



# PROCUREMENT SERVICES

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

PROCUREMENT@VMI.EDU

## COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

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

This contract entered into this 14<sup>th</sup> day of May 2026 between Wunderman Thompson, LLC, FEIN: 20-4031493, 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:   
By: \_\_\_\_\_

For: Thompson LLC  
Title: Executive Director Finance

**VMI:**

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

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

Commonwealth of Virginia  
Virginia Association of State College & University Purchasing Professionals (VASCUPP)  
Virginia Military Institute (VMI)  
Request for Proposal (RFP)  
For  
Public Relations Services  
Solicitation: V211-26-049

# THOMPSON

Date: 19 MAR 2026

Proposal/Quote Valid for 365 Days (18 MAR 2027)

THOMPSON Point(s) of Contact (POC):

Sean McNeeley. Email: sean.mcneeley@wundermanthompson.com. Phone: 404-271-9233

Ralph Pepino. ralph.pepino@wundermanthompson.com. Phone: 917-374-6028

Wunderman Thompson, LLC Information: CAGE Code 3PMN9. Unique Entity Identification (UEI): SF2NA13BJQU4. Business Size Status: Large Business.

VMI POC:

Kathleen Tomlin. Email: tomlinkh@vmi.edu. Phone: 540-464-7166

*This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without limitation.*




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## **TABLE of CONTENTS**

1.	Required Documentation.....	1
2.	Company Experience and Qualifications.....	8
3.	Key Personnel and Conflict of Interest Disclosure.....	11
4.	Offeror Data Sheet.....	12
5.	Small Business Subcontracting Plan.....	12
6.	Sales to VASCUPP Member Institutions.....	13
7.	Proposed Cost.....	13

### Addenda:

- Cover Letter
- Attachment A - UNDERSTANDING OF REQUIREMENTS
- Attachment B - CONFLICT OF INTEREST STATEMENT
- Attachment C - OFFEROR DATA SHEET
- Attachment D - REFERENCES
- Attachment E - SWaM PLAN
- Attachment F - DATA PROTECTION ADDENDUM
- Key Personnel Resumes
- THOMPSON Pricing Schedule



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## 1. Required Documentation

THOMPSON hereby submits the following required documentation as addenda to this proposal submission:

- Cover Sheet
- Attachment A - UNDERSTANDING OF REQUIREMENTS
- Attachment B - CONFLICT OF INTEREST STATEMENT
- Attachment C - OFFEROR DATA SHEET
- Attachment D - REFERENCES
- Attachment E - SWaM PLAN
- Attachment F - DATA PROTECTION ADDENDUM
- Key Personnel Resumes
- THOMPSON Pricing Schedule

*\*Additionally, two Addenda were released by VMI and eVA procurement – posted on 3/5/2026 and 3/9/2026, respectively - created from questions submitted by potential offerors. Neither require formal bidder concurrence or signature, however THOMPSON acknowledges its release and contents as a practical matter.*

In addition to the aforementioned addenda, as required by the solicitation, THOMPSON has composed a straightforward, concise description of our capabilities to satisfy the requirements of the RFP below.

### **Overview**

Virginia Military Institute (VMI) is a distinguished academic and military institution facing a rapidly changing recruitment environment. Historically relying on internal marketing and a dedicated alumni network, VMI can benefit from a comprehensive, national approach to recruitment and brand perception. The Institute is operating within a confluence of demographic and enrollment declines among prospective students, compounded by concerns around cost and perceived value of higher education. These circumstances signal that a strategic shift is required to ensure long-term vitality.

Despite a strong foundation built on core values, particularly Honor, and a legacy of producing leaders for military, federal service, and other career paths, VMI is often perceived as regional due to its student body composition and has struggled to effectively communicate its value proposition nationally. While awareness exists within its 71-alumni chapter footprint across the US, a modern, targeted approach is needed to reach new audiences who currently have no exposure to the unique VMI brand. Furthermore, VMI has the opportunity to actively leverage its extensive alumni network not just for fundraising and advocacy, but as a direct channel for recruitment.

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RFP: V211-26-049

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With the support of THOMPSON, VMI can produce a “virtuous circle” – increasing application volume, improving selectivity, and raising VMI’s academic reputation, which in turn leads to increasing application volume. By boldly and unapologetically articulating what VMI offers to students seeking challenge, character development, strong academic performance, physical and mental discipline, and unfailing integrity in a rapidly changing world, THOMPSON believes VMI’s brand can effectively inspire prospective students from across the country to join its Corps of Cadets. This project holds particular significance to our team given the strong thematic ties stemming from the nearly 80-year partnership with the United States Marine Corps, as well as countless other clients from within the military and higher learning that we’ve served over the years.

### **Statement of Needs (RFP Section V, page 5)**

THOMPSON has vast experience in providing advertising support services aligned to several of the requirements outlined in the RFP’s Statement of Needs. Throughout our history, we have served various government agencies in accomplishing its missions with a focus on advertising and communication-based strategy development and implementation. Below is a list of attributes per this solicitation that THOMPSON has the requisite capabilities and expertise to support:

- **Strategic counsel and messaging development.**
  - For nearly eight decades, the team at THOMPSON has provided world-class consultation and brand messaging development aligned to the institutional needs of the United States Marines Corps. Our management of the USMC as a civic brand has led to the implementation of inimitable, venerable slogans like “The Few. The Proud. The Marines,” impactful commercials like “America’s Marines,” and generational brand ideas like “Battles Won,” which has effectively supported Marine Corps Recruiting Command’s mission achievement since debuting in 2015. We understand how to capture the essence of an institutional ethos and craft messaging that inspires audiences – high school and college-aged youth, in particular – to seek more information about a path toward enlistment.
  - Additionally, THOMPSON’s proposed VMI team has experience supporting higher education as further noted in our Key Personnel section. Over the past three years, our network partner, VML, has contracted with universities and associated groups, including Texas A&M, the University of Florida, Arizona State University, Syracuse University, and the University of South Carolina Alumni Association. This unique blend of recent experience servicing both military and higher education clients provide THOMPSON with an unparalleled view to understand and support the intricacies of VMI’s mission.



- **Content development and thought leadership.**
  - Underpinned by bold, well-defined brand strategy, THOMPSON’s creative team develops powerful, inspiring content that elevates brands and demands engagement. Working across all mediums, THOMPSON leverages best practices honed over decades on the USMC’s robust media plans. We create bespoke messaging, tailoring it to take full advantage of each platform and maximize the potential for interaction between brand and audience. Whether we produce new, original content or repurpose existing content to extend asset shelf life, our work is noticeable and memorable. THOMPSON’s history of award-winning work in film craft, digital development, and media includes recognition by The Effie Awards, ONE Show, The National Addy Awards, Communication Arts, Graphis and more as proof of our ability to craft innovative content that moves people to action.
  - Today’s media environment requires a strategic understanding of discrete audiences, their motivations, where and when they consume entertainment and information, and how innovative, curated brand experiences prompt deeper engagement to drive desired behaviors. THOMPSON is a proven thought leader, having defined the USMC’s audience journeys that weave its brand through relevant linear and digital media properties, social media platforms, CRM toolsets, and ownable products like Marines.com and the Squad Bay mobile application. Our approach to developing a Communications Architecture will provide the roadmap VMI needs to refine both creative messaging and investment strategies that result in reaching a broader audience of prospective cadets across the United States.
  
- **Measurement and reporting (Key Performance Indicators).**
  - THOMPSON understands the criticality of accountability and how measurement and reporting are essential workstreams for clients rightly demanding it from their agencies. The modern marketing and advertising environment provides a phenomenal amount of raw data to sift through. Structures and schemas become incredibly important in navigating the volume of data, eliminating noise from the true actionable intelligence. THOMPSON’s measurement capabilities in the areas of Brand, Business, and Experience & Communications will ensure that no matter what new initiatives are introduced to the program, we will be able to place appropriate weight, definition, and analysis to the resulting data points. THOMPSON’s rigorous approach to measurement on the USMC ensures an effective approach to minimize risks, mistakes, and costs while also revealing insights that lead to optimizations for future efforts. We’ll apply a scaled approach of this framework to our work with VMI.



Note that THOMPSON does not provide services specific to “Media Relations (local and national)” and “Crisis management and reputation management.” Our agency does, however, have experience in working with partners and organizations in cross-collaborative efforts to ensure alignment with project tasks. We are skilled at coordinating efforts that emphasize the strengths and responsibilities of cross-functional agency teams that produce outstanding, seamless results for clients. Additionally, while THOMPSON is experienced and capable in executing “Influencer engagement and social media support” in paid and organic forms, our proposed offering focuses on core areas of expertise to deliver the best value to VMI, as outlined in the following section, Plan and Methodology.

### **Plan and Methodology (RFP Section VI, page 7)**

Below, VMI will find a detailed plan and methodology for providing the goods/services described in Section V. Statement of Needs of this Request for Proposal.

### **Project Objectives**

THOMPSON proposes the following project objectives in response to VMI's Statement of Needs:

- **Develop a compelling and differentiated brand positioning** for VMI, aligning with its core values (particularly ‘Honor’) while resonating with modern youth seeking challenges, integrity, strong academic performance, and an interest in physical components.
- **Significantly increase national awareness and applications** across all 71-alumni chapter footprint and beyond, targeting regions where VMI's offerings would resonate, to allow for greater selectivity (target 50-60% acceptance rate) and attract students of higher quality.
- **Improve the quality and expand the geography of incoming students**, specifically increasing applicants who are better prepared to thrive in VMI's challenging environment, including attracting high-quality athletes (Div 1 sports) and female applicants, with an emphasis on academic preparedness.
- **Establish a systematic, data-driven recruiting approach** that increases means to identify and reach ideal students in new ways, helping VMI become more competitive with academies and other institutions.
- **Optimize VMI's marketing and recruitment efforts** to achieve target enrollment goals (approximately 500 new students annually) and help build the "virtuous circle" of enhanced applicant selectivity, student achievement, post-graduate career placement, and academic reputation.
- **Leverage existing assets and infrastructure** (Element 451 CRM, "I am VMI" content) where strategically beneficial, and in a "targeted, modern way" to maximize efficiency and budget, avoiding deep discounts.

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RFP: V211-26-049

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- Act as a "quarterback" to synchronize VMI's various internal and external marketing and recruitment efforts, ensuring a cohesive message.

### **Recommendation of Deliverables (with Timing)**

THOMPSON has outlined a plan and methodology designed to address VMI's anticipated key areas of interest as noted above, aiming for a systematic approach. The total estimated cost for the build-out of these four elements specifically will be addressed through our proposal's Pricing Schedule. This budget range proposed is designed to establish the strategy and initial assets for a significant national push, with ongoing optimization and continued execution falling into out-year budgets.

Primary areas of effort to accomplish our proposed plan are as follows:

### **I – Brand, Experience & Communications Strategy**

To support VMI's requirement to provide strategic counsel and messaging development, THOMPSON will provide VMI with brand positioning that authentically reflects its core identity. This strategy will clearly communicate VMI's unique position in the higher education landscape and establish the Institute as a nationally relevant destination for high-achieving students seeking academic rigor with a challenging military experience.

*Deliverables include, but are not limited to:*

- Brand Positioning
- Audience Profiles/Personas (2-3)
- Prospective Student Journey Map
- Communications Architecture

*Estimated Duration: 8-10 weeks*

### **II – Creative Development**

THOMPSON has established itself as an agile, cost-effective and creative partner for its clients. We excel at creative ideation and bringing concepts to life as dramatic, persuasive, and informative content that will carry your brand vision forward to meet your business objectives. Whether we execute an original production to capture new footage or scripted, directed action, or we repurpose existing production content into new work that inspires a new cohort of potential cadets, THOMPSON will work with VMI's budget and needs to launch compelling brand advertising into the market. Thus, we've provided two potential courses of action (COAs) to consider in developing content:

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RFP: V211-26-049

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### ***COA 1: Using Existing VMI Assets***

*Description:* THOMPSON will provide VMI with concepting and development of creative assets using existing imagery and video footage supplied by VMI. Scope includes adaptation and production of materials for digital and social distribution.

*Deliverables include, but are not limited to:*

- Social and digital video content
- Static imagery for digital use
- Digital banner advertisements
- Email templates

*Estimated Duration:* 3-4 Months, assuming standard client approval processes and rounds of reviews.

### ***COA2: Production of NEW Creative Assets***

*Description:* THOMPSON will provide VMI with development of creative assets using a combination of existing imagery and video footage provided by VMI and newly captured content produced during a production shoot on campus. The purpose of this effort is to generate high-quality visual and motion assets optimized for digital and social media deployment.

*Deliverables include, but are not limited to:*

- Social and digital video content
- Static imagery for digital use
- Digital banner advertisements
- Email templates

*Estimated Duration:* 5-6 Months, assuming standard client approval processes and rounds of reviews.

## **III (a) – CRM Strategy**

Our thought leadership extends beyond brand positioning. To support VMI’s efforts at implementing an effective customer relationship management process, THOMPSON will provide a comprehensive CRM optimization strategy for VMI’s Element 451 platform. We will partner with VMI and Element 451 to provide insight-led guidance on audience prioritization, journey design, and structured learning, ensuring CRM efforts are intentional, adaptable, and aligned with enrollment objectives.

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RFP: V211-26-049

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*Deliverables include, but are not limited to:*

- CRM Strategy
- CRM Research & Learning Framework
- Data Capture Framework
- Lead Scoring Methodology

*Estimated Duration: 4-6 months*

**III (b) - Paid Media Consultation**

Reaching broader audiences requires the thought leadership of paid media experts. THOMPSON, in conjunction with media partner Mindshare, will provide VMI with expert consultative guidance to assess future paid media opportunities that result in increases to applications and new student enrollment. This scope focuses on strategic exploration, excluding paid media plan development and tactical execution.

*Deliverables include, but are not limited to:*

- Strategic Paid Media Framework
- Competitive Landscape and Best Practices
- Primary and Secondary Audience Recommendations
- KPI Definition and Measurement Recommendations
- CRM Integration Recommendations
- Channel and Budget Allocation Guidance
- Social Media and Influencer Engagement Recommendations

*Estimated Duration: 2-3 months*

**IV - Measuring Success & Optimization**

The investment of time, effort and budget VMI makes to its marketing program demands a clear read into the efficacy of each initiative it deploys. THOMPSON will provide VMI with analytic consulting and reporting to establish a consistent, end-to-end approach for evaluating brand, marketing, and recruitment performance across the enrollment lifecycle.

*Deliverables include, but are not limited to:*

- Measurement Framework
- Quarterly Performance Reporting
- Annual Summary Report

*Estimated Duration: 12 months*



## 2. Company Experience and Qualifications

### A Team VMI Can Trust

The risks to strategic implementation in today’s educational market are varied and unpredictable. In this high-stakes environment, traditional outreach is no longer sufficient. Planners today require innovative, data-driven solutions to navigate a shrinking applicant pool and a crowded competitive field.

For a prestigious Institute like VMI, the mandate is clear: inspire elite youth toward a path of rigorous academic excellence and selfless service in the military or government, providing students with foundational leadership qualities built on bedrock principles like honor. THOMPSON is committed to an unrivaled partnership with VMI, building and deploying the strategic framework necessary to ensure continued institutional success.

### Unmatched Experience: A Legacy of Strategic Success

THOMPSON is a mission-focused, data-driven partner uniquely qualified to solve VMI’s most complex brand-related challenges. We deliver high-precision marketing solutions designed to increase emotional resonance with key influencers and inspire the next generation of Citizen-Soldiers to answer the call.

Our proposal provides comprehensive evidence of our capabilities, but our true strength lies in our leadership’s commitment to mission accomplishment. We ensure continuity of operations, enabling VMI to achieve its objectives from Day 1. With nearly 80 consecutive years of experience supporting the United States Marine Corps with their recruitment advertising and brand management, as well as recent agency support of various institutions of higher education within our network, our team possesses a visceral understanding of military culture, as well as the standards and high-stakes environment of officer-producing institutions in today’s marketing landscape. Like the Marine Corps and the VMI Corps of Cadets, our organization is defined by cohesion, discipline, and a shared commitment to excellence.

### Unparalleled Expertise

<p><b>The Power of the WPP Network</b></p>	<p>THOMPSON will provide VMI with a unique strategic advantage: the personalized focus of a dedicated partner backed by the world’s largest network of communications experts. Drawing on the expansive resources of our parent company, WPP, and our network partner, VML, THOMPSON leads a "deep bench" of innovation specialists. We navigate the complexities of the modern marketing landscape to ensure VMI’s brand remains resilient and its recruitment pipeline remains secure.</p>
<p><b>Global Reach, Local Impact</b></p>	<p>As the world’s premier communications agency, VML will provide VMI with access to over 20,000 specialists across 64 global markets.</p>

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RFP: V211-26-049

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	<p>This scale enables us to deploy a full spectrum of capabilities—from data analytics and content production to social media and influencer strategy. Furthermore, our strategic partnerships with technology leaders like Adobe, Amazon, Microsoft, and Meta provide VMI with priority access to the tools necessary to increase brand equity and institutional value.</p>
<p><b>Unmatched Media Intelligence</b></p>	<p>Through WPP Media—the world’s leading media investment firm—we leverage more than \$63 billion in annual media billings. Our 20-year partnership with WPP Media’s Mindshare on the Marine Corps account ensures that VMI’s media consultation will be handled by the top-ranked agency in the world. The level of investment power of WPP Media will help to ensure that VMI’s message reaches the right "influencers" with maximum efficiency.</p>
<p><b>Military &amp; Higher Ed Expertise</b></p>	<p>Between THOMPSON’s nearly 80-year history with the USMC and VML’s partnership with the US Navy supporting its recruiting mission, our combined organization proudly supports and uniquely understands our nation’s finest military organizations. Similarly, several key personnel who will support this business, as well as our larger network agency, have experience with academic institutions in providing strategic consultation and brand support. Examples of these institutions include but are not limited to: Texas A&amp;M, the University of Florida, Arizona State University, and Syracuse University. This places us in the enviable position to harness experience and expertise in the two critical areas most germane to VMI as an institute of higher education.</p>
<p><b>The AI Front Line</b></p>	<p>WPP’s commitment to the future is defined by prudent investment in Artificial Intelligence and data integration. From building generative AI content engines with NVIDIA to acquiring enterprise AI leaders like Satalia, we unlock transformative solutions. At THOMPSON, we combine this cutting-edge technology with human expertise to solve VMI's most difficult recruitment challenges.</p>

**Unwavering Commitment**

It’s our distinct honor and privilege to partner with VMI, and THOMPSON is ready for the opportunity to support VMI’s marketing program. THOMPSON operates under the simple premise that the Marines have taught us: the ability to serve is “earned, never given.” That motto reverberates in each of us, and we look forward to answering the call as a trusted partner for the Institute.

THOMPSON is purpose-built to support this account and deliberately organized to execute our proposed strategic recommendations.

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RFP: V211-26-049

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We begin by (1) *Installing Qualified Leaders*. Each individual in these positions can be considered key personnel who will lead Capability Teams, inspiring them with knowledge, vision, and the personal commitment to lead by example. These roles will provide VMI with the tenured, steady hand of expertise from THOMPSON staff across all capabilities required for any project.

Among this group of leaders is VMI's "Program Manager" from THOMPSON's Client Engagement Capability. This individual will be responsible for (2) *Tightly Aligning on Requirements* with VMI personnel at all levels. Following VMI's measurement and reporting parameters around its Key Performance Indicators, THOMPSON will validate the scope of work, timelines, deliverables, and performance metrics throughout all awarded projects. This person will directly engage VMI's established contract leadership to facilitate their project requirements to the THOMPSON team, managing overall program success for VMI. The Program Manager will identify project-specific Client Engagement leads to match expertise to daily tasks and will lead contractual compliance and management with the Government Contract Management Director.

Depending on the project type, the Program Manager may activate additional Client Engagement personnel that will be clearly mapped to VMI Staff to (3) *Ensure Effective Communications* will be conducted with the right starting point at THOMPSON. As clients, you will be able to easily connect to, direct, and consult with these individuals to ensure the institute's business priorities are confirmed. THOMPSON will also proactively engage clients with informative context and updates through submission of regular progress updates, performance reports, and project briefings.

From there, THOMPSON's Client Engagement partners in Delivery will (4) *Plan and Execute with Precision*. They will operate using the Scaled Agile Framework (SAFe) management system to develop timely project plans, mitigate risks, and address any issues transparently and promptly. They will initiate workflow designed to foster collaboration among the right mix of resources and personnel from across our marketing capabilities, resulting in initiatives that sharply align to our proposed strategies. As not all initiatives require the same mix of labor, the scope of each determines which capabilities are leveraged and to what degree.

Only THOMPSON has the right combination of known, experienced leadership, creatively driven marketing capabilities teams, and well-defined resourcing practices to ensure VMI will be provided with qualified personnel throughout the duration of this contract. Our blend of these elements will furnish the Institute with an established team dedicated to supporting its mission, ready and experienced to work at speed and scale on Day 1 of your contract.

THOMPSON's personnel approach prioritizes effective leadership and close collaboration with VMI, ensuring alignment on priorities and efficient execution of the program.

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RFP: V211-26-049

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Sean McNeeley , a seasoned professional with over 28 years of experience, will lead the team, serving as the dedicated Program Manager for the VMI account. His extensive experience includes over 18 years supporting the US Marine Corps' Advertising Program and direct engagement with top USMC leadership. He will ensure seamless communication between THOMPSON and VMI at all levels, translating guidance and priorities into actionable plans for the THOMPSON team.

Supporting Mr. McNeeley will be a team of experienced leaders overseeing critical Capabilities and Foundational Support functions. These individuals possess deep expertise in marketing best practices and a proven track record of success supporting the USMC mission. They are strategically minded, tactically proficient, and committed to delivering innovative work that meets the VMI's high standards. THOMPSON's Capability leaders on the VMI account average over 20 years of industry experience.

THOMPSON's leadership team is deeply invested in understanding the Institute's culture and values to foster a strong sense of partnership and shared commitment to mission success.

Our leadership has been trusted over the years to not only deliver innovative work, but to support our clients in presenting strategies, concepts, and programs to the highest levels of leadership. We maintain third-party credibility through the clear expression of our subject matter expertise.

### 3. Key Personnel and Conflict of Interest Disclosure

Every member of the THOMPSON team performs their job function within a professional Capability that fosters growth and mastery of specified skills. THOMPSON's key personnel supporting VMI will be:

Capability	Leader / Experience	Overview of Responsibilities
<b>Client Engagement</b>	Sean McNeeley Industry: 28 years	Senior liaison with clients to confirm and align VMI priorities with agency team. Will manage day-to-day CE leads assigned to specific projects VMI contracts.
<b>Brand Strategy</b>	Carla Molette-Ogden, PhD Industry: 26 years Higher Ed: 9 years	Digests a wide range of information sources, including managing primary research and reviewing secondary research, to analyze and assess the Institute's needs. Synthesizes learnings to craft strategic frameworks, such as brand positioning, that guide how the brand presents itself in the market.
<b>Experience</b>	Holly Hefner Industry: 18 years Higher Ed: 1 year	Combines a data-driven understanding of audience journeys with a deep knowledge of evolving media and product tools and solutions; Develops an ongoing and holistic evaluation of touchpoints and technology that ensure meaningful and enduring experiences throughout the marketing ecosystem.
<b>Creative</b>	Alan Whitley Industry: 28 years	Crafts powerful creative expressions to bring strategic solutions to life; creates immersive storytelling and inspiring narratives of cause, prestige, and belonging that command attention, compel engagement, and drive action.
<b>Media</b>	Adam Griffith Industry: 23 years	Plans, negotiates, places, and monitors media schedules to ensure work reaches audiences.

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Capability	Leader / Experience	Overview of Responsibilities
<b>Analytics</b>	Delly Cadena Industry: 23 years	Responsible for designing and managing the data frameworks necessary to track contract performance, ensuring all reporting aligns with technical specifications and compliance standards. Translates complex datasets into actionable insights, providing the strategic oversight needed to optimize resource allocation and meet project-specific milestones.
<b>Delivery</b>	Keith Newberry Industry: 25 years	Partners with Client Engagement lead; assesses viability of work to meet budget and timing requirements; identifying both project and resourcing strategies, including opportunities and risks; supports development of solutions within SAFe.
<b>Government Contract Management</b>	Amar Medatia Industry: 16 years	Oversees and manages government contracts, including compliance to meet requirements, implementation of processes, auditing of procedures, timely delivery of monthly/quarterly metrics and reports.

To the best of our knowledge, THOMPSON does not have any potential conflicts of interest with the Virginia Military Institute (VMI), its Board of Visitors, officers, employees, or contracted vendors. Furthermore, there are no conflicts with VMI auxiliary agencies, subsidiaries, or affiliates. (See Attachment B – *Conflict of Interest Statement*)

#### 4. Offeror Data Sheet

See Attachment C – *Offeror Data Sheet* included as part of the submitted addenda.

#### 5. Small Business Subcontracting Plan

##### Commitment to SBSD Subcontracting Goals

THOMPSON is fully committed to meeting the Commonwealth of Virginia’s Small Business Subcontracting goals. Our strategy is built on a proactive partnership with the Department of Small Business and Supplier Diversity (SBSD) to identify and integrate certified small businesses—including women-owned (WOSB) and minority-owned (MOSB) enterprises—into our operational framework. While the current absence of a defined scope of work precludes the immediate selection of specific partners, our mobilization plan is ready for immediate deployment. Upon issuance of a specific task order, we will conduct a rigorous "Capabilities Gap Analysis" to match project requirements with high-performing SBSD-certified vendors. This ensures that our commitment to diversity is not merely a percentage on a ledger, but a strategic integration of best-in-class Virginia small businesses that enhance the mission-readiness of the VMI account. Currently, in support of the United States Marine Corps, THOMPSON maintains active, working relationships with upwards of 200 vendors/subcontractors and consistently exceeds our federal contract goal of 26%.

Attachment E – *SWaM Plan* included as part of the submitted addenda.



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## 6. Sales to VASCUPP Member Institutions

THOMPSON has \$0 in sales to VASCUPP Member Institutions during the past twelve months.

## 7. Proposed Cost

Please see Attachment titled *THOMPSON Pricing Schedule*.



## **Sean McNeeley**

Executive Director – Account Management

### **Role/Current Job Description**

In the role of Executive Director on one of THOMPSON's largest and longest-standing accounts, Sean leads a team that delivers integrated marketing solutions to benefit the recruitment efforts of the United States Marine Corps. Since 2012, he has been responsible for managing the day-to-day operations of the business and the development of solutions for MCRC's marketing program.



Sean coordinates Marine Corps partners and projects across the THOMPSON network, helping to bring best-in-class capabilities in strategy, creative, technology, data and analytics to bear for the Marine Corps' core marketing programs of Awareness, Lead Generation and Recruiter Support.

### **Years in Advertising/Marketing**

- 28 years in the industry
- 27 years with THOMPSON (including time with J. Walter Thompson)
- 18 years on the USMC account, 13.5 years in current role

### **Experience**

- Sean currently leads the THOMPSON team supporting the Department of War's rebranding efforts, the first assignment their newly created Marketing department initiated in 2026.
- Sean guided the THOMPSON team contracted by the Marine Corps Heritage Foundation to develop a campaign celebrating the 250<sup>th</sup> USMC Birthday, from planning to development to execution between 2023-2025.
- Sean was recognized as a Wall of Honor member in the fall of 2019 by FourBlock for his support of their Veteran Career Readiness Program.
- Prior to his appointment on the Marine Corps account at J. Walter Thompson Atlanta, Sean was the Regional Management Supervisor of the Ford Division/Ford Dealer Advertising Funds (FDAFs) in Atlanta and Orlando, responsible for development, management and oversight of marketing programs on behalf of Ford Division's regional representation and local Ford Dealer advertising groups. Communications were focused to maintain brand integrity and generate retail awareness/action in specific markets throughout the Southeast.

### **Education**

- Bachelor of Science in Advertising, University of Florida College of Journalism and Communications, Gainesville, FL

## **Carla Molette-Ogden, PhD**

Brand Strategy – Team Lead



### **Role/Current Job Description**

Carla leads the team responsible for articulating the strategic tenets and philosophies of the Marine Corps brand and translating research into insights to drive understanding of the Marine Corps brand, its audiences, its competitors, as well as the relevant socio-political dynamics. Carla's team leverages this understanding to develop strategy and messaging for brand ideas. Her team partners with the creative and experience teams as they bring these brand ideas to life, which in turn serve as the foundation for the entire marketing ecosystem.

### **Years in Advertising/Marketing**

- 26 years in the industry
- 9 years in higher education
- 11 years with THOMPSON (including time with J. Walter Thompson)
- 8 years on the USMC account, 4 years in current role

### **Experience**

- Carla currently leads THOMPSON's strategy and research efforts supporting the Department of War's rebranding led by their newly instituted Strategic Marketing department.
- She led the overall strategy development for the Marine Corps Heritage Foundation's campaign to celebrate the 250<sup>th</sup> Marine Corps Birthday (2023-2025).
- She has worked as a strategist on a wide variety of brands (e.g., CDW, The Coca-Cola Company, Daimler Trucks NA, FEMA National Flood Insurance, KeyBank, National Kidney Foundation, Red Lobster, Rheem Manufacturing, University of Texas at Arlington) at advertising, digital, and design agencies in Atlanta, Charlotte, and Dallas.
- Carla began her advertising career at J. Walter Thompson in 2000. Her very first contributions as a Senior Strategic Planner were for the Marine Corps brand strategy and a strategic assignment for the Joint Recruiting Advertising Program under the tutelage of the late Randy Shepard.
- Prior to her move into the advertising world, Carla was a political science professor, active in the discipline as a researcher and teacher (American politics, judicial politics). She also was a frequent participant and contributor to teaching and learning conferences.
- Carla's eclectic background gives her a unique perspective and expert toolbox to craft research-informed and insight-driven messaging and strategy. Carla approaches every challenge with the mindset of a problem solving ninja – tackling and solving problems, from the mundane to the super complex, with joy, curiosity, and rigor.

### **Education**

- Ph.D. in Political Science, Washington University in St. Louis
- B.A. in Spanish Language and Literature, Spelman College

## **Holly Hefner**

Experience Strategy Director

### **Role/Current Job Description**

Holly leads experience strategy for high profile clients, driving strategic work and smartly connecting brand storytelling to the tools and media needed to reach, engage, and activate target audiences. Holly drives lead generation through channel optimization supporting a full-funnel strategy. Holly has mentored, managed, and grew a team of content and experience strategists to develop compelling creative and tactical briefs grounded in audience insights. Holly has presented strategies and recommendations to C-suite level clients and has represented the agency and clients at industry conferences as a subject matter expert on panels and roundtables.



### **Years in Advertising/Marketing**

- 18 years in the industry
- 13 years with THOMPSON (including time with J. Walter Thompson)
- 13 years on the USMC account, 4 years in current role

### **Experience**

- Co-lead the growth of the communications planning practice at THOMPSON.
- Developed measurable and objective-driven campaign- and program-level communications plans for clients including the U.S. Marine Corps Recruiting Command
- Synthesized audience research and developed audience journeys
- Supported paid media planning through rotation and channel recommendations
- Lead channel strategy development and social media guides for B2B and B2C clients
- Supported cross-team collaboration with media partners and creative team
- Lead content strategy development and implementation for the U.S. Marine Corps Recruiting Command
- Lead, managed, and optimized paid and organic search for Marines.com
- Conducted and analyzed content audit for Marines.com and MCRC YouTube, resulting in an updated strategy to best guide prospect audiences along the Enlistment Behavior Model
- Produced after-action reports measuring the effectiveness and efficiency of launches, events and other content tentpoles
- Conducted monthly content calls with Marine Corps Public Affairs Officers stationed globally in order to align on opportunities for Recruiting Command

## **Alan Whitley**

Group Creative Director

### **Role/Current Job Description**

Alan Whitley is THOMPSON's Group Creative Director for the Marines brand. Alan has worked with the Marines for a total of 14 years, and he and his teams have been responsible for some of the most recognizable work in the history of this most iconic of American brands. Alan and his teams have created notable Marines campaigns including America's Marines, Battle to Belong and Full Circle. And most recently, the team created the new Marines recruitment campaign, Shifting Threats.



### **Years in Advertising/Marketing**

- 28 years in the industry
- 14 years with THOMPSON (including time with J. Walter Thompson)
- 6 years in current role

### **Experience**

- Alan's experience also features work with Shell Oil, HGTV, with Mello Yello and with IHG® hotel brands, including IHG® Rewards Club, Crowne Plaza®, Holiday Inn®, Holiday Inn Express® and Intercontinental® hotels. His work has been commercially successful and has been honored by One Show, Communication Arts, Graphis, Tellies, National Addys, The Effies and others.
- Alan's strength is creating strongly integrated communication for brands, leading creative teams to seamlessly connect opportunities for connection that range from brand advertising to digital and social content. He believes the conversation around any interesting brand is ongoing and that the brand has the opportunity to be a part of all of it.
- When he's not working as a Creative Director, Alan works in his home voice and music studio or with partners to transform a long-held family farm into a future event and retreat experience.

### **Education**

- Bachelor of Arts from Jacksonville State University

## **Adam Griffith**

Director, Strategic Planning, Paid Media

### **Role/Current Job Description**

Adam began working at Mindshare Atlanta in January 2018 and is part of the office leadership team. He brings 20+ years of experience leading blue-chip accounts and large teams at top-tier media agencies. As Director of Strategic Planning, Adam is the day-to-day client lead and ensures the successful operation of multiple paid media support teams: Planning, Investment, Analytics, among others.



### **Years in Advertising/Marketing**

- 23 years in the industry
- 8 years with USMC at Mindshare Atlanta

### **Experience**

- Prior to Mindshare Adam spent nine years at Carat, Atlanta, leading media planning and investments for several casual dining restaurants: Outback Steakhouse, Carrabba's Italian Grill, and LongHorn Steakhouse. In 2017 he was nominated for Media Planner of the Year by the Atlanta Broadcast Advertising Club's (ABAC) annual awards banquet committee.
- Adam joined Carat after nearly 3 years at Initiative Media, Atlanta, where he worked on The Home Depot business, managing their nearly \$300MM TV investments as well as digital and print buys for their in-house brands of tools, ceiling fans, and patio furniture.
- Prior to Initiative Media Adam started his career at Mindshare, New York, working on the IBM and HSBC Bank media planning teams.

### **Education**

- Bachelor of Business Administration, Marketing, Kutztown University of Pennsylvania

## **Delly Cadena**

Analytics Director

### **Role/Current Job Description**

In the role of Analytics Director, Delly is responsible for maintaining the operational framework that enables the Analytics team to deliver consistent, data driven insights. She drives cross-functional collaboration across strategy, media, creative, and client stakeholders to align on objectives and apply the most effective analytics tools and methodologies.

Delly leads key deliverables, including the Annual Look-Back Analysis, Lead Generation Optimization Model (LGOM), and paid media impact analyses, translating complex data into actionable insights that inform decision-making and guide investment strategies.

She also oversees the evolution of measurement frameworks, advancing capabilities in attribution, forecasting, and performance diagnostics to embed analytics as a central driver of business outcomes.



### **Years in Advertising/Marketing**

- 23 years in the industry
- 20 years with THOMPSON (including time with RMG Connect and J. Walter Thompson)
- 15 years on the USMC account, 14 years in current role

### **Experience**

- In addition to her Analytics role, Delly served as Project Manager on the Marine Corps account for two years, where she was responsible for overseeing timelines, coordinating cross-functional teams, managing deliverables, and ensuring alignment across stakeholders. Upon returning to the Analytics team, she applied this experience to enhance operational efficiency, improve workflow processes, and strengthen integration between analytics, media, and client teams.
- Prior to her role on the Marine Corps account at J. Walter Thompson Atlanta, Delly supported the HSBC and FEMA accounts, where she led and supervised efforts related to propensity modeling and media mix modeling. In this capacity, she helped translate advanced analytical outputs into actionable marketing strategies and also oversaw the planning, execution, and performance tracking of direct mail campaigns.
- Delly began her career in advertising at Rapp Collins on the AT&T account, where she supported direct mail and email loyalty initiatives. Her early work focused on campaign execution, audience targeting, and performance measurement, providing a strong foundation in data-driven marketing and customer lifecycle engagement.

### **Education**

- Bachelor of Business Administration in Economics, University of North Texas

## **Keith Newberry**

Program Director – Delivery

### **Role/Current Job Description**

As Program Director at VML, Keith leads integrated advertising and marketing program delivery for the United States Marine Corps – one of the agency’s most significant and long-standing accounts. With over 7 years on this account, Keith drives cross-functional alignment across creative, media, strategy, and production tracks, ensuring seamless execution of mission-critical campaigns that reflect both brand integrity and measurable outcomes.



Leveraging SAFe methodology, Keith leads agile marketing delivery through coordinated program increments, sprint planning, and continuous improvement. He is accountable for program governance, budget management, resource planning, and executive-level communication. His leadership supports a high-performing team culture while translating complex client needs into effective, on-brand, and on-time work.

### **Years in Advertising/Marketing**

- 25 years in the industry
- 13 years with THOMPSON (including time with J. Walter Thompson)
- 8 years on the USMC account, 2 years in current role

### **Experience**

- Keith currently leads the THOMPSON marketing project managers delivering integrated marketing and advertising programs for the United States Marine Corps Recruiting Command (MCRC), overseeing multi-disciplinary workstreams across creative, media, strategy, and production.
- Keith applies SAFe Agile methodology to manage large-scale, fast-paced campaign delivery – coordinating program increments, sprint planning, and continuous improvement across the USMC account team.
- Keith holds a Project Management Professional (PMP) certification from the Project Management Institute (issue March 2012, active through March 2027) and a Certified SAFe 5 Practitioner credential.
- Prior to VML, Keith spent nearly 13 years at BBDO Atlanta, rising to Senior Project Manager and overseeing delivery of integrated advertising programs across a broad portfolio of clients.

## **Amar Medatia**

Government Contracts Director

### **Role/Current Job Description**

As Government Contracts Director at THOMPSON, Amar leads all aspects of the procurement lifecycle for the United States Marine Corps contract – one of the agency’s most significant and long-standing accounts. With over 8 years on this account, Amar conducts trainings and provides direct support to the Account Management team, Legal Counsel, subcontracting administration and negotiations with an array of partners and vendors – over 100 partners across the US support the contract annually.



### **Years in Advertising/Marketing**

- 16 years in the industry
- 8 years with THOMPSON (including time with J. Walter Thompson)
- 8 years on the USMC account, all in current role

### **Experience**

- Amar currently administers the Marine Corps Recruiting Command Contract. This is a 10-year FFP / Cost-Plus hybrid contract with a ceiling over \$1.7B.
- Amar supports Business Development initiatives by seeking and supporting proposal efforts for other Government opportunities for agency partners.
- Amar holds a bachelor’s in business administration from the George Washington University as well as project management certification from Cornell.
- Prior to THOMPSON, Amar spent nearly 4 years in the private and nonprofit sectors. He started his career in the Federal Government working as a Contracts Management professional at various agencies within the Department of Homeland Security, as well as the Department of Commerce – National Oceanic Atmospheric Administration.



**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
TBD per project scope				TBD	TBD
<b>Totals \$</b>				TBD	TBD

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. 100+ Years  
 \_\_\_\_\_ 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
<u>US Marine Corps Recruiting Command</u>	<u>79 years</u>	<u>\$112,000,000/2026</u>
<u>3280 Russell Road, Quantico, VA 22134</u>	_____	_____
<u>THOMPSON POC: Sean McNeeley 404-271-9233</u>	_____	_____
<u>Arizona State University</u>	<u>3 years</u>	<u>\$665,000.00/2025</u>
<u>1151 S Forest Ave Tempe, AZ 85281</u>	_____	_____
<u>VML POC: Vanessa Fuss 312-800-7466</u>	_____	_____
<u>Syracuse University</u>	<u>1 Year</u>	<u>\$175,000/2025</u>
<u>900 South Crouse Ave Syracuse, NY 13244</u>	_____	_____
<u>VML POC: Jenna Rounds 212-210-3695</u>	_____	_____

LOST ACCOUNTS:

Account Name, Address & Phone #	Length of Service	\$ Volume/Year
<u>University of Florida*</u>	<u>1 Year</u>	<u>\$901,000/2024</u>
<u>101 Tigert Hall, P.O. Box 113158 Gainesville, FL 32611</u>	_____	_____
<u>VML POC: Jenna Rounds 212-210-3695</u>	_____	_____
<u>*Project based effort concluded</u>	_____	_____
_____	_____	_____
_____	_____	_____

#Note: The POC information and phone number provided within this attachment is that of VML/THOMPSON key personnel leading the stated projects/efforts. Please reach out so that we may connect you to the correct office or personnel (i.e. finance, program, contracting, etc.)

UNDERSTANDING OF REQUIREMENTS

OFFEROR: Wunderman Thompson LLC (dba THOMPSON)

RFP#: RFP #V211-26-049

Date: 3/19/2026

The following question concerns specifications, Section (number) \_\_\_\_\_

Paragraph \_\_\_\_\_, page \_\_\_\_\_.

THOMPSON understands the requirement and does not have any questions as it relates to the published RFP.

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All responses to questions will be made by Addendum and posted to [www.eVA.virginia.gov](http://www.eVA.virginia.gov)  
Questions not submitted on this form WILL NOT BE ANSWERED.

Questions Submitted by: Ralph Pepino

NAME

THOMPSON

ORGANIZATION

917 374 6028

PHONE

Ralph.Pepino@wundermanthompson.com

EMAIL

E-Mail to: [procurement@vmi.edu](mailto:procurement@vmi.edu)

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: United States Marine Corps - Recruitment Command

ADDRESS: 3280 Russell Road, Quantico, VA 22134-5103

CONTACT  
PERSON/PHONE#: THOMPSON POC: Sean McNeeley 404-271-9233

APPROXIMATE DOLLAR VOLUME PER YEAR: \$112,000,000

PROJECTS/DATES/DESCRIPTION: Advertising Support Services / December 19, 2024 to PRESENT / Full-service advertsinig services in support of the United States Marine Corps recruitment efforts

CLIENT: Arizona State University

ADDRESS: 1151 S Forest Ave Tempe, AZ 85281

CONTACT  
PERSON/PHONE#: VML POC: Vanessa Fuss 312-800-7466

APPROXIMATE DOLLAR VOLUME PER YEAR: \$665,000

PROJECTS/DATES/DESCRIPTION: Brand measurement and advisory for 3 core audiences

CLIENT: Syracuse University

ADDRESS: 900 South Crouse Ave., Syracuse, NY 13244

CONTACT  
PERSON/PHONE#: VML POC: Jenna Rounds 212-210-3695

APPROXIMATE DOLLAR VOLUME PER YEAR: \$175,000

PROJECTS/DATES/DESCRIPTION: Research study to understand interest in various courses

*#Note: The POC information and phone numbers provided within this attachment is that of VML/THOMPSON key personnel leading the stated projects/efforts. Please reach out to the POC stated herein to properly introduce and engage VMI with the most appropriate program representative(s).*

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: Ralph Pepino

ADDRESS: 505 N Angier Ave NE, Floor 5

CITY/STATE: Atlanta, GA

TELEPHONE NUMBER: 917 374 6028

FEDERAL ID NUMBER (FIN): 204031493

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

- SB 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:



Ralph Pepino (Mar 19, 2026 09:27:35 EDT)

SIGNATURE OF OFFEROR

3/19/2026

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**

## ATTACHMENT F

### DATA PROTECTION ADDENDUM

This Data Protection Addendum ("Addendum") is entered into as of 3/19/2026, by and between Wunderman Thompson LLC (dba THOMPSON) ("Selected Firm") and Virginia Military Institute (VMI); (each a "Party" and collectively the "Parties").

WHEREAS, the Parties have entered into one or more agreements or arrangements (collectively, the "Underlying Agreement(s)") under which Selected Firm will create, obtain, transmit, use, maintain, process, or dispose of VMI Data (as defined in the Definitions Section of this Addendum) in order to fulfill its obligations to VMI under the Underlying Agreement(s).

WHEREAS, this Addendum sets forth the terms and conditions pursuant to which VMI Data will be protected by Selected Firm during the term of the Parties Underlying Agreement(s) and after its termination.

#### STANDARD PROVISIONS

##### 1. Definitions

- a. "End User" means an individual authorized by VMI to access and use the Services provided by Selected Firm under this agreement.
- b. "Protected VMI Data" includes all data defined as Highly Sensitive, Sensitive, or Internal Use data that is not intentionally made generally available by VMI on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student, and personnel data.
- c. "Securely Destroy" means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88, REV 1 guidelines relevant to data categorized as high security.
- d. "Security Breach" means the unauthorized access, use or disclosure that compromises or threatens to compromise the confidentiality, integrity, or availability of VMI Data
- e. "Services" means any goods or services acquired by the VMI from Selected Firm.
- f. "VMI Data" includes Protected VMI Data and any other information that is created, possessed or used by VMI or is intentionally made generally available by VMI on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student, and personnel data.
- g. "Audit Trail" means a chronological record that reconstructs and examines the sequence of activities surrounding or leading to a specific operation, procedure, or event in a security- relevant transaction from inception to final result.

##### 2. Rights and License in and to VMI Data

The parties agree that as between them, all rights including all intellectual property rights in and to VMI Data shall remain the exclusive property of VMI, and Selected Firm has a limited, non-exclusive license to

use these data as provided in this agreement solely for the purpose of performing its obligations hereunder. This agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the agreement.

### **3. Data Privacy**

a. Selected Firm will use VMI Data only for the purpose of fulfilling its duties under this agreement and will not share such data with or disclose it to any third party without the prior written consent of VMI, except as required by this agreement or as otherwise required by law.

b. Protected VMI Data will not be stored outside the United States without prior written consent from VMI.

c. Selected Firm will provide access to VMI only to its employees and subcontractors who need to access the data to fulfill Selected Firm obligations under this agreement. Selected Firm will ensure that employees who perform work under this agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this agreement.

d. The following provision applies only if Selected Firm will have access to VMI's education records as defined under the *Family Educational Rights and Privacy Act (FERPA)*: Selected Firm acknowledges that for the purposes of this agreement it will be designated as a "school official" with "legitimate educational interests" in VMI education records, as those terms have been defined under FERPA and its implementing regulations, and Selected Firm agrees to abide by the limitations and requirements imposed on school officials. Selected Firm will use the education records only for the purpose of fulfilling its duties under this agreement for VMI's and its End User's benefit and will not share such data with or disclose it to any third party except as provided for in this agreement, required by law, or authorized in writing by VMI.

### **4. Data Security, Integrity, and Confidentiality**

a. Selected Firm will take reasonable measures, including audit trail, to protect VMI Data to ensure the integrity and availability of VMI Data against deterioration or degradation of data quality and authenticity. Selected Firm will be responsible during the terms of this agreement, unless otherwise specified elsewhere in this agreement, for converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.

b. Selected Firm will store and process VMI Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, and audit trail, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will ensure the confidentiality, integrity and availability of VMI Data, and be no less protective than those used to secure Selected Firm's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Selected Firm warrants that all electronic VMI Data will be encrypted in transmission (including via web interface) in accordance with latest version of Federal Information Processing Standards Publication (FIPS) Publication 140-2 If Selected Firm stores, transmits, or processes Protected VMI Data as part of this agreement, Selected Firm warrants that the information will be stored in accordance with latest version of National Institute of Standards and Technology Special Publication 800-171 or the International Organization for Standardization and the International Electrotechnical Commission 27002 (ISO/IEC 27002).

c. Selected Firm will use reasonable, appropriate industry-standard and up-to-date security tools and technologies in providing Services under this agreement.

## **5. Employee Background Checks and Qualifications**

Selected Firm shall ensure that its employees who will have potential access to VMI Data have passed reasonable and appropriate background screening and possess the qualifications and training to comply with the terms of this agreement.

## **6. Security Breach**

a. Response. Upon becoming aware of a Security Breach, or of circumstances that are reasonably understood to suggest an actual or suspected Security Breach of VMI Data, Selected Firm will immediately notify VMI consistent with applicable state or federal laws, fully investigate the incident, and cooperate fully with the VMI's investigation of and response to the incident. Except as otherwise required by law, Selected Firm will not provide notice of an actual or suspected Security Breach directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from VMI.

b. Liability. If Selected Firm must under this agreement create, obtain, transmit, use, maintain, process, or dispose of Protected VMI Data, the following provisions apply:

1. In addition to any other remedies available to VMI under law or equity, Selected Firm will reimburse VMI in full for all costs incurred by VMI in investigation and remediation of any Security Breach caused by Selected Firm, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Protected VMI Data exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

2. In addition to any other insurance coverage required by another contract/agreement with VMI, Selected Firm will, for the duration of the term of the agreement, maintain at least \$1 million Cyber Liability coverage with insurance companies that hold at least an A- financial rating with A.M. Best Company. In no event, should Selected Firm construe these minimum required limits to be their limit of liability to VMI.

3. VMI must be named as an Additional Insured on the Cyber Liability Insurance, and the proper name is "The Commonwealth of Virginia, and Virginia Military Institute, its officers, employees and agents." Upon VMI's request, Selected Firm will provide a Certificate of Insurance (COI).

## **7. Response to Legal Orders, Demands or Requests for Data**

a. Except as otherwise expressly prohibited by law, Selected Firm will:

1. immediately notify VMI of Selected Firm's receipt of any subpoenas, warrants, or other legal orders, demands or requests seeking VMI Data;

2. consult with VMI regarding its response;

3. cooperate with VMI's reasonable requests in connection with efforts by VMI to intervene and quash or modify the legal order, demand or request; and

4. provide VMI with a copy of its response.

b. If VMI receives a subpoena, warrant, or other legal order, demand or request (including request pursuant to the *Virginia Freedom of Information Act*) seeking VMI Data maintained by Selected Firm, VMI will promptly provide a copy to Selected Firm. Selected Firm will promptly supply VMI with copies of data required for VMI to respond in a timely manner and will cooperate with VMI's reasonable requests in connection with its response.

#### **8. Data Transfer Upon Termination or Expiration**

a. Upon termination or expiration of this agreement, Selected Firm will ensure that all VMI Data are securely returned or destroyed as directed by VMI in its sole discretion. Transfer to VMI or a third party designated by VMI shall occur within a reasonable period of time, and without significant interruption in service. Selected Firm shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of VMI or its transferee, and to the extent technologically feasible, that VMI will have reasonable access to VMI Data during the transition.

b. Upon termination or expiration of this agreement, and after any requested transfer of data, Selected Firm must Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which Selected Firm might have transferred VMI data. Selected Firm agrees to provide documentation of data destruction to VMI.

c. Selected Firm will notify VMI of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing VMI access to Selected Firm's facilities to remove and destroy VMI-owned assets and data. Selected Firm shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to VMI. Selected Firm will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to VMI. Selected Firm will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on VMI, all such work to be coordinated and performed in advance of the formal, final transition date.

#### **9. Audits**

a. VMI reserves the right in its sole discretion to perform audits of Selected Firm at VMI's expense to ensure compliance with the terms of this agreement. Selected Firm shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which Selected Firm must create, obtain, transmit, use, maintain, process, or dispose of VMI Data.

b. If Selected Firm must under this agreement create, access, obtain, transmit, use, maintain, process, or dispose of Protected VMI Data or financial or business data which has been identified to Selected Firm as having the potential to affect the accuracy of the VMI's financial statements, Selected Firm will at its expense conduct or have conducted, at least annually,

1. security audit by a third party with audit scope and objectives deemed sufficient by VMI, which attests Selected Firm's security policies, procedures, and controls;

2. vulnerability scan by a third party of Selected Firm's electronic systems and facilities that are used in any way to deliver electronic services under this agreement; and

3. formal penetration test by a third party of Selected Firm's electronic systems and facilities that are used in any way to deliver electronic services under this agreement.

c. Additionally, Selected Firm will provide VMI upon request with the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this agreement. VMI may require, at VMI's expense, Selected Firm to perform additional audits and tests, the results of which will be provided promptly to VMI.

## 10. Compliance

a. Selected Firm will comply with all applicable laws and industry standards in performing services under this agreement. Any Selected Firm personnel visiting VMI's facilities will comply with all applicable VMI policies regarding access to, use of, and conduct within such facilities. VMI will provide copies of such policies to Selected Firm upon request.

b. Selected Firm warrants that the service it will provide to VMI is fully compliant with all state and federal laws, regulations, industry codes, and guidance that may be applicable to the service, which may include:

1. any applicable national, federal, state or local law, rule, directive or regulation relating to the privacy of personal information, including, without limitation, the *Family Educational Rights and Privacy Act, 20 U.S.C. §1232g*, and its implementing regulations ("FERPA"), the *Health Insurance Portability and Accountability Act of 1996* ("HIPAA") and the Privacy and Security Rules issued thereunder, the *Health Information Technology for Economic and Clinical Health Act* (the "HITECH Act"), the *Financial Modernization Act of 1999* ("Gramm-Leach- Bliley Act"), the *Fair Credit Reporting Act* as amended by the *Fair and Accurate Credit Transactions Act*, the *Americans with Disabilities Act*, and the *Virginia Consumer Data Protection Act*;

2. any privacy policy or practice applicable to any personal information that Customer or any User accesses, uses, collects, or maintains hereunder, including, without limitation any practice required in connection with the processing of credit card data, including the Payment Card Industry Data Security Standards (PCI-DSS); and

3. Federal Export Administration Regulations, Federal Acquisitions Regulations, Defense Federal Acquisitions Regulations and Department of Education guidance.

c. If the Payment Card Industry Data Security Standard (PCI-DSS) is applicable to Selected Firm service provided to VMI, Selected Firm agrees to:

1. Store, transmit, and process VMI Data in scope of the PCI DSS in compliance with the PCI DSS; and

2. Attest that any third-party providing services in scope of PCI DSS under this agreement will store, transmit, and process VMI Data in scope of the PCI DSS in compliance with the PCI DSS; and

3. Provide either proof of PCI DSS compliance or a certification (from a recognized third-party security auditing Firm), within 10 business days of the request, verifying Selected Firm and any third

party who stores, transmits, or processes VMI data in scope of PCI DSS as part of the services provided under this agreement maintains ongoing compliance under PCI DSS as it changes over time; and

4. Store, transmit, and process any VMI Data in scope of the PCI DSS in a manner that does not bring VMI's network into PCI DSS scope; and

5. Attest that any third-party providing services in scope of PCI DSS under this agreement will store, transmit, and process VMI Data in scope of the PCI DSS in a manner that does not bring VMI's network into PCI DSS scope.

**11. Survival**

Selected Firm's obligations under Section 8 shall survive termination of this agreement until all VMI Data has been returned or Securely Destroyed.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of the Effective Date stated above herein.

FIRM: \_Wunderman Thompson LLC (dba  
THOMPSON) \_\_\_\_\_

  
\_\_\_\_\_

NAME: \_Ralph Pepino\_\_\_\_\_

TITLE: \_CFO\_\_\_\_\_

DATE: \_3/19/2026\_\_\_\_\_

VIRGINIA MILITARY INSTITUTE  
\_\_\_\_\_

BG Dallas B. Clark  
Deputy Superintendent, Finance and Support

DATE: \_\_\_\_\_

**THOMPSON**  
**RFP: V211-26-049**  
**Price Proposal**  
**Creative & Asset Production (Existing)**

<b>THOMPSON Labor</b>	<b>Hours</b>	<b>Rates</b>		<b>Total</b>
Account	200	\$	182.96	\$ 36,592
Analytics	20	\$	182.96	\$ 3,659
Brand Strategy	200	\$	182.96	\$ 36,592
Creative	400	\$	182.96	\$ 73,184
CX	225	\$	182.96	\$ 41,166
Delivery	120	\$	182.96	\$ 21,955
Production & Studio	500	\$	182.96	\$ 91,480
<b>THOMPSON Sub-Total</b>	<b>1,665</b>			<b>\$ 304,628</b>
ODC				\$ 27,000
<b>THOMPSON Grand Total</b>				<b>\$ 331,628</b>

**THOMPSON**  
**RFP: V211-26-049**  
**Price Proposal**  
**Creative & Asset Production (Shoot + Existing)**

<b>THOMPSON Labor</b>	<b>Hours</b>	<b>Rates</b>	<b>Total</b>
Account	225	\$ 182.96	\$ 41,166
Analytics	20	\$ 182.96	\$ 3,659
Brand Strategy	175	\$ 182.96	\$ 32,018
Creative	600	\$ 182.96	\$ 109,776
CX	200	\$ 182.96	\$ 36,592
Delivery	150	\$ 182.96	\$ 27,444
Production & Studio	1,050	\$ 182.96	\$ 192,108
<b>THOMPSON Sub-Total</b>	<b>2,420</b>	<b>\$</b>	<b>\$ 442,763</b>
ODC		\$	\$ 166,700
<b>THOMPSON Grand Total</b>		<b>\$</b>	<b>\$ 609,463</b>

**THOMPSON**  
**RFP: V211-26-049**  
**Price Proposal**  
**CRM Strategy**

**THOMPSON Labor**

	<b>Hours</b>		<b>Rates</b>		<b>Total</b>
Account	125	\$	182.96	\$	22,870
Brand Strategy	250	\$	182.96	\$	45,740
CX	225	\$	182.96	\$	41,166
Delivery	25	\$	182.96	\$	4,574
<b>THOMPSON Sub-Total</b>	<b>625</b>			<b>\$</b>	<b>114,350</b>
ODC				\$	-
<b>THOMPSON Grand Total</b>				<b>\$</b>	<b>114,350</b>

**THOMPSON**  
**RFP: V211-26-049**  
**Price Proposal**  
**Measurement & Reporting Framework**

<b>THOMPSON Labor</b>	<b>Hours</b>	<b>Rates</b>		<b>Total</b>
Account	125	\$	182.96	\$ 22,870
Analytics	150	\$	182.96	\$ 27,444
Brand Strategy	75	\$	182.96	\$ 13,722
CX	50	\$	182.96	\$ 9,148
Delivery	20	\$	182.96	\$ 3,659
<b>THOMPSON Sub-Total</b>	<b>420</b>		<b>\$</b>	<b>\$ 76,843</b>
ODC			\$	-
<b>THOMPSON Grand Total</b>			<b>\$</b>	<b>\$ 76,843</b>

**THOMPSON**  
**RFP: V211-26-049**  
**Price Proposal**  
**Paid Media Consultation**

**THOMPSON Labor**

	<b>Hours</b>	<b>Rates</b>		<b>Total</b>
Account	50	\$	182.96	\$ 9,148
Analytics	5	\$	182.96	\$ 915
Brand Strategy	5	\$	182.96	\$ 915
CX	5	\$	182.96	\$ 915
Delivery	5	\$	182.96	\$ 915
<b>THOMPSON Sub-Total</b>	<b>70</b>		<b>\$</b>	<b>12,807</b>
ODC			\$	25,577
<b>THOMPSON Grand Total</b>			<b>\$</b>	<b>38,384</b>

## 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/offerors) 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/offeror) 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/offeror) 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/offerors) 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


# Thompson Complete Contract May 2026


Final Audit Report

2026-05-15

Created:	2026-05-15
By:	Ralph Pepino (ralph.pepino@vml.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAALbioZnVBi-3KF4wD5r4ynK7zWUqq0aTq

## "Thompson Complete Contract May 2026" History

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# Thompson Complete Contract May 2026

Final Audit Report

2026-05-15

Created:	2026-05-15
By:	Ralph Pepino (ralph.pepino@vml.com)
Status:	Signed
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