



PROCUREMENT SERVICES

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

PROCUREMENT@VMI.EDU

COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

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

This contract entered into this 14th day of May 2026 between Pinkston Group, Inc., FEIN: 54-2041669, hereinafter known as the "Contractor" and the Commonwealth of Virginia, Virginia Military Institute, hereinafter known as "VMI".

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

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

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

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

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

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

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

CONTRACT DOCUMENTS: The contract documents shall consist of:

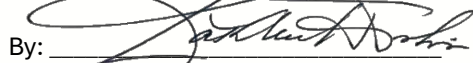
- (1) This signed contract form
- (2) Contractor's Proposal/Bid and any modifications
- (3) General Terms and Conditions

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

CONTRACTOR:

By: Christian Pinkston
Christian Pinkston
For: Pinkston Group, Inc.
Title: Chief Executive Officer

VMI:

By: 
COL Kathleen H. Tomlin, CUPO, VCO, VCCO
For: **Virginia Military Institute**
Title: Director, Procurement Services & Accounts Payable

Pinkston.

Response to RFP #V211-26-049

VIRGINIA MILITARY INSTITUTE **NATIONAL MEDIA RELATIONS SERVICES**

March 19, 2026

Pinkston Group, Inc. d/b/a Pinkston
3110 Fairview Park Drive, Suite 1400
Falls Church, VA 22042
703-969-7975

eVA: SUP248230

Small Business, SWAM: 830201

www.pinkston.co

Trusted By:



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Section 1: Cover Letter

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

Re: Proposal for RFP #V211-26-049 – Public Relations Services

Dear VMI Procurement Team,

Pinkston is pleased to submit our proposal to serve as Virginia Military Institute's partner for public relations services. In the enclosed materials, we outline our capabilities, proven experience with higher-education institutions and military-aligned organizations, and our tailored approach to advancing VMI's storied legacy while strengthening the One VMI vision.

What makes this potential partnership truly special is that VMI doesn't do ordinary and neither does Pinkston. We are guided by principles that align closely with the values at the heart of your institution: People Matter Most, Exceed Expectations, Do Hard Things, Change the World, and Write the Next Chapter.

Headquartered in Virginia, where most of our team calls home, I bring years of active-duty military experience and lead a group of professionals with deep personal and professional ties to the armed forces. We have successfully led communications efforts for higher-education partners and military-connected entities, and we understand how to honor history and tradition while shaping what the future demands.

Though we have not walked the Rat Line, we are genuinely inspired by VMI's mission and excited by the opportunity to partner with you, to write the next chapter and amplify your powerful story of leadership and character on the national stage.

We look forward to the opportunity to partner with Virginia Military Institute and to begin writing the next chapter together.

Respectfully,



Sean McCabe, Partner, Pinkston

Section 2: Company Overview

Founded in 2001 and headquartered in Falls Church, Virginia, Pinkston is an integrated communications firm with a 70-member team of former journalists, strategists, and digital experts. We specialize in public relations, media outreach, thought leadership, crisis communications, digital strategy, and research.

Pinkston proposes as VMI's higher-education-specialized partner, delivering every service required in RFP Section V:

- Strategic counsel and messaging development
- Media relations (local and national)
- Crisis and reputation management
- Content development and thought leadership
- Influencer engagement and social media support
- Measurement and reporting (KPIs)

We elevate VMI's national profile by combining deep communications expertise with higher-education experience and military insight. Our collaborative, metrics-driven approach integrates seamlessly with your team, providing rapid-response support, proactive alumni-focused campaigns, and transparent ROI reporting. We have served universities, the Department of Defense, and military organizations, with a proven understanding of public higher-education governance and the critical role of alumni success.

Pinkston is a capable, compliant partner ready to strengthen VMI's reputation, amplify its leadership story in alignment with your *2024 Strategic Plan* and *alumni mission*, and meet every requirement for sustained excellence. We are confident this partnership will position VMI for continued national prominence.

Section 3: Understanding of VMI's Objectives

VMI's distinctive approach to higher education creates a powerful story that deserves national amplification while requiring vigilant reputation protection in an increasingly complex media environment.

We fully understand the six core attributes requested in Section V:

- **Strategic counsel and messaging development** to ensure every communication reinforces VMI's commitment to honor, diversity and inclusion, brand strength, competing to win, and One VMI unity.
- **Media relations (local and national)** balancing Virginia coverage with national outlets that reach prospective cadets, alumni, donors, and policymakers, while spotlighting graduate achievements.
- **Crisis management and reputation management** with immediate, effective support to protect the Institute's legacy and maintain trust.
- **Content development and thought leadership positioning** VMI faculty, leaders, and alumni as authorities on character-driven leadership, ethics, and higher-education excellence.
- **Influencer engagement and social media support** leveraging VMI's alumni network and military connections to foster authentic engagement and community.
- **Measurement and reporting (KPIs)** delivering transparent, data-driven insights that tie directly to strategic outcomes and alumni impact.

Pinkston has aligned our entire proposal to these needs and to VMI's cooperative-contract structure, ensuring seamless access for other VASCUPP members if desired.

Section 4: Approach and Methodology

Guided by our dedicated Client Lead and senior leadership, Pinkston will employ an iterative approach centered around VMI's goals and mission. This ongoing process consists of three key stages:

Shaping your message.

Properly positioning VMI's brand and messages for key stakeholders is critical. Pinkston's in-depth discovery and messaging process will identify the compelling narratives and strategic messages you want to convey, ensuring that our work across all communications channels resonates with and has an impact on your target audiences, including prospective cadets, alumni, donors, and policymakers. We will apply ongoing research and insights to hone your story for maximum impact.

Building the strategy.

Pinkston will design and implement a unique and truly integrated communications strategy to ensure every element reinforces VMI's mission, the 2024 Strategic Plan, and the One VMI vision. Our strategic thinking goes beyond the initial phase — we are committed to being thoughtful partners alongside you at every step, making adjustments and improvements as necessary to build momentum.

Fostering engagement.

As an integrated strategic communications firm, fostering meaningful engagement with target audiences is our first reflex. Each element of our strategy will be built around honoring VMI's 187-year legacy of character and leadership while advancing diversity and inclusion, brand strength, competing to win, and One VMI unity.

Underlying every phase of this approach is a commitment to delivering the highest quality of work possible. Delivering work that exceeds expectations is how we built our business. We actualize this commitment by weaving quality control throughout everything we do.

Capabilities Overview

Strategic Counsel and Messaging Development

Pinkston offers VMI a fully integrated consultative partnership that brings together all communications disciplines under one roof, from strategy development to tactical execution and outcome measurement. We will serve as trusted advisors at the highest level, helping you navigate complexity and deliver clear, consistent narratives that resonate with both internal and external audiences.

All messaging will be firmly rooted in VMI's core mission and Strategic Plan, yet remain dynamic and iterative so it can adapt quickly to emerging events, national conversations, and shifting stakeholder expectations. Immediately upon award, we will conduct a comprehensive discovery process: a thorough review of all existing communications materials, channels, and platforms, combined with in-depth interviews with key stakeholders across leadership, faculty, admissions, alumni relations, and communications. We will also align every element with VMI's priorities of honor, diversity and inclusion, brand elevation, competing to win, and One VMI.

From these insights, Pinkston will create and maintain a living core messaging guide, a dynamic document updated quarterly or upon major Institute developments. This guide will distill every initiative back to VMI's foundational mission while including refined key messages, proof points, spokesperson matrices, and pre-approved talking points for external and internal communicators.

A core part of our value as a strategic partner is proactively identifying new opportunities. Instead of waiting for direction, our senior leaders continuously scan the environment for emerging communications avenues, innovative tactics, and timely moments to increase awareness and engagement with VMI's mission and alumni success. We actively explore methods for reaching audiences that have not traditionally been central to higher-education communications, ensuring your voice remains relevant, resonant, and ready for whatever comes next.

Media Relations (Local and National) – Proactive and Rapid-Response

Pinkston will function as a true extension of VMI's communications team, executing a sophisticated dual-track media relations program that combines disciplined institutional storytelling with strategic opportunism. This integrated approach will promote VMI's achievements while also consistently positioning the Institute as a national authority.

Track 1: VMI-Specific / Institutional Outreach

We proactively develop and pitch compelling stories that highlight VMI's people, programs, and legacy. Central to this effort is VMI's core belief that the true measure of a college lies in the quality and contributions of its graduates. We will identify and elevate powerful alumni success stories, cadet achievements, faculty research, and signature Institute initiatives. Working closely with your communications team, we craft customized angles, prepare spokespeople, and secure high-quality placements in Virginia media as well as national outlets. All pitches are fully customized, fact-checked, and VMI-approved in advance, ensuring authentic representation of the Institute's legacy of honor and excellence.

Track 2: Opportunistic Outreach

What truly distinguishes Pinkston is our ability to move beyond announcements and insert VMI into national conversations as they unfold. We continuously monitor defense, national security, ethics, leadership, and higher-education news cycles to identify timely opportunities. When headlines emerge around military readiness, ethical decision-making, character-based education, or policy debates, we rapidly develop tailored angles and position VMI's senior leaders, faculty experts, and select cadet ambassadors as authoritative voices.

This proactive strategy, powered by daily trend monitoring, strong journalist relationships, and pre-approved messaging frameworks, consistently generates higher-profile placements, increased share of voice, and stronger positive sentiment. Our track record with comparable institutions demonstrates measurable gains in visibility and national recognition while reinforcing VMI's reputation as the premier state military college for developing leaders of unimpeachable character.

Crisis Management and Reputation Management

A strong crisis management program is essential to protect VMI's reputation while maintaining trust among cadets, families, alumni, donors, policymakers, and the public. Our approach emphasizes proactive preparation, swift and coordinated response, and thoughtful recovery to minimize damage and emerge stronger, all while upholding VMI's core values of honor and integrity.

Preparation begins with the development of tailored crisis-response playbooks customized to VMI-specific scenarios, including cadet incidents (health/safety events, honor code violations, conduct issues), leadership transitions, national security matters, reputational threats, or campus events that attract media attention. These playbooks incorporate pre-approved messaging templates, spokesperson protocols, escalation matrices, and stakeholder communication plans. We conduct risk assessments

and at least one full-scale tabletop exercise annually (plus additional drills upon request) with VMI's communications team, Institute leadership, and relevant stakeholders to test readiness, identify gaps, and build muscle memory for high-pressure situations. This advanced groundwork ensures that when an emergency hits, everyone knows their role and messaging drafts are ready to adapt quickly.

In an active incident, Pinkston activates a dedicated crisis response structure that serves as an immediate extension of VMI's team. We provide rapid assessment of the situation, coordinate internal and external messaging, draft holding statements and on-the-record responses, manage incoming media inquiries, brief spokespeople, and monitor real-time sentiment across traditional and social channels. Our experienced crisis team operates with speed and clarity, helping VMI avoid common pitfalls such as under-reacting or over-reacting, while ensuring consistent, transparent communication that aligns with the One VMI vision. We join emergency operations calls and work hand-in-hand with leadership to keep messaging aligned with operational decisions.

Post-incident, Pinkston delivers a comprehensive after-action review that includes a summary of communications activities, media coverage analysis (volume, tone, key themes), lessons learned, and actionable recommendations for playbook refinements or preventive measures. We also support recovery efforts by developing follow-up messaging to reaffirm VMI's values, highlight corrective actions (if applicable), and rebuild goodwill among key audiences. Our track record demonstrates that this structured three-phase approach of preparation, response, and recovery, consistently limits reputational harm, restores confidence, and positions the Institute for continued positive storytelling.

Content Development and Thought Leadership

Pinkston's approach to content and thought leadership begins with a single question: what is the end goal? We start every project by clarifying exactly how the content will be used, who the audience is, and what the calls to action should be. From there, we shape the work into whatever form will deliver the greatest impact, written, visual, motion, digital, or any combination of the above.

Our closely integrated team of writers, graphic designers, videographers, photographers, and media relations specialists gives us the flexibility to create content that truly fits the moment and the medium. Whether it is a powerful op-ed in a national outlet, a short-form video for Instagram or LinkedIn, an infographic for alumni newsletters, a faculty profile for the website, or a full-length feature video for YouTube, every piece is purpose-built to advance VMI's mission and Strategic Plan.

All content development is grounded in a deliberate lane-definition process for VMI thought leaders. We work with senior leadership, faculty experts, and select cadet ambassadors to define clear areas of expertise, create personalized positioning statements, and maintain a living expert roster. This strategic foundation ensures that every piece of content, from op-eds and bylined articles to alumni profiles, explainer graphics, and short-form videos is rooted in authentic authority and aligned with VMI's core values.

Influencer Engagement and Social Media Support

Pinkston's strategic approach to influencer engagement and social media is purpose-built to amplify VMI's mission, strengthen the One VMI community, and drive measurable progress. We will begin with a comprehensive platform audit and audience analysis, then develop a tailored strategy that includes core content pillars, platform segmentation, a dynamic content calendar with clear KPIs. Every element is designed to integrate seamlessly with media relations, thought leadership, and alumni initiatives so social and influencer efforts reinforce the broader narrative rather than operate in isolation.

To deliver maximum flexibility and impact, we can support VMI's evolving goals in a number of ways:

- **Alumni Ambassador Program** — Identify, train, and activate high-profile alumni as authentic voices on LinkedIn, X, and Instagram, equipping them with messaging frameworks and content toolkits to share their VMI stories and drive engagement.
- **Owned-Channel Amplification** — Produce and schedule a steady cadence of high-quality posts, short-form videos, faculty/cadet profiles, and alumni spotlights across LinkedIn, X, Instagram, YouTube, and Facebook.
- **Real-Time Event & Crisis Amplification** — Provide social media support during key Institute events or crises, including real-time monitoring, and rapid-response content to maintain narrative control.
- **Community Engagement & Moderation** — Monitor conversations, respond thoughtfully to stakeholder inquiries, and foster genuine dialogue that builds loyalty among prospective cadets, families, alumni, and donors.
- **Performance-Driven Optimization** — Track engagement, reach, sentiment, and conversion metrics weekly, with clear recommendations for refining tactics to maximize ROI.

This strategic, integrated program extends VMI's reach, strengthens community bonds, attracts prospective cadets and donors, and builds a lasting digital footprint that authentically reflects the Institute's values.

Measurement, Reporting, and Continuous Improvement (KPIs)

Pinkston has robust capabilities in media analysis and reporting, built through our in-house research team and decades of PR campaign experience. We don't just execute strategies, we measure performance and deliver clear, data-driven insights that help clients quantify impact and make informed decisions.

At the outset of our partnership, we will collaborate with VMI to define a focused set of priority KPIs, our "north star" metrics, that directly reflect the Institute's communications goals, such as elevating national reputation as a leader in character development, increasing visibility among prospective cadets and families, strengthening alumni and donor engagement, or enhancing thought leadership positioning. These north-star KPIs will serve as the primary benchmarks for success and guide all ongoing measurement, optimization, and reporting.

We will also track a set of supporting (secondary) factors that influence progress toward those priorities, including media placement volume and quality, sentiment analysis and message pull-through, social and digital engagement metrics, and behavioral indicators such as website traffic spikes or admissions inquiry increases tied to campaigns. These granular insights allow real-time adjustments to strategy, messaging, or tactics.

Using professional media monitoring services and social listening tools, we produce concise visual reports, rapid snapshots during crises and comprehensive quarterly summaries. We go beyond numbers: our team interprets trends and provides specific recommendations for optimization. After each major initiative we hold a debrief meeting to review successes, challenges, and actionable next steps. This rigorous, transparent process ensures VMI can clearly demonstrate results and justify the investment in communications.

Section 5: Project Team and Key Personnel

Pinkston will assign a dedicated, highly experienced team to the VMI account. We understand that VMI may require rapid support on high-stakes issues, so our team is structured to provide both strategic counsel from senior leaders and robust day-to-day support. Below we outline the key roles and their relevant experience:

Key Personnel:

- **Sean McCabe, Partner** – U.S. Navy veteran , Partner, Strategic Advisor
- **Nicole Tidei**, Vice President, Senior Strategist and Client Lead
- **Nathan Burchfiel**, Senior Vice President, Crisis Communications Lead
- **Olivia Braley**, Editorial Director, Content Development and Thought Leadership
- **Additional support:** Research & Analytics Director, Content Strategists, and Digital Specialists as needed.

Team Coordination: The Pinkston VMI team will operate under the leadership of the Senior Strategist. We plan to conduct regular team strategy meetings (with VMI’s input) and will be available on short notice. Notably, Pinkston is headquartered in Virginia as well as other remote staff spanning time zones. This helps us ensure extended coverage hours. We will align our team’s availability to VMI’s schedule to ensure someone is always available.

Relevant Experience Summary: Collectively, the proposed team has managed communications for more than a dozen universities and public agencies. Pinkston has no conflicts of interest with VMI, its Board of Visitors, officers, employees, contracted vendors, or affiliates (Attachment B).

Resumes of proposed team members are included as an attachment.

Section 6: Relevant Past Performance and Case Studies

Pinkston has a proven track record of delivering high-impact public relations and strategic communications results for leading universities and public institutions. Below are three anonymized or case studies drawn from our higher-education portfolio, each demonstrating capabilities directly relevant to VMI's needs: proactive media relations, thought leadership elevation, crisis/reputation management, and measurable reputation-building outcomes. These examples highlight our ability to work collaboratively with complex academic environments, align communications with institutional missions, and achieve sustained visibility and positive sentiment.

Case Study 1: Major R1 Public University – Reputation Rebuilding in a Politically Turbulent Environment

The Objective

An R1 Texas university, recognized as a leading public research institution, sought to enhance its national reputation and broaden brand awareness. The university's leadership faced the challenge of advancing its profile and research impact through earned media, all while navigating politically turbulent environments both nationwide and in the higher education landscape. The primary goals were:

- To position the university's leadership and research as national exemplars.
- To secure positive media coverage in outlets that reach brand goals without inciting public controversy.
- To reinforce the university's standing as a forward-thinking and research-driven institution.

The Strategy

Pinkston partnered with the university to develop and execute a disciplined, opportunity-driven earned media strategy, tailored for the sensitivities of the current media and political climate. The approach included:

- **Message Discipline:** Pinkston worked closely with the university to identify core narratives that aligned with institutional values and national priorities, ensuring all communications were consistent, compelling, and risk-aware.
- **Proactive Storytelling:** The team prioritized quality over quantity, focusing on signature stories that showcased the university's strengths, thought leadership, and societal contributions.

- Targeted Media Outreach: The strategy emphasized engagement with influential journalists and outlets known for thoughtful coverage.
- Reputation Management: Pinkston continuously monitored the media environment, adapting pitches and messaging to avoid controversial topics and mitigate reputational risk.

The Results

- National Media Placements: The university achieved targeted coverage in identified outlets, including national trades and respected digital publications, highlighting its research departments and academic leadership through storytelling.
- Risk Mitigation: Despite the politically charged environment, the university's stories were received positively, with no significant public backlash or controversy.
- Sustained Momentum: The partnership established a repeatable framework for disciplined, opportunity-driven media engagement, enabling the university to continue building its brand and influence on the national stage in the future.

This case demonstrates Pinkston's expertise in guiding major public institutions through complex media landscapes, delivering measurable results while safeguarding reputation and advancing strategic objectives.

Case Study 2: Leading Private Research University – Comprehensive Reputation Elevation and Rapid-Response Support

The Objective

A private university in Texas embarked on a groundbreaking national research initiative focused on the development of portable nuclear reactors. With ambitions to become a leader in advanced energy solutions, university leadership recognized the significant financial, political, and reputational stakes involved. Their objectives were:

- To secure more than \$150M in public funding from federal and state government sources to accelerate research and development.
- To attract private sector investment and build broad-based support among influencers in the energy and technology industries.
- To proactively address public concerns in a state closely tied to oil and gas, ensuring messaging resonated with both supporters and skeptics of new energy forms.

The Strategy

Pinkston partnered with the university's leadership to devise and execute a targeted communications and media strategy. The plan balanced opportunity-driven storytelling and careful risk management, while maintaining focus on the university's role as a leader in innovative energy research.

- **Message Development and Stakeholder Outreach:** Working closely with university leadership, Pinkston helped shape language tailored to resonate with federal and state officials, regulators, and private investors.
- **Strategic Earned Media Placement:** To position the university at the forefront of national energy dialogue, Pinkston secured a coveted cover story in a major Washington, D.C. publication's Q4 magazine, maximizing exposure with policymakers, federal agencies, and national investors. At the state level, Pinkston facilitated high-profile discussions with Texas's largest magazine, paving the way for in-depth coverage that would reach legislators, industry leaders, and the broader public.
- **Reputation Management and Political Navigation:** Pinkston continuously monitored the rapidly shifting political environment, offering counsel to university leadership on maintaining message discipline and keeping diverse stakeholders engaged throughout the process. The team helped ensure alignment internally, cultivating relationships with those both enthusiastic and cautious about nuclear innovation.

The Results

- **Secured \$150M+ in Public Funding:** Following the placement of carefully crafted media stories and statements, the university successfully garnered major financial commitments from federal and state sources, a key milestone enabling research expansion and technological advancement.
- **Navigated a Complex Political Landscape:** The university maintained support across a politically diverse field of stakeholders, minimizing controversy in a state known for its dependence on traditional energy.
- **National Recognition:** The Q4 cover story in a leading DC publication elevated the university's profile, positioning its research at the heart of the nation's conversations about

energy innovation. Discussions with the state's largest magazine extended influence and public awareness, solidifying the institution's reputation as a forward-thinking leader.

This case highlights Pinkston's expertise in guiding major research initiatives through political, regulatory, and reputational complexity, protecting client credibility in the most challenging environments.

Major Private Research University – Elevation of National and International Reputation in Climate and Environmental Science

A leading private research university in the Southeast sought to strengthen its national and international profile as a foremost authority in environmental science and climate research. Amid growing global focus on urgent issues—such as coral reef decline, ocean warming, marine heatwaves, extreme weather events, sargassum blooms, and broader climate challenges—the institution aimed to:

- Elevate the visibility of its specialized marine and atmospheric research faculty as trusted experts on pressing environmental challenges.
- Position the university as a go-to source for journalists covering breaking news and long-term trends in climate science.
- Support broader institutional goals of attracting top students, faculty talent, and research funding by reinforcing its role as a hub of innovation and thought leadership.

Pinkston partnered with the university to execute a proactive communications and media strategy designed to amplify its expertise and influence. The approach included:

- **Rapid Response Media Engagement:** Leveraging breaking news cycles—such as marine heatwaves, hurricane threats, coral bleaching, and sargassum events—to connect journalists with university scientists, positioning them as essential voices in national and global conversations.
- **Targeted Storytelling:** Showcasing transformative research and discoveries from key departments, ensuring findings reached top-tier national and international outlets.
- **Strategic Positioning:** Consistently reinforcing the university's reputation as a trusted authority on climate and environmental issues, while aligning faculty visibility with institutional objectives to attract students, faculty, and funding.

The Results

Over the course of a year-long campaign, Pinkston secured more than 600 media mentions featuring 23 university professors across a broad range of topics, with nearly half of the coverage highlighting

environmental and climate research. Key high-impact outcomes included features for eight faculty members in stories addressing coral resilience, sargassum impacts, ocean warming, aquaculture advancements, greenhouse gas dynamics, atmospheric rivers, and hurricane-related research. University experts appeared in prominent national and international outlets, including The New York Times, The Washington Post, The Wall Street Journal, CNN International, USA Today, Newsweek, Axios, and FOX Weather.

The sustained visibility significantly strengthened the institution's stature as a global leader in addressing climate challenges, directly supporting goals for student recruitment, research funding, and enhanced thought leadership.

This case demonstrates Pinkston's ability to elevate universities and their researchers onto the national and international stage through disciplined, opportunistic earned-media strategies—capabilities that align closely with VMI's objectives for proactive media relations, thought leadership positioning, and long-term reputation enhancement as a distinctive leader in character-driven education and national security-related fields.

Section 7: Small Business/SWaM Participation Plan

Pinkston Group, Inc. is a DSBSD-certified SWaM small business. We will perform 100% of the scoped work with our in-house team, directly contributing the maximum possible to VMI's small-business participation goals. No subcontracting is required or planned. We will submit all required quarterly utilization reports and comply fully with Attachment E.

Section 8: Pricing and Value

Pinkston proposes the following fully burdened hourly rate card (valid through the initial contract term and all renewals, with 3% annual escalation option only if exercised by mutual agreement). Rates are competitive and include all overhead.

Role	Hourly Rate
Partner	\$475.80
Senior Vice President	\$382.50
Vice President	\$328.50
Account Director/Editorial Director	\$228.00
Senior Account Manager	\$180.50
Senior Digital Strategist	\$161.50
Senior Account Executive	\$137.75
Account Executive	\$118.75
Staff Writer	\$118.75
Account Coordinator	\$95.00

We are also open to task-order fixed-fee pricing or a monthly retainer model for dedicated on-call support if preferred by VMI. All pricing is submitted in accordance with Section XI of the RFP. Travel will be billed only if requested and pre-approved.

Section 9: Compliance Statement and VASCUPP Sales

Pinkston affirms full compliance with every requirement of RFP #V211-26-049, including all General Terms and Conditions and Attachments A–F. We take no exceptions.

VASCUPP Sales (last 12 months):

- VASCUPP member institutions (Christopher Newport University, George Mason University, James Madison University, Longwood University, Norfolk State University, Old Dominion University Radford University, University of Mary Washington, University of Virginia, Virginia Commonwealth University, Virginia State University, Virginia Tech, William & Mary): \$0

Full details are provided in Attachment C: Offeror Data Sheet.

We are ready to execute the contract upon award and to extend services to other VASCUPP members as authorized.

Thank you for considering Pinkston. We look forward to partnering with Virginia Military Institute.

Sean McCabe

Partner, Pinkston



Response to RFP #V211-26-049

BIOGRAPHIES OF KEY PERSONNEL

Nicole Tidei

Vice President, Public Relations

Functional Responsibility: Strategic Communications Client Lead



Experience & Expertise:

- Deep experience managing high-stakes communications, including crisis response, media scrutiny, and complex reputational challenges
- Proven expertise supporting higher education and mission-driven institutions with stakeholder engagement and institutional messaging
- Decade+ experience developing executive thought leadership and managing high-stakes communications across multiple industries

Nicole is a senior communications strategist who provides executive-level counsel on institutional positioning, media strategy, and crisis communications. She has extensive experience helping organizations navigate complex, high-visibility issues while maintaining credibility with key stakeholders, including leadership, faculty, students, alumni, policymakers, and the public.

Her work spans higher ed (to include Harvard University, Baylor University, Arizona State University & Oklahoma State University), technology, and national security, equipping her to operate effectively in highly regulated, mission-driven environments. She has led communications strategies during sensitive situations requiring rapid response, message discipline, and alignment across internal and external audiences.

Nicole has secured placements in top national outlets, including The Wall Street Journal, The New York Times, USA Today, NBC, Fox News, and MSNBC. She is skilled at translating institutional priorities into clear, compelling narratives that resonate across diverse audiences.

As the spouse of an active-duty Navy pilot, Nicole brings a personal understanding of military culture, service, and the communications dynamics unique to military-affiliated institutions. She has further formalized this perspective through completion of the Command Spouse Leadership Course (CSLC), equipping her with insight into leadership structures, communication protocols, and community engagement within military environments.

She holds a Bachelor of Arts in Communication from Loyola University Maryland.

Sean McCabe

Partner

Functional Role: Strategy Advisor

Experience & Expertise:

- More than 30 years of experience helping clients navigate crisis communications as well as managing media inside the beltway in Washington, DC
- A deep understanding of the military and veterans issues as a U.S. Navy veteran and strategic advisor to multiple veteran support organizations.
- Able to support media events small and large - Served as Media Operations Center Director for 80th Anniversary of D-Day in Normandy, France.



Over the course of more than 30 years in public relations, Sean has developed and implemented hundreds of media campaigns for clients spanning across Fortune 100 companies, startups, federal entities and non-profits. He has worked with a wide range of clients across industries, including The Ronald Reagan Presidential Library, the Department of Defense and Hawkeye 360, Epic Systems and Stryker Corporation, and Ford Motor Company and Smith Electric Vehicles.

He is a veteran of two presidential campaigns and two successful Supreme Court nominations and confirmation campaigns, which led to two White House invitations. He also led the media relations efforts for the award-winning Ronald Reagan Centennial Celebration.

Sean previously served as a congressional liaison with the United States Business and Industrial Council. He is a United States Navy veteran and was deployed to Port-au-Prince, Haiti for Operation Uphold Democracy in 1994.

Nathan Burchfiel

Senior Vice President

Functional Responsibility: Crisis Communications Lead

Experience & Expertise:

- 15+ years of higher education crisis leadership, including presidential transitions, misconduct allegations, and multi-campus coordination
- Proven track record helping universities navigate complex crises while maintaining stakeholder trust and institutional reputation
- Trusted advisor to university executives, boards of regents, and legal counsel during high-stakes communications challenges



As Senior Vice President, Nathan leads Pinkston's higher education crisis practice, bringing journalist-trained strategic thinking to university communications challenges. Since 2010, he has guided universities through their most difficult moments, including misconduct investigations, lawsuits, unplanned and unplanned leadership changes, student safety incidents, reductions in force, closure, and policy controversies.

His background as a journalist enables him to anticipate media angles and craft messaging that resonates with diverse university stakeholders, from students and faculty to alumni and state legislators. He holds a bachelor's degree in journalism from the University of Maryland, College Park.

Olivia Braley

Editorial Director

Functional Responsibility: Content Development and Thought Leadership Lead



Experience & Expertise:

- Draws on more than five years of experience guiding editorial strategy and executive thought leadership across a diverse portfolio of mission-driven clients
- Advises senior stakeholders on narrative development and positioning, with a consistent track record of top-tier media placements
- Brings a rigorous, detail-oriented approach to content development, ensuring accuracy, clarity, and strategic alignment across every piece

Olivia Braley is an Editorial Director at Pinkston, where she leads content strategy, thought leadership and editorial quality across more than 30 client accounts spanning higher education, military and veteran advocacy, public affairs, healthcare policy and more. She specializes in translating complex policy, research and institutional priorities into clear, compelling narratives that drive engagement and elevate organizational voice. Olivia oversees the development of op-eds, research-driven content, executive messaging and integrated campaigns, while managing cross-functional teams of writers to ensure consistency, rigor and strategic alignment.

Her work includes supporting national veteran and military-focused organizations such as Mission Roll Call, securing high-impact media placements in outlets including The Washington Post, Military Times, and The Hill, as well as leading editorial strategy for higher education clients including University of Texas at Austin.

Prior to joining Pinkston, Olivia led communications and editorial planning for Touchstones Discussion Project, where she developed content to support dialogue-based learning and civic engagement. Her background in education and mission-driven communications informs a thoughtful, disciplined approach to content development. She holds a Master of Arts in Liberal Arts from St. John's College and dual bachelor's degrees in English Literature and Spanish from University of Maryland, College Park.



**REQUEST FOR PROPOSALS
#V211-26-049**

**PUBLIC RELATIONS SERVICES
20 FEBRUARY 2026**

VIRGINIA ASSOCIATION
OF STATE COLLEGE &
UNIVERSITY PURCHASING
PROFESSIONALS



VASCUPP

Virginia Military Institute

Lexington, Virginia 24450-0304

REQUEST FOR PROPOSALS

RFP# V211-26-049

Issue Date: 20 February 2026

Title: PUBLIC RELATIONS SERVICES

Due Date: **19 March 2026 at 2:00 PM EST**

Commodity Codes: 91503, 91522, 91826

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

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

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

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

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

Name and Address of Firm:

Pinkston Group, Inc.

3110 Fairview Park Drive, Suite 1400

Falls Church, VA Zip Code: **22042**

EVA Vendor ID or DUNS number **SUP248230**

E-mail: **government@pinkston.co**

Date: **March 17, 2026**

By: _____

Name: **Sean McCabe** (Signature In Ink)

Title: **Partner** (Please Print)

Phone: (**703**) **969-7975**

Fax: (_____) _____

Minority Vendor: _____ Woman owned: _____ Small Business SWaM Certification Number: **830201**

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

ATTACHMENT B

CONFLICT OF INTEREST STATEMENT

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

NAME: Pinkston Group, Inc.

ADDRESS: 3110 Fairview Park Drive, Suite 1400

CITY/STATE: Falls Church, VA

TELEPHONE NUMBER: 866-353-2144

FEDERAL ID NUMBER (FIN): 54-2041669

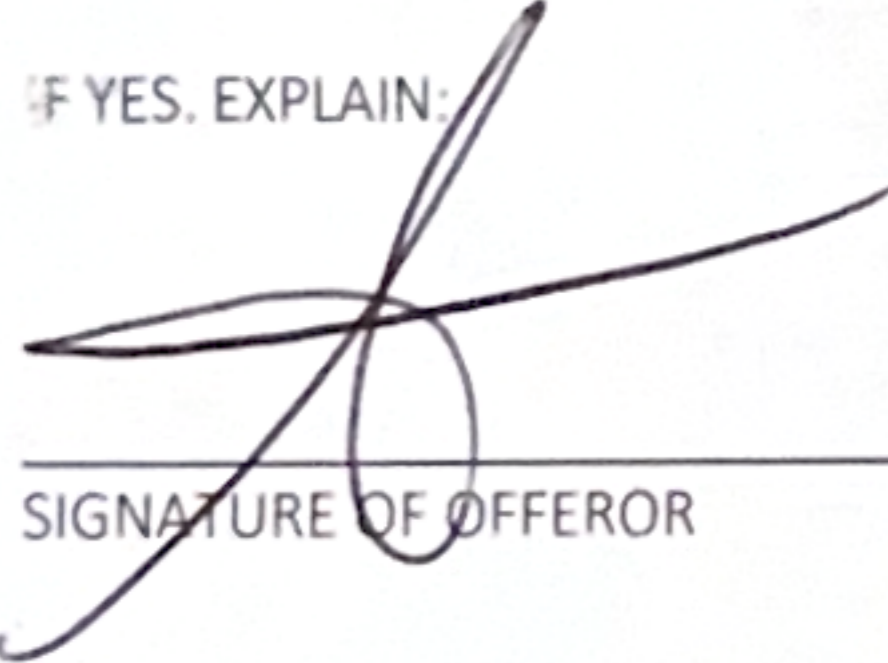
THE ABOVE FIRM IS A: (CHECK, AS APPLICABLE)

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

RELATIONSHIP WITH THE COLLEGE OF VIRGINIA:

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

IF YES, EXPLAIN:



March 15, 2020

SIGNATURE OF OFFEROR

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

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. 25 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
Bread for the World 453 3rd Street SW Suite 1200, Washington, DC 20024 (800) 822-7323	~5 years, ongoing	\$675,000/yr
Mission Roll Call 1190 Interstate Pkwy, Augusta, GA 30909 (706) 414-5483	~5 years, ongoing	\$600,000/yr
Semper FI & America's Fund 715 Broadway Street, Quantico, VA 22134 (760) 519-6984	~5 years, ongoing	\$300,000/yr
CONMED (US Orthopedics) 11311 Concept Blvd, Largo FL 33773 (269) 330-3955	18 months, ongoing	\$525,000/yr
Global Guardian 8280 Greensboro Dr, Suite 750, Mclean, VA 22102 (571) 205-8380	~4 years, ongoing	\$350,000/yr

Lost Accounts

Account Name, Address, Phone #	Length of Service	\$ Volume/Year
Stride 11720 Plaza America Drive, 9th Floor, Reston, VA 20190 (202) 258-3775	~5 years	\$1,400,000/yr
American Battle Monuments Commission 2300 Clarendon Blvd, Ste 500, Arlington VA 22201 (703) 584-1564	12 months	\$800,000/yr
First Lady of Virginia (Suzanne Youngkin) Patrick Henry Building, 1111 East Broad St, Richmond VA 23219 (804) 356-8058	7 months	\$390,000/yr
University of Miami Newman Alumni Center (University Communications) 6200 San Amaro Dr, Ste 400, Coral Gables, FL 33146 (305) 284-3667	17 months	\$385,000/yr

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: **Mission Roll Call**

ADDRESS: **1190 Interstate Pkwy, Augusta, GA 30909**

CONTACT **Ray Whitaker/ (706) 414-5483**
PERSON/PHONE#:

APPROXIMATE DOLLAR VOLUME PER YEAR: **~\$600,000/year**

PROJECTS/DATES/DESCRIPTION: **Integrated Communications Team, 5/2021 - current, support MRC as their agency for all external communications, including media relations, research, content development, thought leadership, measurement and analytics.**

CLIENT: **Semper FI & America's Fund**

ADDRESS: **715 Broadway Street, Quantico, VA 22134**

CONTACT **Sondria Saylor/(760) 519-6984**
PERSON/PHONE#:

APPROXIMATE DOLLAR VOLUME PER YEAR: **~\$300,000/year**

PROJECTS/DATES/DESCRIPTION: **Public Relations team, 10/2020 - Current, serve as the agency of record for Semper Fi & America's Fund and manage all public relations activities including strategy, media relations, thought leadership, content development and crisis management.**

CLIENT: **American Battle Monuments Commission**

ADDRESS: **2300 Clarendon Blvd, Ste 500, Arlington VA 22201**

CONTACT **Ashleigh Byrnes/ (703) 584-1564**
PERSON/PHONE#:

APPROXIMATE DOLLAR VOLUME PER YEAR: **~\$800,000**

PROJECTS/DATES/DESCRIPTION: **80th Anniversary of D-Day, 11/2023 - 9/2024, Supported all communications efforts for the Commission and the Normandy American Cemetery for the 80th Anniv. of D-Day, including media relations, content development, social media, paid media, event support.**

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: University of Miami

ADDRESS: Newman Alumni Center (University Communications)
6200 San Amaro Dr, Ste 400, Coral Gables, FL 33146

CONTACT PERSON/PHONE#: Megan Ondrizek/(305) 284-3667

APPROXIMATE DOLLAR VOLUME PER YEAR: ~\$385,000/yr

PROJECTS/DATES/DESCRIPTION: National Media and Thought Leadership,
3/2023-9/2024, Drove national media campaigns for UM
and UHealth postioning the University and Health
system respectfully.

CLIENT: _____

ADDRESS: _____

CONTACT PERSON/PHONE#: _____

APPROXIMATE DOLLAR VOLUME PER YEAR: _____

PROJECTS/DATES/DESCRIPTION: _____

CLIENT: _____

ADDRESS: _____

CONTACT PERSON/PHONE#: _____

APPROXIMATE DOLLAR VOLUME PER YEAR: _____

PROJECTS/DATES/DESCRIPTION: _____

ATTACHMENT F

DATA PROTECTION ADDENDUM

This Data Protection Addendum ("Addendum") is entered into as of March 15, 2026, by and between Pinkston Group, Inc. ("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:	<u>Pinkston Group, Inc.</u>	<u>VIRGINIA MILITARY INSTITUTE</u>
NAME:	<u>Sean McCabe</u>	<u>BG Dallas B. Clark</u>
TITLE:	<u>Partner</u>	<u>Deputy Superintendent, Finance and Support</u>
DATE:	<u>March 15, 2026</u>	<u>DATE:</u>

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

- A. **PURCHASING MANUAL:** This procurement is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <https://vascupp.org> or a copy can be obtained by calling the Procurement Office at (540) 464-7323.
- B. **APPLICABLE LAWS AND COURTS:** This procurement and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia, § 2.2-4343.1E*).

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 - d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
 - e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected

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

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

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

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

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

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

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

G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

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

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

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

J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The B-3 provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

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

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

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. B-4
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right

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

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offers) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offers) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offers) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.
- S. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offers) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract

and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers’ Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers’ compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer’s Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered Or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations)	<i>Code of Virginia § 8.01-581.15</i> https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

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

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

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for

violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

- W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

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

a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:

(i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.

(ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

b. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

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

- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- Z. **SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY:** This solicitation is set-aside for DSBSD-certified small business participation **only when designated “SET-ASIDE FOR SMALL BUSINESSES” in the solicitation.** DSBSD-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Small Business and Supplier Diversity. DSBSD-certified women- and minority-owned businesses are also considered small businesses when they have received DSBSD small business certification. Small businesses must be certified by DSBSD not later than the solicitation due date.
- AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.
- BB. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- CC. **CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

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

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

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

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

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

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

END GENERAL TERMS & CONDITIONS