



# PROCUREMENT SERVICES

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

PROCUREMENT@VMI.EDU

## COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

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

This contract entered into this 14<sup>th</sup> day of May 2026 between AccessU, FEIN: 54-1821163, 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](http://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](mailto:payables@vmi.edu). Invoices not submitted to [payables@vmi.edu](mailto: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

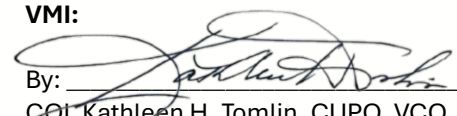
**IN WITNESS WHEREOF**, the parties have caused this Contract to be duly executed intending to be bound thereby.

**CONTRACTOR:**

By: 

For: AccessU, Inc.  
Title: President & CEO

**VMI:**

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

For: **Virginia Military Institute**  
Title: Director, Procurement Services & Accounts Payable



**RESPONSE TO RFP NO. V211-26-049**

Public Relations Services

**PREPARED FOR:**

Col. Kathleen Tomlin, VCO, VCCO, CUPO  
Director of Procurement Services and Accounts Payable  
Procurement Services  
330 Parade Avenue, Smith Hall #314  
Lexington, VA 24450



**ACCESSU**  
701 Patterson Ave. SW  
Roanoke, VA 24016

**Tony Pearman**  
President & CEO  
540-798-3868  
tony@accessu.com

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# VI.B.1. RFP Cover Sheet

**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](http://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](mailto: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](mailto: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:  
AccessU  
701 Patterson Ave SW  
Roanoke, VA 24016

Zip Code: \_\_\_\_\_

EVA Vendor ID or DUNS number 961206430

E-mail: pete@accessu.com

Date: 2/27/26

By:   
(Signature In Ink)

Name: Pete Colbert  
(Please Print)

Title: VP of Business Development

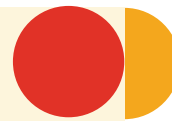
Phone: (757) 234-9224

Fax: (\_\_\_\_) \_\_\_\_\_

Minority Vendor: \_\_\_\_\_ Woman owned: \_\_\_\_\_ Small Business  SWaM Certification Number: 673224

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.

# Hello! We're AccessU.



Dear Col. Tomlin and the Evaluation Committee,

Thank you for this opportunity to submit our response for RFP No. V211-26-049, Public Relations Services for Virginia Military Institute (VMI). We are a proud partner to this prestigious military college and are excited for this chance to continue working with you on your public relations (PR) services.

We understand the rapidly shifting higher education landscape, and we're devoted to helping colleges and universities have accurate, persuasive, brand consistent, and aligned communications strategies.

AccessU is a higher-education-focused, full-service marketing and communications agency equipped with expertise in research and reporting, strategic counsel and message development, media relations, crisis management, content development, thought leadership, influencer engagement, and social media support.

We thrive on solving complex challenges, aligning stakeholders, and bringing institutional stories to life, all through our research-driven approach that gets at the heart of your why. Our work will help elevate your school's visibility and engage your audiences.

Our team's expertise aligns with your statement of needs, and we continue to be a committed, consultative, responsive partner—one that listens, adapts, and delivers creative solutions that move the needle for your institution. We are fully prepared to meet all requirements outlined in the RFP, and we would be honored to help VMI with your PR goals. Thank you for considering AccessU as your continued partner in this important work.

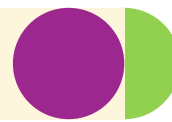
Warm regards,

Pete Colbert  
Vice President, Business Development  
757-234-9224  
[pete@accessu.com](mailto:pete@accessu.com)

## NOTABLE CLIENTS



# Agency Overview



AccessU was founded in Virginia in 1996 and quickly grew to be an award-winning agency that continues to raise the bar for what it means to be a full-service communications firm. Over nearly 30 years, we've grown to a team of 30, including educators, entrepreneurs, community leaders, coders, writers, designers, strategic thinkers, and do-gooders. Our mission is to help our clients live their missions, and we strive every day to adhere to our vision to do work that helps make the world a little better.

We partner with schools to amplify impact and stretch budgets through smart, collaborative strategies that drive results. With a proven track record of elevating institutional reputation and strengthening community connections, our team delivers strategic public relations that's both thoughtful and effective. We believe that powerful storytelling can change lives—and we're confident our refined, mission-aligned approach will exceed expectations and make a meaningful difference.

At AccessU, our philosophy centers on delivering excellence in client service and creative execution. Every press release, ad, or social media post we create embodies our commitment to solving client challenges and seizing opportunities. We approach every project guided by our three core values:

- **TENACITY.** We are relentless in our commitment to meet and exceed expectations, for both our teammates and our clients.
- **CARE.** We believe that what we do matters. We love what we do, and we love working with clients who strive to make a difference in people's lives. We work hard to show our teammates and our clients that we care. We seek out and celebrate clients who make a difference in their communities.
- **BEAUTY.** We are focused on crafting works of art, and we find beauty in everything from a great timeline to a well-formed logo. We see it in a well-written piece of code as well as in an expertly crafted headline.

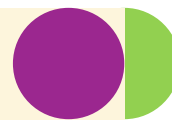




# **VI.B.2.**

# **Plan and Methodology**

## VI.B.2. Plan and Methodology



### OUR DELIVERABLES

We take pride in being a collaborative partner delivering research-driven, full-service communications solutions tailored to the institutions we serve. As VMI's current digital marketing partner, we already understand your audiences, goals, and institutional values, allowing us to bring proven strategies that adapt to evolving times and needs. As your PR partner we would elevate VMI's tradition, integrity, and leadership through informed storytelling, precise targeting, and a clear, consistent voice—strengthening trust, enhancing reputation, and ensuring your message resonates in a rapidly changing environment.

#### **Strategic Counsel and Messaging Development**

We excel in distilling complex institutional missions into compelling, disciplined messaging that resonates across audiences. The result is a consistent, credible voice for VMI—one that strengthens trust, drives alignment, and supports long-term reputation.

#### **Media Relations (Local and National)**

We leverage decades of media experience to position clients where their stories matter most. AccessU will support VMI through targeted local outreach across Virginia; provide national media strategies that position VMI as an authority in leadership development, military education, and public service; and provide a media team skilled in preparing spokespeople, shaping narratives, and managing messaging across platforms. The result is the right story, in the right outlet, at the right moment.

#### **Crisis and Reputation Management**

AccessU has guided organizations through high-pressure, high-visibility moments with steady, strategic leadership. We provide rapid media response, social monitoring, stakeholder communications, transparent and accurate message development, scenario planning, and crisis protocol that are tailored to your culture and chain-of-command structures. The goal is to protect VMI's legacy while providing the clarity and discipline needed in challenging moments.

#### **Content Development and Thought Leadership**

AccessU's strategic communications team specializes in capturing the heart of an institution and translating it into compelling, high-quality storytelling. We help you execute positioning and thought-leadership content for VMI leadership in national conversations. With our expertise your stories become a powerful force for connection and pride.

#### **Influencer Engagement and Social Media Support**

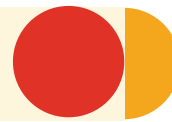
We help institutions build meaningful engagement that's authentic, well-aligned, and strategically moderated. AccessU provides ongoing content calendars tailored to your audiences, engagement strategies using VMI-aligned influencers, and social monitoring and message management to protect brand integrity and foster productive dialogue. The result is a social presence that is confident, engaging, and reflective of values.

#### **Measurement and Reporting**

AccessU provides transparent, data-driven reporting to ensure accountability and continuous improvement. Our reporting model offers monthly dashboards tracking media coverage and engagement metrics, strategy reviews to adjust tactics, KPI development tied to institutional priorities, and real-time insights during high-visibility issues or campaigns. The result is clear visibility into progress, performance, and long-term impact.

Aside from our services and expertise making us the right fit, we're also your neighbor! Roanoke is just a short drive from Lexington, making us an easily accessible partner. Beyond proximity, we take pride in going above and beyond in our communication and collaboration. As VMI's current media partner, you've already experienced our dedication firsthand—and, if we are given the opportunity to continue working together, you can expect the same level of commitment, responsiveness, and care that has defined our partnership to date.

## VI.B.2. Plan and Methodology



### SHAPE AND SHARE YOUR NARRATIVE

#### Strategic Partnership

We thrive on uncovering what makes an institution stand out—and turning that into stories that matter. For VMI, that means building a narrative around innovation, transformation, and impact.

Our approach blends strategy, story, and smart media execution. We will work to understand your strategic objectives, institutional voice, and internal communications rhythms. This allows us to align earned media strategies with your broader mission and amplify the transformational work happening across the institution.

#### Earned Media Execution

We're here to build meaningful visibility where it counts. From planning and pitching to tracking and reporting, every step will be intentional and collaborative. Here's how we'll deliver:

- **Story Development with Purpose:** We'll dig into your research, programs, and outcomes to develop pitch-ready story angles that highlight VMI's thought leadership. We'll translate complex topics into accessible, compelling stories that resonate with editors and audiences alike.
- **Pitching with Precision:** We'll target the right reporters at the right outlets—whether that's a major national publication or a respected industry journal. Our media relationships and custom outreach strategies help cut through the noise and get attention where it matters.
- **Strategic Counsel Along the Way:** Media coverage isn't just about press—it's about positioning. We'll help craft messaging and talking points that reinforce VMI's voice and build credibility with key audiences.
- **Reporting That Tells a Bigger Story:** Each month, we'll share what's happening, what's working, and where we're headed next. And at the end of each cycle, you'll get a final report with outcomes, media placements, impressions, and insights to guide future strategy.

#### Thought Leadership

We recognize that thought leadership can feel intimidating, but the insights already within your institution are powerful. AccessU helps administrators and faculty hone their unique perspectives into thought leadership that inspires conversation and advances institutional reputation. Working with your team, we:

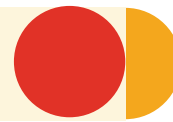
- Partner with campus leaders to hone messaging and ensure clarity and confidence
- Surface distinct points of view that reflect your institution's mission and vision
- Position administrators and faculty as trusted experts in the right venues
- Integrate thought leadership with media relations and social media to amplify reach and influence



#### Ready to Scale with You

We understand that VMI's story is still unfolding—and that the scope of this work will grow. We're ready for that. As your PR and communications partner, we'll stay flexible, responsive, and in sync with your evolving priorities.

## VI.B.2. Plan and Methodology



### COLLABORATIVE STRATEGY WITH UNIFIED IMPACT

This work with VMI will build on an established partnership and a shared understanding of your institution, priorities, and communications foundation. AccessU continues to serve as a strategic communications partner—working alongside your team to support clarity, alignment, and thoughtful execution across complex initiatives.

Rather than reintroducing our role, we'll focus on deepening it. We'll continue to operate as an extension of your internal communications and leadership teams, integrating into the existing workflows and supporting strategic decision-making with consistency and care. Our collaboration includes:

- Clear timelines and communication plans that support coordination across teams
- Ongoing check-ins that allow us to stay aligned as priorities evolve
- A collaborative approach to stakeholder input that reflects VMI's structure, culture, and sensitivities

Through our work together, we've navigated communications efforts involving multiple audiences and competing priorities. In these moments, our role has been to help bring structure, shared understanding, and forward movement. We keep institutional goals and reputations at the forefront.

As our partnership continues, AccessU remains focused on being a steady, strategic presence—listening closely, advising thoughtfully, and adapting as needs shift. We will continue supporting VMI in ways that feel aligned, informed, and effective, strengthening communications efforts over time rather than reinventing them.



## VI.B.2. Plan and Methodology



### EXPERT PROJECT MANAGEMENT

At AccessU, we combine cutting-edge project management and time-tracking tools with the human touch of experienced professionals to ensure that every project stays on track and delivers results. We use state-of-the-art platforms to monitor timelines, milestones, and deliverables, providing transparent, real-time reporting to both our team and our clients. We are incredibly flexible and technology agnostic, so if you're married to your own system, we'll easily pivot to use what is best for you!

We currently use [Workamajig](#), a comprehensive project management software designed specifically for creative teams and marketing professionals. It integrates all aspects of project planning, resource allocation, budgeting, time tracking, and collaboration into a single, user-friendly platform. With its tailored features for marketing and communications teams, Workamajig simplifies complex workflows, enabling seamless coordination among strategy, execution, and performance measurement.

Workamajig will serve as an invaluable tool by:

- **Streamlining Project Management:** Workamajig's centralized dashboard will help track deliverables, deadlines, and campaign progress in real time.
- **Enhancing Collaboration:** Built-in communication tools ensure seamless coordination between your team and ours.
- **Optimizing Resource Allocation:** Workamajig's resource management features will help assign tasks efficiently and prevent bottlenecks.
- **Tracking Performance Metrics:** The software's reporting capabilities will allow the team to monitor campaign KPIs, evaluate results, and make data-driven adjustments.
- **Managing the Budget:** Workamajig ensures financial transparency, tracking expenditures to deliver cost-effective solutions.

Each project is supported by a dedicated team of seasoned account and project managers who serve as true client advocates. They don't just keep things on schedule—they anticipate challenges, clear roadblocks, and keep everyone moving forward. This hands-on, relationship-focused approach is why many of our clients continue to partner with us. We aim to build partnerships that grow—not just projects that end.





# **VI.B.3.**

# **Relevant Experience**

## VI.B.3. Relevant Experience



### OUR STRATEGIC COMMUNICATIONS TEAM HAS YOUR BACK!

AccessU strategic communications is a cross-functional team that combines professionals in public relations, media relations, social media, and strategic counsel to ensure that your communications needs are proactively assessed and thoughtfully addressed. With more than 50 years of combined experience, our team knows how to navigate complex narratives, build trust, and deliver measurable results—especially during moments that matter most.

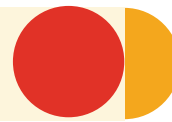
We recognize the current media landscape surrounding VMI and are aware of the scrutiny the institute has faced related to issues of racism, discrimination, and campus culture. These conversations are serious, sensitive, and deserving of a thoughtful, transparent approach. We believe effective communications begin with listening, acknowledging lived experiences, and engaging honestly with stakeholders, the media, and the broader public. Our role is not to minimize challenges, but to help institutions respond with clarity, accountability, and purpose while keeping long-term reputation and mission at the forefront.

Our team has secured coverage across a wide range of outlets, from local broadcast stations and regional dailies to national media and targeted trade publications. We pursue the right reporters and outlets with precision, ensuring your institution's voice is represented accurately and responsibly. Our experience includes op-ed placement, faculty and leadership features, and student and staff storytelling that reflect both the complexity and value of a military college education.

Media training is built into our process, especially in high-stakes or sensitive situations. We prepare spokespeople with tailored guidance to engage confidently, consistently, and authentically with the media. This includes crisis and issues management support and message development to ensure your key spokespeople deliver consistent, compelling messages that reflect the values of VMI.

We measure success through both qualitative and quantitative outcomes, including the quality and tone of coverage, message alignment, impressions, and share of voice. Our approach helps institutions strengthen visibility across trade, local, regional, and national outlets while maintaining message discipline and credibility. We integrate media relations into a broader communications strategy that supports both immediate needs and long-term reputation management.





## REINFORCING YOUR MESSAGE



### Public Relations

- Media relations
- Media monitoring
- Crisis communication
- Message development



### Social Media

- Content calendars
- Creative assets
- Community management
- Paid campaigns
- Performance reporting



### Strategy & Brand

- Strategic frameworks
- Brand launches
- Message alignment
- Team development



### Events & Campaigns

- Event planning
- Speaker support
- Social activations
- Fundraising campaigns



### Content Development

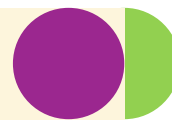
- Blog writing
- SEO content
- Case studies
- Video scripts



### Measurement & Reporting

- KPI tracking
- Data dashboards
- Annual reports
- Process improvements

## VI.B.3. Relevant Experience



### DATA TOOLS

AccessU takes a holistic approach to digital tactics and platforms when it comes to helping clients make marketing decisions and understands how each tactic works with the others to achieve strategic goals. We are powered by numerous data tools, including the following, that enable us to plan, optimize, and execute highly targeted media strategies.



- **Nielsen** provides audience measurement and media consumption data across TV, radio, digital, and more. It allows us to understand who is consuming content, when, and on what platforms.



- **Scarborough Research** delivers detailed consumer lifestyle and media usage insights at the local market level. This helps us target specific demographics and psychographics by providing granular data on consumer habits, preferences, and local media consumption.



- **Claritas** specializes in segmentation and geodemographic data, enabling us to pinpoint where target audiences live and how to best reach them through tailored media strategies based on location and lifestyle.



- **Placer.ai** provides real-time, location-based foot traffic analytics. This shows us where consumers are visiting physical locations, supporting out-of-home (OOH) advertising decisions, and refining local media strategies.



- **Alteryx** is used to combine audience, media, and performance data to optimize buys, improve targeting, and uncover actionable insights quickly.



- **Media Monitors** is the nation's leading local monitoring company, with almost real-time intelligence on broadcast TV, cable, radio, print, and digital.



- **Fullstory** enables us to glean behavioral insights through heat maps, segments and funnels, user journeys, UTM analysis, developer tools, and more.



- **Muck Rack PR Software** empowers us to conduct comprehensive media research, streamline outreach efforts, and track PR campaign performance, ensuring targeted and impactful communication strategies for our clients.



- **Sprout Social** empowers us to manage and optimize our clients' social media presence through streamlined publishing, engagement tracking, and in-depth analytics that inform strategies for strengthened brand connections.



- **Semrush** equips us with key insights into content effectiveness, SEO strategies, and competitor analysis, enabling us to optimize digital marketing efforts, drive organic traffic, and achieve measurable results for our clients.



- **Qualtrics Research Platform** allows us to conduct in-depth surveys and gather actionable feedback. Data-driven decision-making enables better understanding and engagement with target audiences.



- **CMNTY Research Platform** enables us to build stronger relationships and develop products and services that resonate with audience needs and desires.



- **Talkwalker** equips us with powerful social listening and analytics capabilities, enabling real-time monitoring of brand sentiment, emerging trends, and competitive intelligence to inform insight-led strategies for our clients.



- **Critical Mention** enables us to track and analyze earned media coverage across broadcast, print, and online channels in real time, ensuring our clients stay ahead of the conversation, and can measure the true impact of their PR efforts.

## VI.B.3. Relevant Experience



### OUR PR AND CRISIS MANAGEMENT WORK



AccessU partnered with Ferrum College to provide strategic communications support during a season of heightened pressure. At the same time the college welcomed its largest freshman class in years, leadership faced difficult governance challenges and external controversy stemming from alumni activity. Our team worked closely with the president, Board of Trustees, and senior staff to strengthen trust among stakeholders and ensure consistent messaging across internal and external audiences. Through steady counsel, we helped Ferrum sustain momentum while protecting its reputation and relationships in the face of heightened scrutiny.




AccessU has partnered with the Virginia Community College System (VCCS) to strengthen communications through both leadership transitions and high-profile initiatives. We guided the system in announcing a new chancellor and senior leaders, ensuring alignment and clarity across audiences. To advance strategic initiatives where coverage was limited, our team built visibility by drafting media releases, developing multimedia storytelling, and conducting proactive pitching to secure stronger results. We also provided one-on-one counsel and media preparation for a community college president navigating a vote of no confidence, helping to stabilize communications and preserve stakeholder trust. Across each engagement, our approach utilized reputation management strategies to elevate institutional voice.



For Emory Healthcare, AccessU provides ongoing support in online reputation management, a role that often extends into broader public relations. When reputational concerns escalate in the social media space, our team quickly assesses the media landscape, evaluates potential risks, and provides clear counsel on messaging and next steps. During a multi-month national news story, we supported Emory with guidance that balanced immediate response needs with long-term reputation considerations. This work demonstrates the strength of our integrated team, which brings together monitoring, strategy, and communications expertise to protect and strengthen a brand under sustained scrutiny.



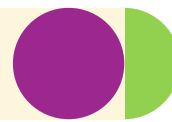
When devastation struck conference guests staying at Roanoke College, AccessU was there to support and strategize with the school to get them through this major crisis. Carbon monoxide poisoning killed one and sent dozens of others to the hospital. The college's seasoned PR staff moved into high gear, writing news releases, fielding media calls, coordinating information with local hospitals, and holding media conferences. AccessU helped outline strategy, define audiences for communication, and provide national media distribution, which allowed Roanoke College staff to have the space to gather information on the college's response to the accident, talk with media, and coordinate a memorial service in the critical first two days of the crisis.



# **VI.B.4.**

# **Key Personnel**

## VI.B.4. Key Personnel



### TONY PEARMAN | PRESIDENT & CEO

Tony founded AccessU in 1996, building an award-winning agency that delivers exceptional client service, strategy, and creative work while striving to help our clients live their missions. Tony leans into opportunity to strengthen the value that AccessU brings to our clients. He is driven by a commitment to their success and an unwavering focus on delivering measurable impact. Under his leadership, AccessU was named to the *2025 Inc. 5000* list, recognizing it as one of the fastest-growing private companies in the U.S., and honored as a Best Place to Work by *Virginia Business*, reflecting a strong commitment to company culture and employee engagement.

**Project Role:** Oversees all business operations, manages client satisfaction, and is the lead brand strategist

**Education:** Virginia Commonwealth University, BFA in communication arts and design

**Relevant Experience:** Client service, brand strategy, advertising, communications, video storytelling, graphic and web design, and digital media

[Full Bio Here](#)



### RACHEL SPENCER | EXECUTIVE VICE PRESIDENT, SENIOR STRATEGIST

During her career, Rachel has led market research and brand positioning initiatives for a diverse range of clients, including those in healthcare, education, economic development, and finance. She believes effective communication is all about tapping into someone's "why" in order to spur a response. She's helped an array of companies and organizations uncover, embrace, and tell their stories.

**Project Role:** Is the lead strategist helping clients discover, develop, and plan strategically to reach their brand messaging and communication goals

**Education:** Roanoke College, BA in sociology, concentration in communications

**Relevant Experience:** Strategic planning, qualitative research, brand messaging, public relations, and crisis communications

[Full Bio Here](#)



### BRENDA DRAKE | VICE PRESIDENT, PUBLIC RELATIONS

Brenda is a seasoned communications professional who is passionate about education and how it transforms lives. For 20 years, she helped educational institutions tell their stories to stakeholders in compelling ways. Brenda continually aims to assist organizations in making a significant impact. Her experience in education prepared her for balancing the many needs of mission-driven organizations.

**Project Role:** Leads the strategic communications team

**Education:** University of Southern California, Master of Communication Management; University of Lynchburg, BA in communication studies

**Relevant Experience:** Strategic communications, crisis communications, media relations, and reputation management

[Full Bio Here](#)

## VI.B.4. Key Personnel



### **RANDY BELCHER | SENIOR VICE PRESIDENT, CREATIVE SERVICES**

With over 30 years of experience, Randy is comfortable working across all media and industries, including education, insurance, healthcare, home services, and consumer packaged goods. Randy has won over 100 awards for his work, including an Emmy. Most notably, he gave birth to the GEICO Gecko and created adventures for the Pink Panther and for Duke, the spokesdog for Bush's Beans.

**Project Role:** Leads the creative service team and oversees all copy and design

**Education:** University of Richmond, BA in theater and journalism; Wake Forest University, MA in theater and speech

**Relevant Experience:** Branding/identity, advertising, graphic design, messaging, logo design, video creation, and production

[Full Bio Here](#)



### **PETE COLBERT | VICE PRESIDENT, BUSINESS DEVELOPMENT**

Pete has spent his entire career in and around the college enrollment and marketing landscape. Having spent nearly 20 years in college admissions, with leadership roles at three small liberal arts colleges, and the past decade in a consulting capacity for all things marketing communications and enrollment strategy for higher education institutions around the country, he brings a wide range of experience and industry knowledge to bear for our campus partners on a daily basis. His insights and guidance have helped numerous institutions achieve record enrollments despite the challenging times faced by higher education in recent years.

**Project Role:** Provides high-level client relationship management and strategic consultation

**Education:** Roanoke College, BA in music

**Relevant Experience:** Messaging strategy, market analysis, enrollment strategy, customer journey mapping

[Full Bio Here](#)



### **HEATHER JACKSON | VICE PRESIDENT, ACCOUNT SERVICES**

With over 25 years of experience, Heather has worked across all media and industries, including education, consumer packaged goods, healthcare, and automotive. Heather's passion for brand-building started at her first ad agency in NYC, planning national media for P&G. She honed her retail sales skills with the launch of Pfizer's Listerine PocketPaks and then moved into experiential events for a national marketing agency. She's passionate about building strong client partnerships and empowering teams to deliver meaningful results. With her background in account services and strategy, she thrives at the intersection of creativity, insight, and execution.

**Project Role:** Leads the project and account managers and oversees all campaigns and budgets

**Education:** Roanoke College, BA in English and communications

**Relevant Experience:** Project and account management, recruitment campaigns, communications, and content strategy and marketing

[Full Bio Here](#)

## VI.B.4. Key Personnel



### AMANDA KENNEY | PUBLIC RELATIONS MANAGER

Amanda is an Emmy Award-winning journalist bringing 15 years of newsroom experience and storytelling expertise to the table, to amplify client narratives and media relationships. Her background in journalism makes her a pro at pitching ideas to the media, and she understands that every client has a story to tell. Amanda can help you find the characters and nuggets from your brand that will pique the media's attention.

**Project Role:** Helps pitch and tell your story, secure media placements, and execute PR strategy

**Education:** Hofstra University, Bachelor of Arts in broadcast journalism and political science

**Relevant Experience:** Storytelling, strategic communication, media relations

[Full Bio Here](#)



### ALLISON MAYS | SOCIAL MEDIA SPECIALIST

Allison is a social media strategist who understands that behind every click, like, and share is a real person seeking connection. She combines data-driven insights with genuine storytelling to create campaigns that resonate authentically with your audience. Her meticulous approach to strategy and execution ensures every post serves a purpose—whether that's building brand awareness, driving engagement, or converting followers into loyal key communicators. Known for her reliability and polished deliverables, Allison has mastered the art of turning social media noise into meaningful brand conversations. She thrives in the sweet spot where strategic thinking meets creative execution, consistently delivering content that not only looks stunning but also performs exceptionally. Her collaborative spirit and attention to detail make her the teammate every brand wants leading their digital presence.

**Project Role:** Provides social media content creation, reporting, and content scheduling

**Education:** Radford University, Bachelor of Business Administration in Marketing

**Relevant Experience:** Social media strategy, audience development, content optimization, brand community building, performance analytics

[Full Bio Here](#)



### LAUREN WARE | SOCIAL MEDIA MANAGER

Lauren is a passionate and results-driven marketer bringing a versatile skill set that spans social media management, business development, strategic communications, creative writing, and graphic design. She brings creativity, heart, strategy, and sparkle to your account. She's got all the prerequisites for a pulse-on-the-people expert and thrives in dynamic environments. Whether crafting compelling narratives, designing eye-catching visuals, or orchestrating memorable events, she is dedicated to elevating brands and making a meaningful impact.

**Project Role:** Provides social media strategy, content creation, reporting, and content scheduling

**Education:** James Madison University, Bachelor of Arts in communication and media studies

**Relevant Experience:** Social media strategy, digital marketing, content creation, content scheduling, marketing copy

[Full Bio Here](#)



# **VI.B.5. – VI.B.6. Attachments**

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: AccessU

ADDRESS: 701 Patterson Ave SW

CITY/STATE: Roanoke, VA 24016

TELEPHONE NUMBER: 540-344-8499

FEDERAL ID NUMBER (FIN): 541821163

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 ( ) NO

IF YES, EXPLAIN: N/A



SIGNATURE OF OFFEROR

2/27/26

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) eVA

**RETURN OF THIS PAGE IS REQUIRED**

OFFEROR DATA SHEET

QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirement.

Indicate the length of time you have been in business providing this type of service. 29 Years  
6 Months

Provide a list of current references, either college, Educational Institutions, and/or other companies that your firm is servicing. Include the length of service, dollar volume, year contract was entered into, and the name and address of the person the State has your permission to contact. Such listing shall be comprehensive of your firm’s customer base and can be formatted as follows:

CURRENT ACCOUNTS:

Account Name, Address & Phone #	Length of Service	\$ Volume/Year
Ferrum College   540-365-4202 215 Ferrum Mountain Rd., Ferrum, VA 24088	<u>2 Years</u>	<u>\$281,244.00   2025</u>
VCCS   804-819-4949 300 Arboretum Place, Suite 200 Richmond, VA 23236	<u>7 Years</u>	<u>\$778,030.00   2025</u>
ATDM   434-766-6766 150 Slayton Ave. Danville, VA 24540	<u>6 Years</u>	<u>\$474,849.00   2025</u>
Excel Center   540-581-0620 P.O. Box 2420 Roanoke, VA 24010	<u>2 Years</u>	<u>\$242,000.00   2025</u>

LOST ACCOUNTS:

Account Name, Address & Phone #	Length of Service	\$ Volume/Year
Rappahannock Community College 804-333-6730 52 Campus Dr Warsaw, VA 22572	<u>3 Years</u>	<u>\$75,000.00   2025</u>
Tidewater Community College 757-822-1076 121 College Place, Norfolk, VA 23510	<u>5 Years</u>	<u>\$301,500   2025</u>

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: Ferrum College

ADDRESS: 215 Ferrum Mountain Rd., Ferrum, VA 24088

CONTACT PERSON/PHONE#: Mirta M. Martin, Ph. D. | 540-365-4202

APPROXIMATE DOLLAR VOLUME PER YEAR: \$281,244.00 | 2025

PROJECTS/DATES/DESCRIPTION: Web Support, Enrollment, PR

CLIENT: VCCS

ADDRESS: 300 Arboretum Place, Suite 200, Richmond, VA 23236

CONTACT PERSON/PHONE#: Susan Pollard | 804-819-4949

APPROXIMATE DOLLAR VOLUME PER YEAR: \$778,030.00 | 2025

PROJECTS/DATES/DESCRIPTION: Brand, Advertising, Video, Content Creation, Web Design, State Wide PR Communication

CLIENT: Excel Center

ADDRESS: P.O. Box 2420, Roanoke, VA 24010

CONTACT PERSON/PHONE#: Mindy Boyd | 540-581-0620

APPROXIMATE DOLLAR VOLUME PER YEAR: \$242,000.00 | 2025

PROJECTS/DATES/DESCRIPTION: Marketing and Communications, Social Media, and PR, Web Design and Development, Digital and Traditional Media Planning and Buying, Advertising, Design, and Video Production

Client: ATDM

Address: 150 Slayton Ave., Danville, VA 24540

Contact Person/Phone #: Allison Moore | 434-766-6766

Approximate Dollar Value Per Year: \$475,849.00 | 2025

Projects/Dates/Description: Branding, Website Design and Development, Enrollment Marketing, Public Relations

## 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](http://www.sbsd.virginia.gov) (Certification Division).

Offeror Name: AccessU

Preparer Name: Libba Cooper Date: 2/27/26

### 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: 673224  
Expiration Date: September 27, 2028

**Section B**

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

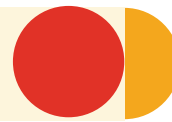
**B. Plans for Utilization of SBSB-Certified Small Businesses for this Procurement**

Small Business Name & Address SBSB 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
AccessU 673224	Small Business	Tony Pearman 540-798-3868 tony@accessu.com	Full-Service Creative Firm providing all PR, Marketing, and Communication Services requested in this RFP	AccessU will provide all PR, marketing, and communication services requested in this RFP.	100%
<b>Totals \$</b>					



# **VI.B.7.**

# **VASCUPP Partnerships**



As part of our VASCUPP partnership in 2025, our agency engaged in collaborative work with VMI.



Dollar value of sales during last 12 months:

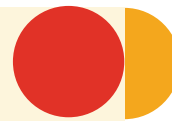
- VMI: \$149,450.00



# **VI.B.8.**

# **Proposed Cost**

## VI.B.8. Proposed Cost



We are invested in and committed to providing exceptional service that hits your deadlines and exceeds your expectations. We understand that projects are determined on a case-by-case basis. Our hourly rate is \$165.00, and we'd like to offer you a valued partner discount of \$120.00/hour. (Please note, our crisis PR management services are priced separately at \$300/hour. With the valued partner discount, short-term crisis PR management services will be \$240/hour.)

We typically utilize a blended agency rate for this engagement. This approach reflects the integrated nature of our team and allows us to flex the right expertise at the right time—ensuring efficiency, consistency, and the greatest value for our clients.

- Valued partner discount: \$120.00/hour
- Short-term crisis PR: \$240.00/hour
- Scope of work will be determined on a case-by-case basis
- Project billing terms may be set per project or as monthly service agreements



## **Thank you for considering AccessU for your PR services.**

We're excited for the opportunity to continue our partnership with VMI! We believe that together, we can continue to make a lasting impact by enhancing visibility, engagement, and participation at your college.

We are eager to continue the conversation and work closely with you and your team to serve the needs of the institution and your audience. We look forward to connecting with you soon!

***Let's do something big!***



**ACCESSU**  
701 Patterson Ave. SW  
Roanoke, VA 24016

**Tony Pearman**  
President & CEO  
540-798-3868  
[tony@accessu.com](mailto:tony@accessu.com)

## 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.)

<b><u>Profession/Service</u></b>	<b><u>Limits</u></b>
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> <a href="https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/">https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/</a>
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](http://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](http://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