director at Ruder Finn, partnering with highly regulated institutions to deliver integrated programs spanning media relations, digital strategy, thought leadership and crisis preparedness. Advisor to higher education institutions including Lehigh University and The College of Charleston; speaker at the American Marketing Association Conference on Marketing in Higher Education and collaborator with the U.S. Army War College on communications and leadership initiatives.

AREAS OF EXPERTISE

Higher Education Communications • University Reputation & Crisis Management • Executive Positioning • Integrated Media & Digital Strategy • Stakeholder Engagement (Faculty, Alumni, Boards) • Institutional Storytelling • Thought Leadership • Experiential & Content Strategy

PROFESSIONAL EXPERIENCE

Ruder Finn / Peppercomm (A Ruder Finn Group Company), New York, NY

Managing Director & Co-President | 2000–Present

- Advise university leadership and highly regulated organizations on reputation, positioning and integrated communications strategy.
- Lead multi-channel campaigns spanning media relations, digital strategy, content development, experiential programming and executive visibility.
- Higher education engagements include Lehigh University, College of Charleston and communications initiatives with the U.S. Army War College.
- Member of Team Meridian, the firm's crisis response team specializing in crisis preparedness and reputational risk management.

Prior Experience

GCI Group – Senior Account Supervisor | Cohn & Wolfe – Account Executive

INDUSTRY LEADERSHIP

Speaker: AMA Conference on Marketing in Higher Education • Board of Trustees, Institute for Public Relations • Advisory Council Member, College of Charleston Department of Communication • PRNEWS People of the Year 2025 • Top Women in Communications 2022

EDUCATION

University of Delaware – B.A., Communication



Appendix B: Required Forms

Virginia Military Institute

Lexington, Virginia 24450-0304

REQUEST FOR PROPOSALS

RFP# V211-26-049

Issue Date: 20 February 2026
Title: PUBLIC RELATIONS SERVICES
Due Date: **19 March 2026 at 2:00 PM EST**

Commodity Codes: 91503, 91522, 91826

Issuing Agency: Virginia Military Institute
Procurement Services
330 Parade Avenue, Smith Hall #314
Lexington, VA 24450

Period of Contract: **Date of Award** through **30 June 2030** (Annually Renewable Thereafter for five (5) successive one (1) year renewals.)

Responses are to be submitted electronically through www.eva.virginia.gov. One redacted copy of the proposal including all attachments in accordance with the *Virginia Freedom of Information Act* is to be delivered to VMI electronically at procurement@vmi.edu.

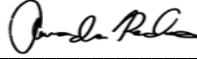
PRE-PROPOSAL MEETING - There will be no pre-proposal conference held for this solicitation. Questions are to be submitted using the Understanding of Requirements form and emailed to procurement@vmi.edu (Attachment A)

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Response Or As Mutually Agreed Upon By Subsequent Negotiation.

Name and Address of Firm:

_____ Avid Core, LLC _____
_____ 2525 Pointe Center Court, Suite 200 _____
_____ Dumfries, VA _____
_____ Zip Code: 22026 _____

Date: _____ 3/19/2026 _____

By: _____  _____
(Signature In Ink)

Name: _____ Amanda Roberts _____
(Please Print)

Title: _____ Partner _____

EVA Vendor ID or DUNS number 117335913 Phone: (703) 635-4394

E-mail: aroberts@avid-core.com Fax: () _____

Minority Vendor: X Woman owned: x Small Business x SWaM Certification Number: 813449

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia, § 2.2-4343.1* or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.f in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.

ATTACHMENT B

CONFLICT OF INTEREST STATEMENT

Ensure that the solicitation is thoroughly read and completed. Complete, sign and return the information requested below with your proposal. FAILURE TO FURNISH THIS DATA MAY RESULT IN REJECTING YOUR PROPOSAL.

NAME: Ruder Finn

ADDRESS: 425 E. 53rd St

CITY/STATE: New York, NY 10022

TELEPHONE NUMBER: 212.593.6400

FEDERAL ID NUMBER (FIN): 13-1815833

THE ABOVE FIRM IS A: (CHECK, AS APPLICABLE)

- SMALL BUSINESS
- WOMAN-OWNED BUSINESS
- MINORITY-OWNED BUSINESS
- SHELTERED WORKSHOP
- INDIVIDUAL BUSINESS
- SOLE PROPRIETORSHIP
- PARTNERSHIP
- CORPORATION

RELATIONSHIP WITH THE COLLEGE OF VIRGINIA:

IS ANY MEMBER OF THE FIRM AN EMPLOYEE OF THE COMMONWEALTH OF VIRGINIA WHO HAS A PERSONAL INTEREST IN THIS CONTRACT PURSUANT TO THE *CODE OF VIRGINIA, SECTION 2.1-639.1-639.24*? () YES (x) NO

IF YES, EXPLAIN:

Patrick Hefflinger
Patrick Hefflinger (Mar 19, 2026 11:35:16 EDT)
SIGNATURE OF OFFEROR

19/03/2026
DATE

Please tell us how you received this solicitation:

- It was mailed to you directly.
- You requested a copy through the Virginia Business Opportunities.
- You obtained a copy from the Virginia Department of Minority Business Enterprise.
- Other (please specify) _____.

RETURN OF THIS PAGE IS REQUIRED

REFERENCES

Please list at least four references for whom you have performed each applicable category of service specified herein and within the past five years.

CLIENT: PlanRVA

ADDRESS: 424 Hull Street, Suite 300, Richmond VA 23224

CONTACT PERSON/PHONE#: Martha Shickle, 804-323-2033

APPROXIMATE DOLLAR VOLUME PER YEAR: \$91,992

PROJECTS/DATES/DESCRIPTION: PlanRVA Vision Zero, 6/30/2025 - 6/29/2026. Avid Core supported PlanRVA in developing a funding strategy for a regional Zero Fare transit initiative aimed at improving transportation access and economic mobility. The work included data analysis, financial forecasting, and identifying sustainable funding options to support fare-free transit service.

CLIENT: ParkZen

ADDRESS: 131 Continental Dr, Suite 305, City of Newark DE 19713

CONTACT PERSON/PHONE#: Emmanouil Chatzopoulos, manos@parkzenapp.com

APPROXIMATE DOLLAR VOLUME PER YEAR: \$140,745

PROJECTS/DATES/DESCRIPTION: VDOT ParkZen, 9/26/2025- 9/25/2026. Avid Core performed a review of previous marketing campaigns to identify lessons learned and areas for improvement, including stakeholder interviews and commuter intercepts to test messaging. The findings informed the development of a marketing strategy defining target audiences, goals, key messages, and a communications timeline. Avid Core also supported implementation through website updates, transit advertising, social media outreach, commuter lot events, informational materials, and a short video, while tracking engagement and performance to support ongoing improvement

CLIENT: Richmond Behavioral Health Authority

ADDRESS: 107 South Fifth Street, Richmond VA 23219

CONTACT PERSON/PHONE#: Dara Lewis, dara.lewis@rbha.org

APPROXIMATE DOLLAR VOLUME PER YEAR: \$218,618

PROJECTS/DATES/DESCRIPTION: RBHA, 6/17/2025 - 6/30/2027. Avid Core supported RBHA's recruitment efforts by developing and implementing a communications strategy designed to increase awareness of careers in behavioral health and attract qualified job applicants. The team enhanced the RBHA employment webpage, expanded recruitment messaging across social media and job boards, and developed targeted email outreach, video content, and print materials. Avid Core also supported community outreach and partnership opportunities with universities and local organizations to promote career pathways and strengthen RBHA's recruitment pipeline. Messaging across all channels emphasized RBHA's mission, community impact, career growth opportunities, and workplace culture.

CLIENT: Rummel, Klepper & Kahl LLP

ADDRESS: 700 East Pratt Street, Suite 500, Baltimore Maryland 21202, United States

CONTACT PERSON/PHONE#: Miriam Kronisch, (410) 728-2900

APPROXIMATE DOLLAR VOLUME PER YEAR: \$8,175

PROJECTS/DATES/DESCRIPTION: TCAMPO, 10/16/2025- 4/30/2026, Avid Core supported the TCAMPO PLAN2050 Long-Range Transportation Plan by assisting with public engagement and communications activities. The team helped develop a public engagement strategy aligned with TCAMPO's Public Participation Plan and supported outreach through public workshops, digital engagement tools, and coordination with community partners. Avid Core also contributed to the development of content for the PLAN2050 website and ArcGIS Story Map to communicate project findings and recommendations, and assisted with outreach materials and documentation of public participation activities to support the planning process.

REFERENCES

Please list at least four references for whom you have performed each applicable category of service specified herein and within the past five years.

CLIENT: **Torc Robotics**

ADDRESS: **405 Partnership Drive, Blacksburg, VA 24060**

CONTACT PERSON/PHONE#: **Jane Bailey, VP of Marketing & Communications, 540.525.0364**

APPROXIMATE DOLLAR VOLUME PER YEAR: **\$240,000**

PROJECTS/DATES/DESCRIPTION: **Ongoing monthly retainer, client since 2022. Integrated communications and brand strategy support focused on positioning the company as a leader in autonomous trucking and safety-critical AI. Our work spans strategic messaging, executive positioning, media relations and thought leadership, with an emphasis on translating complex technology into clear, credible narratives for business, policy, and industry audiences.**

CLIENT: **Lehigh University**

ADDRESS: **27 Memorial Dr. W. Bethlehem, PA 18015**

CONTACT PERSON/PHONE#: **Brett Ludwig, bli22@lehigh.edu 302-292-4802**

APPROXIMATE DOLLAR VOLUME PER YEAR: **\$150,000**

PROJECTS/DATES/DESCRIPTION: **August 2024 - July 2025, Issues and Crisis preparedness, issues response and reputation management.**

CLIENT: _____

ADDRESS: _____

CONTACT PERSON/PHONE#: _____

APPROXIMATE DOLLAR VOLUME PER YEAR: _____

PROJECTS/DATES/DESCRIPTION: _____

SWaM (Small, Woman- and Minority-owned Businesses) Utilization Plan

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude SBSD-certified women- and minority-owned businesses when they have received SBSD small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Small Business and Supplier Diversity (SBSD) by the due date of the solicitation to participate in the SWaM program.

Certification applications are available through SBSD online at www.sbsd.virginia.gov (Certification Division).

Offeror Name: Avid Core, LLC

Preparer Name: Amanda Roberts

Date: 3/19/2026

Instructions

- A. If you are certified by the Department of Small Business and Supplier Diversity (SBSD) as a small business, complete only Section A of this form. This shall not exclude SBSD-certified women-owned and minority- owned businesses when they have received SBSD small business certification.
- B. If you are not a SBSD-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to SBSD-certified small business in this section. Points will be assigned based on each offeror's proposed subcontracting expenditures with SBSD-certified small businesses for the initial contract period as indicated in Section B in relation to the offeror's total price.

Section A

If your firm is certified by the Department of Small Business and Supplier Diversity (SBSD)

\provide your certification number and expiration date:

Certification Number: 813449

Expiration Date: July 13, 2026

Section B

Populate the table below to show your firm's plans for utilization of SBSD-certified small businesses in the performance of this contract. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received the SBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, sub-contractors, suppliers, etc.

B. Plans for Utilization of SBSD-Certified Small Businesses for this Procurement

Small Business Name & Address SBSD Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Totals \$					

REQUIRED GENERAL TERMS AND CONDITIONS FOR GOODS AND NON-PROFESSIONAL SERVICES

- A. **PURCHASING MANUAL:** This procurement is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors 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 purchasing office. In addition, the manual may be accessed electronically at <https://vascupp.org> or a copy can be obtained by calling the Procurement Office at (540) 464-7323.
- B. **APPLICABLE LAWS AND COURTS:** This procurement 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 Contractor shall comply with applicable federal, state and local laws and regulations.
- C. **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 § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. 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. (*Code of Virginia, § 2.2-4343.1E*).

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.
 - d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
 - e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected

part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.

- f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

2. The contractor will include the provisions of 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and 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.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS: By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to 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.

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs

Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than 10 (ten) calendar days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To 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. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for 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 B-3 provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

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 received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency 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 provided under the terms of the contract) on all amounts owed by the 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 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 to insubstantial 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 agency or institution, or other

appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT 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.
- L. **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's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/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 Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing 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. B-4
 2. The Purchasing Agency 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 Purchasing Agency 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 Purchasing Agency'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 Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency 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 Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. 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 provisions of the Commonwealth of Virginia *Vendors Manual*. 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 Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, 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.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form 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 registration number is 54-73-0076K.
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offers) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offers) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth 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 a bid nonresponsive. Unless the (bidder/offers) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.
- S. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offers) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based 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.
- T. **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 §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage 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 INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. 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 the number of employees that change their workers’ compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer’s Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. 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 named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Required only 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.)

<u>Profession/Service</u>	<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)	<i>Code of Virginia § 8.01-581.15</i> https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/
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

U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this procurement, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

V. **DRUG-FREE WORKPLACE:** **Applicable for all contracts over \$10,000**

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 a 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 prohibition; (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, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- W. **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 his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, 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 shall 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. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 30 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- Z. **SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY:** This solicitation is set-aside for DSBSD-certified small business participation **only when designated “SET-ASIDE FOR SMALL BUSINESSES” in the solicitation.** DSBSD-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Small Business and Supplier Diversity. DSBSD-certified women- and minority-owned businesses are also considered small businesses when they have received DSBSD small business certification. Small businesses must be certified by DSBSD not later than the solicitation due date.
- AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.
- BB. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock 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 pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under 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 entity fails to remain in compliance with the provisions of this section.
- CC. **CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor's (and any subcontractor's) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her

agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

- DD. **CONTRACT EXTENSIONS:** In the event that the original term and all renewals of this contract expire prior to the award for a new contract for similar goods and/or services, the Commonwealth of Virginia may, with written consent of the Contractor, extend this contract for such a period as may be necessary to afford the Commonwealth of Virginia a continuous supply of the identified goods and/or services.

END GENERAL TERMS & CONDITIONS