



PROCUREMENT SERVICES

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

PROCUREMENT@VMI.EDU

COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

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

This contract entered into this 14th day of May 2026 between JC3 Strategies, LLC, FEIN: 41-4518153, 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: Larry J. Carpenter
LARRY J. CARPENTER
For: JC3 Strategies, LLC
Title: Managing Member

VMI:

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

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.)

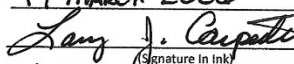
Responses are to be submitted electronically through www.eva.virginia.gov. One redacted copy of the proposal including all attachments in accordance with the *Virginia Freedom of Information Act* is to be delivered to VMI electronically at procurement@vmi.edu.

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:

JC3 Strategies, LLC
5900 Balcones Dr., Suite 29711
Austin, TX Zip Code: 78731
EVA Vendor ID or DUNS number SUP349625
E-mail: joe.carpenter1992@gmail.com

Date: 19 MARCH 2026
By: 
Name: LARRY J. CARPENTER
(Please Print)
Title: MANAGING MEMBER
Phone: 443 603-3522
Fax: ()

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

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.

JC3 STRATEGIES, LLC

Proposal for Public Relations Services

Prepared for: Virginia Military Institute

RFP #V211-26-049

Issue Date: February 20, 2026

Closing Date: March 19, 2026

Submitted By:
JC3 STRATEGIES, LLC
5900 Balcones Drive, Suite 29711
Austin, TX 78731

Unique Entity ID: HJ2TBVKGMUJ8
eVA Vendor ID: SUP349625

JC3 STRATEGIES, LLC

Table of Contents

RFP #V211-26-049

Executive Summary.....	1
Proposal.....	2-10
Statement of Needs, Plan, and Methodology.....	2-8
Strategic counsel and messaging development.....	2-3
Media Relations (local and national).....	3-4
Crisis management and reputation management.....	4-5
Content development and thought leadership.....	5-6
Influencer engagement and social media support.....	6-7
Measurement and reporting (Key Performance Indicators).....	7-8
Expertise & Qualifications.....	8-9
Key Personnel Resume.....	11-13
Small Business and Subcontracting Plan.....	9, 20-21
VASCUPP Member Institution Reporting.....	9
Proposed Cost and Fee Structure/Pricing Methodology.....	9-10
Attachment A – Understanding of Requirements.....	14
Attachment B –Conflict of Interest Statement.....	15
Attachment C –Offeror Data Sheet.....	16
Attachment D –References.....	17-19
Attachment E –SWaM Utilization Plan.....	20-21
Attachment F –Data Protection Addendum.....	22-27

JC3 STRATEGIES, LLC

Executive Summary

The Virginia Military Institute occupies a unique space in the landscape of United States higher education. As the nation navigates intense cultural and political discord, institutions that develop leaders of character, integrity and discipline face unprecedented scrutiny. For VMI, effectively communicating its mission amid legislative and regulatory uncertainties, alumni divides, and national-level debates requires more than a traditional public relations consultancy. It demands a strategic partner who intuitively understands the cadence, unique culture, and storied history of a 186-year-old military academy.

JC3 Strategies, LLC was founded to provide specialized, mission-aligned counsel. As the Managing Member and primary strategist for this engagement, I offer a perspective uniquely forged at the intersection of military operations, public affairs, and higher education leadership.

My professional foundation was built over 20 years in the U.S. Navy. Beginning with seven years as a Surface Warfare Officer, I am grounded in the operational realities that many VMI alumni know well. This was followed by 13 years as a Navy Public Affairs Officer, managing complex communications globally and included service as the director of congressional information and public affairs at the Navy's Office of Legislative Affairs. Transitioning to a civilian career, I have spent the last 13 years in senior communications and marketing leadership roles within public higher education, including within the Commonwealth of Virginia.

Most critically, my tenure serving as the Chief Public Affairs Officer and Chief Communications Officer at the U.S. Naval Academy provides a direct, crisis-tested blueprint for VMI's current landscape. Like VMI, the Naval Academy is a highly regarded institution demanding rigorous academics and character and physical development. During my time on the USNA staff, I navigated the complex realities of an institution evolving its recruitment and retention strategies while addressing the skepticism of internal and external stakeholders, the intense interest of political leaders, and persistent narratives surrounding the institution's standards and culture.

I understand the profound responsibility of preserving a storied heritage while strategically positioning an institution for the future. JC3 Strategies is prepared to deliver effective strategic counsel, media relations, and crisis management tailored to ensure VMI continues its legacy of producing future scholars and leaders of unyielding honor and resilience that the Commonwealth and the nation need.

JC3 STRATEGIES, LLC

RFP #V211-26-049

- I. (V. and VI.B.2.) Statement of Needs, Plan, and Methodology
Plan and methodology for providing the goods/services as described in Section V. State of Needs for this Request for Proposal.

Note: All case studies and past performance are attributed to Joe Carpenter, managing member of JC3 Strategies, LLC.

a. Strategic counsel and messaging development

- i. Plan & Methodology: JC3 Strategies employs a mission-centric methodology to strategic counsel, ensuring that enterprise communications are linked to the institution's mission, vision and strategic plan against regulatory mandates and realities of the stakeholder environment. The planning process begins with a rapid environmental scan and stakeholder prioritization to identify friction points and areas of alignment among internal leadership, students, faculty and staff, alumni, the BOV, and state and federal officials. From this, JC3 Strategies develops core messaging comprised of approved, adaptable narratives. The ongoing execution plan would involve direct, confidential counsel to the Superintendent and executive leadership, ensuring message discipline and strategic foresight ahead of policy changes and rollouts of significant decisions with potential for consequential impact to the mission, vision, values, or core business processes of the Institution.
- ii. Case Studies & Past Performance
 1. Radford University: Advised president and senior leadership team on GR messaging and briefing strategies to seek approval for competency-based education programs. Member of presentation team that briefed and obtained Governor McAuliffe's endorsement. Program was approved by SCHEV. Launched in 2017, Radford University was the first public university in Virginia to offer competency-based education.
 2. Radford University: Assisted in the messaging development and GR strategy to make the case for state support to construct the Center for Adaptive Innovation and Creativity. Executed legislative affairs advocacy plans to secure \$126M in capital funding for, including personal presentation to General Assembly member. RU's largest academic building opened in 2024.

3. Radford University: Developed messaging and stakeholder engagement and proactive media relations strategies that obtained SCHEV and external stakeholder approvals for merger of Jefferson College of Health Sciences with RU in 2019, creating the second largest nursing program in Virginia.
4. Radford University: Developed messaging and media relations strategies and advised BOV and Rector on internal and external stakeholder engagement during presidential search, selection and transition from President Emeritus Penelope Kyle, J.D. to President Brian Hemphill, Ph.D. (2015-2016)

b. Media relations (local and national)

- i. Plan & Methodology: The firm's media relations methodology shifts institutions and organizations from a defensive posture to a proactive command of their narrative. The plan relies on cultivating high-trust relationships with key regional, Commonwealth, national, and political- and higher education-focused journalists. JC3 Strategies implements a dual-track approach: executing rapid, factual responses to inbound inquiries while concurrently driving a proactive pitching strategy that highlights academic rigor, character development, and institutional impact to the Commonwealth and the nation. The methodology includes conducting rigorous media preparation and "murder board" style interview training for designated spokespersons, developing embargoed briefing strategies, and managing the daily rhythm of media monitoring to ensure the institution remains the primary authority on its own story.
- ii. Case Studies & Past Performance
 1. Navy Region Northeast: Served as chief communications officer and spokesperson for 10 U.S. Navy bases & industrial facilities with 30k employees located throughout 6-state region, including 2 naval air bases, 1 nuclear submarine base, 1 nuclear shipyard repair facility. Extensive experience as spokesperson with local media. Result: sustained local support and provided operational support to operational units, Sailors, employees, and families. (2002-2004)
 2. Department of Defense: Served as an official Pentagon spokesperson. Extensive experience with national and international media. Lead DOD spokesperson for Europe, Eurasia, Israel, and Africa. Assistant spokesperson for operations in Iraq, Afghanistan, and Africa. Provided PR counsel & media interview prep to senior DOD executives. Supported daily backgrounders and briefings to Pentagon Press Corps Extensive experience to

manage high-visibility national security narratives. Planned bilateral press conferences with SECDEF and visiting ministers of defense. Led advance and on-site media and itinerary planning for highly visible Secretary of Defense Robert Gates visit to Israel. Result: Provided timely and accurate public information in support of national security policies. (2004-2007)

3. U.S. Naval Academy: Served as chief spokesperson, routinely engaging local DC/Baltimore media, as well as national media. Planned and supported recurring superintendent briefings with local media. Drove efforts to position Naval Academy midshipmen academic, leadership and athletic accomplishments with prospective applicants, USN and USMC stakeholders, federal and state legislators, and alumni. Defended and maintained USN&WR #1 public college and top national high school guidance counselor rankings, contributing to record-setting application and class yield rates (7-8%). (2008-2011)

c. Crisis management and reputation management

- i. Plan & Methodology: Effective crisis management requires anticipation, rapid operational alignment, and an authoritative singular narrative. JC3 Strategies utilizes both a critical-incident and strategic-oriented framework adapted from military, government relations, and higher-education crisis communications and emergency operations, wherein communications are timely and accurate, while assessing and prioritizing downstream effects and anticipating likely branches and sequels. The methodology focuses on conducting rapid threat assessments, establishing centralized communication command, and deploying phased, targeted messaging to internal and external audiences to prevent narrative vacuums. The ongoing plan includes auditing existing crisis playbooks, conducting vulnerability assessments to identify potential reputational risks before they materialize, and executing post-crisis reputation repair campaigns to restore stakeholder confidence and protect long-term brand equity.
- ii. Case Studies & Past Performance
 1. U.S. Naval Academy: Led stakeholder messaging and PR efforts in response to national media reporting of DOD & Navy IG financial audits, internal and external criticism of minority admissions processes, student misconduct, and student honor code administration. Coordinated with legal a substantial FOIA disclosure of honor case adjudications and in-depth interviews regarding the USNA honor system. Maintained highly regarded institutional reputation, generated record-setting applications, and continued philanthropic support to Naval Academy.

2. University of Texas at Arlington: UT Arlington has the largest public undergraduate nursing program in the U.S. and it's the highest revenue program for the university. In response to a highly public audit critical of admissions practices and standards of the RN-to-BSN online program, coordinated with college leadership to develop for them a prioritized and targeted messaging strategy to address accreditors, internal stakeholders, external stakeholders and employers, current students, and prospective students. In addition to concerns about potential impact to student recruiting and employer satisfaction, identified and prioritized the necessity to maintain accreditation. Results: UTA's College of Nursing and Health Innovation realized no impact to student retention, RN-to-BSN class yields, and was able to re-affirm accreditation without conditions.
3. University of Texas at Arlington: Developed successful crisis communications and critical incidents communications response frameworks for the university, including emergency and follow-up messaging. Served as university spokesperson in the 4th largest U.S. regional media market for a wide variety of crises and critical incidents, including: accidental student deaths, fraternity and sorority conduct, academic freedom, on-campus protest activity, alleged employee misconduct and HR issues, COVID-19 response and operations, simultaneous bomb threats, Texas Winter Storm 2021, facility fires, Title IX issues, USSOCOM exercise, and gas well manifold fire. (2018-2026)

d. Content Development and Thought Leadership

- i. Plan & Methodology: To elevate an institution's profile beyond daily news cycles, JC3 Strategies utilizes a thought leadership methodology focused on owning high-value, long-term narratives. The plan involves identifying the institution's premier subject matter experts and unique value propositions to build a sustained content pipeline. Execution includes drafting and placing high-leverage op-eds, developing executive speeches, and guiding the editorial strategy for owned media (e.g., news center/website, press releases and pitches, alumni communication channels, trade/topic-specific publications and channels, and leadership blogs and podcasts). By aligning storytelling with institutional strategic priorities, this methodology moves the organization from being a subject of public debate to an active, respected voice shaping the national conversation on higher education and leadership development.
- ii. Case Studies & Past Performance
 1. University of Texas at Arlington: Developed targeted stakeholder messaging strategies and directed regional public affairs and

media relations with City of Fort Worth, Fort Worth Economic Development Partnership, Parker County EDC, and state/regional government officials to announce development of new \$800M/+10k student campus in west Fort Worth. Incorporated advance presidential op-ed placements and embargoed interviews with the president, mayor of Fort Worth, and regional economic leadership. Result: Community and state and regional government endorsement for this significant investment in the future economic development of a fast-growing region. (2024-2026)

2. University of Texas at Arlington: Led content strategy development for the Magazine of the University of Texas Arlington (general audience and stakeholder magazine) and Inquiry magazine (research enterprise), highlighting student, faculty and university achievements through focused storytelling aligned with institutional strategic priorities. Led to increased alumni engagement in advance of a planned capital campaign. (2018-2026)

e. Influencer engagement and social media support

- i. Plan & Methodology: In the modern digital landscape, high-stakes narrative control requires both sophisticated strategy and sustained digital execution. JC3 Strategies' methodology divides this function to maximize institutional impact while providing a robust, defensible SWaM utilization plan. JC3 Strategies retains direct control over the strategic framework: mapping the digital ecosystem, establishing strict engagement rubrics (dictating when to actively counter misinformation versus when to practice strategic monitoring), and finessing the core rapid-response messaging. To execute sustained social content campaigns and manage the daily rigor of content generation and community engagement, JC3 Strategies would partner with a Virginia-certified SWaM subcontractor. This structure ensures VMI receives strategically focused and crisis-tested narrative oversight, while leveraging a dedicated partner for high-volume social media execution.
- ii. Case Studies & Past Performance
 1. United States Naval Academy: Managed the Naval Academy's strategic response to high-stakes national-level challenges to institutional admissions and diversity standards. Authored the superintendent's definitive rebuttal to neutralize polarizing narratives fueled by well-positioned critics, including syndicated columnist Pat Buchanan, as well as vocal internal faculty opposition. This engagement required sophisticated stakeholder alignment and rapid-response strategies now considered essential for managing modern digital influencers and social media "echo chambers." Result: Maintained highest national reputation,

increased application rates, and sustained philanthropic support to the alumni association and foundation in the quiet phase of a capital campaign. (2008-2011)

2. University of Texas at Arlington: Managed UT Arlington's media and social media response to student protests and counterprotests of the Israel-Hamas war, student encampments, faculty member arrests, allegations of antisemitism, criticism of free expression policies, social media misinformation, and assertions that the institution was not supportive of faculty academic freedom. Results: Maintained operational continuity, academic instruction, degree production, and mission accomplishment during highly volatile circumstances. (2018-2026)

f. Measurement and reporting (Key Performance Indicators)

- i. Plan & Methodology: The foundational philosophy of JC3 Strategies is "driving engagement and communications with purpose." Institutional impact in crisis and reputation management can extend beyond base metrics. Trust, prestige, and cultural alignment are highly nuanced. JC3 Strategies relies on applying an objective framework to assess these subjective issues. We establish baseline metrics tied directly to VMI's operational goals—such as application rates, enrollment yields, alumni engagement, donor support, state and federal legislative posture, and stakeholder sentiment. Our approach is strategically "data-informed." We utilize regular assessment to track message pull-through, share of voice, and engagement trends to provide leadership with empirical context, ensuring that metrics inform executive decision-making rather than dictating it.
- ii. Case Studies & Past Performance
 1. University of Texas at Arlington: Developed an owned and earned media relations strategy to increase the university's profile regionally (4th largest media market in the U.S.) and nationally/internationally. 2025 results: 280+ owned news stories produced: \$280M Advertising Value Equivalence earned media coverage (15.7% annual increase), exceeding benchmark peer >36%.
 2. University of Texas at Arlington: Increased advertising to promote university & generate market share growth. Spearheaded marketing strategies to support business objectives, including recruiting and admissions, increasing advertising impressions by 36% over 3 years to 154M with minimal budget variance. Aligned marketing strategies contributed to freshman class yield +8% in FY23.
 3. University of Texas at Arlington: Developed social media strategy to support admissions marketing & retention goals. Drove 1st year

growth: +17% impressions, +5% engagements, +7% followers. University realized relatively stable domestic and international enrollment during the height of the COVID-19 pandemic and continued year-over-year increases in FTIC yields.

II. (VI.B.3. and VI.B.4.) Expertise, Qualifications and Key Personnel

A written narrative statement to include, but not limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform work.

Joe Carpenter formed JC3 Strategies in 2026 subsequent to a successful career in leading strategic communications and crisis management for higher education institutions and as a public affairs officer (PAO) in the U.S. Navy.

Joe began his Navy career as a surface warfare officer assigned first to a destroyer that deployed overseas and then as admiral's aide to the commander of an aircraft carrier strike group.

Upon selection as a public affairs officer, he experienced a wide range of staff and chief public affairs officer assignments, each entrusted to tell the story of America's military and the selfless service of its all-volunteer servicemembers and dedicated civilian professionals. Assignments ranged from being a Pentagon spokesperson on the Secretary of Defense staff, to the director of congressional information and public affairs at the Navy Office of Legislative Affairs, and later as chief communications officer of the U.S. Naval Academy, the #1 ranked public college in the U.S.

His experiences at the Naval Academy inspired him to pursue communications and marketing in higher education. As the first vice president for university relations at Radford University, he led and launched the university's first comprehensive re-branding and marketing campaign and developed effective messaging strategies to support the rollout and implementation of a number of wide-ranging and innovative initiatives for the university.

Joe was subsequently recruited to be the chief communications officer and senior associate vice president for university advancement at The University of Texas at Arlington, an R-1 research university and the second largest university in the University of Texas System. At UT Arlington, he led successfully led communications and marketing for the university through significant growth in its research portfolio, the turbulence of the COVID-19 pandemic, an extended period of presidential transition, student protests, and wide-ranging uncertainties in federal and state policies.

Throughout his career, Joe has excelled at the intersection of strategy, operations, counsel, crisis and reputation management, and government relations. His goals are to maintain operational continuity and defend hard-earned brand identities and institutional reputations.

Joe earned a B.S. from the U.S. Navy Academy in Annapolis, Maryland and an M.A. from the U.S. Naval War College in Newport, Rhode Island. He is a graduate of the Armed Forces Staff College and Virginia Commonwealth University's Virginia Executive Institute's executive leadership program. Joe has also attended Harvard University Kennedy School of Government's Crisis Leadership in Higher Education executive education program.

Refer to attached resume for additional details.

III. (VI.B.6.) Small Business Subcontracting Plan

JC3 Strategies, LLC is a 100% service-disabled veteran-owned small business (SDVOSB) currently headquartered in Texas. While our current residency precludes state-level certification through the Virginia Department of Small Business and Supplier Diversity (SBSD), the firm is a registered federal small business and is currently in the active validation phase for the SBA's Veteran Small Business Certification (VetCert) program. To support the Commonwealth's aspirational SWaM spend goal, JC3 Strategies has specifically designated high-volume social media execution and digital content production tasks for a Virginia-certified SWaM subcontractor, as detailed in Attachment E.

IV. VASCUPP Member Institution Disclosure

Identify the number and dollar value of sales your company had during the last twelve months with each VASCUPP Member Institution.

JC3 Strategies, LLC was established in February 2026 and has not conducted any work on behalf of any VASCUPP members at the time of this submission.

Refer to Attachment

V. (VI.B.8., X. and XI.) Proposed Cost and Fee Structure/Pricing Methodology

Firm to provide the Fee/Rate Structure and/or Pricing Methodology of Services Offered.

- a. JC3 Strategies, LLC proposes a monthly tiered usage billable hourly rate:
 - i. 1-10 hours per calendar month: \$200/hour
 - ii. Next 11-20 hours per calendar month: \$175/hour
 - iii. Next 21-40 hours per calendar month: \$160/hour
 - iv. Next 41+ hours per calendar month: \$150/hour

- b. **After-Hours & Crisis Contingency Rate: \$300/hour**
High-stakes reputation management and critical incident communications rarely conform to a standard operational schedule. To ensure VMI leadership has immediate, guaranteed access to Principal-level strategic counsel during volatile situations, an after-hours contingency rate applies. This rate is strictly triggered for emergency crisis management, rapid response interventions, or urgent media relations requested and executed outside of standard business hours (8:00 AM – 6:00 PM EST, Monday–Friday) or on recognized federal and state holidays. This structure guarantees that VMI maintains a continuous, authoritative defensive posture when the institution's brand is most vulnerable.

- c. **SWaM Subcontractor Execution Pricing:**
To ensure VMI receives the highest quality digital execution while aggressively supporting the Commonwealth's supplier diversity goals, JC3 Strategies will partner with a Virginia-certified SWaM subcontractor for sustained social media and digital content production. Because digital marketing and asset production costs vary significantly based on campaign scope, frequency, and platform requirements, the specific billing rates for these execution services are not bound to the strategic advisory tiers above. Instead, subcontractor rates will be established through direct negotiation with the selected SWaM vendor at the project or task-order level.

- d. **Travel:**
Project-related travel will be conducted only upon prior approval by the Institute. All associated travel expenses—including mileage, lodging, and meals—will be billed at cost and reimbursed in accordance with the applicable Virginia Military Institute, Commonwealth of Virginia, and/or GSA per diem and travel regulations. This ensures all on-site support remains fiscally aligned with state-level procurement standards.

- e. **Operational Expenses and Monitoring/Analysis Services**
Standard administrative and operational overhead is included within the proposed hourly rates. For advanced media and social media monitoring, sentiment analysis, or digital platform auditing, JC3 Strategies intends to leverage the Institute's existing licenses and monitoring services where feasible. Should specialized external tools, premium reporting services, or additional analytical support be required to fulfill specific project objectives, those costs will be mutually agreed upon in advance and reimbursed by the Institute at cost.

JOE CARPENTER

Colleyville, Texas ▪ (443) 603-3522 ▪ joe.carpenter1992@gmail.com ▪ www.linkedin.com/in/joecarpenter92

CRISIS COMMUNICATIONS & PUBLIC AFFAIRS STRATEGIST

Enterprise Communicator | Tested Spokesperson | Government Relations Strategist | Crisis Communicator

Driving engagement and communications with purpose - positioning for growth and defending against reputational challenges.

High-impact communications and public affairs strategist and execution-focused operator who grows and defends brand reputations in volatile, highly regulated environments. Tested spokesperson for high-visibility organizations with regional, national and international media. Collaborative dot connector who translates complex issues into integrated strategies that support operations and drive business goals. Expert at bridging high-level counsel with operational execution. Crisis-tested leader with a background in global operations and government relations, dedicated to preserving organizational continuity and defending hard-earned brand equity.

SKILLS SUMMARY

Media Relations	Crisis Communications	Government Relations
Spokesperson	Reputation Stewardship	External Engagement
Executive Communications & Counsel	Community Relations	Public Affairs
Team Leadership & Mentoring	Regional Commission Governance	Higher Education Comms Strategy

PROFESSIONAL EXPERIENCE

JC3 Strategies, LLC ▪ Austin, TX

Feb 2026 – Present

JC3 Strategies LLC is a specialized strategic communications and public affairs consultancy providing mission-aligned counsel at the intersection of operations, publicly-scrutinized organizations, higher education, and government affairs.

Managing Member (Feb 2026 – Jan 2026)

The University of Texas at Arlington ▪ Arlington, TX

Aug 2018 – Jan 2026

2nd largest in Univ. of Texas System. Top-tier national research university focusing on materials, civil, electrical, and bioengineering; STEM; and health. 42k students, 5k employees, 280k alumni. \$154M in research, \$876M annual operating budget, and \$29B economic impact.

Chief Communications Officer & Sr. Assoc. VP of Marketing, Messaging, and Engagement (Sep 2022 – Jan 2026)

- Chief spokesperson. Led owned and earned media relations strategy. 2025 results: 280+ owned news stories produced; \$280M Advertising Value Equivalence earned media coverage (15.7% annual increase), exceeding benchmark peer >36%.
- Controlled narrative in complex, high-stakes media environments, including campus protests, operational emergencies, and crises. Lead Public Information Officer (PIO) in Emergency Operations Center (EOC).
- Advisor for quickly evolving federal & state regulatory changes. Coordinated with GR & legal to develop government relations messaging to advocate for intuitional priorities with Texas legislators & executive branch in Austin.
- Directed regional public affairs and media relations with City of Fort Worth, Fort Worth Economic Development Partnership, Parker County EDC, and state/regional government officials to announce development of new \$800M/+10k student campus in west Fort Worth. Planned PR for opening of National Center for Therapeutics Manufacturing in Dallas.
- Strategic communications counselor to executive leadership for business & ops issues. Provided executive media coaching.
- Led thought leadership & media relations engagement strategies. Collaborated with executive comms and experts for op-eds, byline articles and media interviews. Advised on public speeches and presentations.
- Moderated state legislative strategies presentation at 2024 University of Texas System conference in Austin.

Chief Communications Officer & Sr. Assoc. VP of University Advancement (Aug 2018 – Sep 2022)

- Chief spokesperson. Cross functional collaboration to develop & lead internal & external engagement strategies, including COVID-19 pandemic, short notice leadership transition, and Texas Winter Storm 2021: maintained institutional operational continuity with negligible impact to enrollment and revenue.
- Formulated legislative advocacy strategies to influence state & local stakeholders; pioneered targeted digital engagement tools to deliver pro-business policy messaging to key regulators and elected officials during critical legislative windows.
- Developed messaging and proposed engagement strategies to re-launch university's UTA Day at the State Capitol in Austin.
- Spearheaded marketing strategies to support business objectives. Increased advertising impressions by 36% over 3 years to 154M with minimal budget variance. Aligned marketing strategies contributed to first-year class yield +8% in FY23.

Radford University ■ Radford, VA

Feb 2013 – Aug 2018

Comprehensive public regional university specializing in business, healthcare, STEM, and education fields. 10k students, 1.6k employees.

Chief Communications Officer and VP University Relations

- Led comprehensive branding campaign, leading to cohesive and consistent messaging; drove increase in applications, brand awareness, and improved alumni/philanthropic support - biannual fundraising growth of 213%.
- Chief spokesperson. Member of president's executive leadership team. Advisor to governing board and executive leadership on comms strategies for policy decisions, launch of strategic initiatives, and presidential transition and onboarding. Developed and implemented effective engagement and response strategies with key stakeholders.
- Advised president and leadership team on GR messaging strategies seeking approval for competency-based education programs. Member of senior leadership team that briefed and obtained Governor McAuliffe's approval.
- Executed legislative affairs advocacy plans to secure \$126M in capital funding, including presentation to General Assembly member. Successfully navigated complex regulatory State Council of Higher Education for Virginia (SCHEV) approvals for regional property acquisitions and M&A of Jefferson College of Health Sciences in alignment with state policy goals.

Chair/Vice Chair/Commission Member – New River Valley Regional (Planning) Commission (Apr 2013 – Jul 2018)

- Collaborated with the executive director to develop federal & state GR engagement strategies to fund regional economic & workforce development priorities. Included regional passenger rail initiative encompassing passenger utilization study; interview and selection of fulltime GR lobbyist; leading regional GR engagement strategies to obtain US DOT, Amtrak, Virginia SCC, DPRT, and VPPR approvals; station site options, and zoning & corporation establishment recommendations.

United States Navy ■ Various locations

2004 – 2012

The U.S. Navy is a global operation, comprising 620k service members & employees and a \$200B annual operating budget.

Managing Editor, Navy Media Production, Defense Media Activity – Ft. Meade, MD (Jun 2011 – May 2012)

- Managed multichannel content strategy for Navy corporate communications to align Navy messaging across globally dispersed business units and audience of 620k employees. Led multimedia production organization - corporate website news center, daily TV and radio productions, podcast, print publications, and live TV/web broadcasts - including interstate relocation of facility with no operational disruption.

Chief Public Affairs & Chief Communications Officer, U.S. Naval Academy – Annapolis, MD (Aug 2008 – Jun 2011)

- Managed reputation of **#1 ranked U.S. public college** in extremely high-profile environment. Chief spokesperson.
- Senior comms advisor on superintendent's leadership team. Advised Board chair on PR. Served as Board spokesperson to media. Successfully managed high-profile crisis issues: DoD & Navy IG financial audits, student honor system, minority recruiting, admission and retention programs, Title IX reporting and education programs, and student misconduct.
- Led strategic PR, contributing to 74% total & 137% underrepresented student application growth over 3 years.

Director, Congressional Info. & Public Affairs, Navy Office of Legislative Affairs – Washington, DC (May 2007 – Jul 2008)

- Built successful government relations messaging strategies supporting multi-billion-dollar procurement programs. Maintained high-level relationships with Congressional staff to mitigate policy threats and secure long-term funding.
- Coordinated and approved daily Navy notifications to Congress. QA'd 5K annual responses to congressional queries.
- Organized and led CODEL and STAFFDEL orientation and fact-finding visits to and embarks with Navy units and bases.

Media Relations Officer, Office of the Secretary of Defense, Department of Defense – Washington, DC (Oct 2004 – May 2007)

- Official Pentagon spokesperson. Extensive experience with national and international media. Lead DOD spokesperson for Europe, Eurasia, Israel, and Africa. Spokesperson for combat ops in Iraq, Afghanistan, and Africa.
- Provided PR counsel & media interview prep to senior DOD executives. Planned bilateral press conferences with SECDEF and visiting ministers of defense. Led advance and on-site media and itinerary planning for highly visible Secretary of Defense Robert Gates visit to Israel.

Regional Director for Public Affairs, Navy Region Northeast – Groton, CT (Sep 2002 – Jun 2004)

- Chief spokesperson & public affairs program manager for 10 Navy bases in 6-state region (30k employees). Provided PR & GR counsel to regional CEO and base commanders. Experienced in nuclear power, industrial, aviation & facility operations.

EARLY CAREER EXPERIENCES

United States Navy ■ Various locations

- Spokesperson for global operations: 118K personnel, 186 ships, and 1.3k aircraft. Crisis comms experience for operational mishaps, accidents & casualties. Served as a Navy spokesperson for Egypt Air 990 crash flight data recorder recovery.
- Crisis comms: mass casualty terrorist attack on USS Cole – 17 fatalities, 37 injured. Provided national press conference prep & message development for commanding officer. Singular media relations trainer to 250 surviving crew members.
- Surface Warfare Officer: Assistant chief engineering officer responsible for maintenance and operation of gas turbine propulsion and electrical generation plant. Navigation department head responsible for safe operations and training of ship navigation. Program test and evaluation manager for advanced concept technology demonstrations.

EDUCATION

Master of Arts ■ United States Naval War College – Newport, RI
Bachelor of Science ■ United States Naval Academy – Annapolis, MD
Executive Education – Crisis Leadership in Higher Education ■ John F. Kennedy School of Government, Harvard University
Executive Education – Executive Leadership ■ Virginia Executive Institute, Virginia Commonwealth University – Richmond, VA
Certificate – Military Operations & Strategic Planning ■ Joint Forces Staff College, National Defense University
Certificate – Public Affairs & Communications Strategy Qualification Course ■ Defense Information School

CERTIFICATIONS & QUALIFICATIONS

Public Information in an All-Hazards Incident (FEMA MGT-318) ■ Texas A&M Engineering Extension Service 2023
Crisis Mgt. Affecting Institutions of Higher Education (FEMA MGT-361) ■ Texas A&M Engineering Extension Service 2025
Campus Emergencies: Prevention, Response, and Recovery (FEMA MGT-324) ■ LSU NCBRT 2024
NIMS Resource Management (FEMA: ICS-703.a) ■ FEMA 2019
NIMS Public Information Systems (ICS-702.a) ■ FEMA 2019
An Introduction to the National Incident Management System (NIMS) (ICS-700.b) ■ FEMA 2019
ICS for Single Resources and Initial Action Incident (ICS-200) ■ FEMA 2019
Introduction to Incident Command System (ICS-100) ■ FEMA 2019

VOLUNTEER EXPERIENCE & AFFILIATIONS

Fort Worth Report Business Advisory Council ■ Member 2025 – 2026
North Texas Public Information Officers Group ■ Member 2025 – Present
Public Relations Society of America (Fort Worth) ■ Member 2023 – 2026
U.S. Naval Academy Alumni Association - North Texas Chapter 2021 – Present
 ■ Board of Directors (2024 - Present)
UT Southwestern Simmons Comprehensive Cancer Center Community Advisory Board ■ Member 2019 – 2023
Montgomery Regional Economic Development Commission (Montgomery County, VA) ■ Member 2014 – 2018
 ■ Board Chair (2017-2018), Vice Chair (2014-2017)
New River Valley Regional (Planning) Commission (Virginia) ■ Member 2013 – 2018
 ■ Board Chair (2016-2018), Vice Chair (2015-2016)
New River Valley Passenger Rail Consortium (Christiansburg, VA) ■ Member 2015 – 2018
 ■ External Relations and Marketing Co-Chair (2015-2018)
College Communicators Assoc. of Virginia and District of Columbia ■ Member 2014 – 2018
Virginia University-Based Economic Development Officers ■ Member 2013 – 2018
Naval Academy Information Program Affiliate (Blue & Gold Officer) ■ SW Virginia 2015 – 2018
Patriot League Athletic Conference ■ Communications Sub-Committee 2008 – 2011
Annapolis & Anne Arundel County Convention and Visitors Bureau ■ Member 2008 – 2011
U.S. Navy Public Affairs Association ■ Member 2007 – Present
U.S. Naval Academy Alumni Association ■ Member 1988 – Present

MILITARY SERVICE

Commander, U.S. Navy (Retired) 1992 - 2012

Military Qualifications

- Office of the Secretary of Defense Service Badge
- Department of Defense Joint Specialty Officer (JSO)
- Joint Professional Military Education – Phase 1 and 2
- U.S. Navy Command Duty Officer – Afloat
- U.S. Navy Surface Warfare Officer (SWO)
- U.S. Navy Small Craft Command (Officer)

Personal Awards

- Defense Meritorious Service Medal
- Meritorious Service Medal (5)
- Navy – Marine Corps Commendation Medal (2)
- Navy – Marine Corps Achievement Medal (4)

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: Larry J. Carpenter, managing member, JC3 Strategies LLC

ADDRESS: 5900 Balcones Drive, Suite 29711

CITY/STATE: Austin, TX 78731

TELEPHONE NUMBER: (443) 603-3522

FEDERAL ID NUMBER (FIN): 41-4518153

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

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

RELATIONSHIP WITH THE COLLEGE OF VIRGINIA:

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

IF YES, EXPLAIN:

Larry J. Carpenter
SIGNATURE OF OFFEROR

19 March 2026
DATE

Please tell us how you received this solicitation:

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

RETURN OF THIS PAGE IS REQUIRED

OFFEROR DATA SHEET

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

Indicate the length of time you have been in business providing this type of service. 25 Years
9 Months

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

CURRENT ACCOUNTS:

Account Name, Address & Phone #	Length of Service	\$ Volume/Year
U.S. Navy Public Affairs Officer (PAO)	12 yrs & 8 mos	FTE/staff
Radford Univ. VP Univ. Relations & CCO	5 yrs & 7 mos	FTE/staff
Univ. of Texas at Arlington AssocVP & CCO,	7 yrs & 6 mos	FTE/staff
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

LOST ACCOUNTS:

Account Name, Address & Phone #	Length of Service	\$ Volume/Year
n/a	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

REFERENCES

CLIENT: University of Texas System
ADDRESS: 210 West 7th Street, Austin, TX 78701
CONTACT PERSON/PHONE #: Randa Safady, Ph.D.; Vice Chancellor of External Affairs,
Communications and Advancement Services; rsafady@utsystem.edu
APPROXIMATE DOLLAR VOLUME PER YEAR: n/a
PROJECTS/DATES/DESCRIPTION: 2018-2026

- Presidential search and transition
- Student protests
- Faculty academic freedom and shared governance publicity
- COVID-19 pandemic
- Promise Plus tuition assistance program (regional DFW rollout)
- Federal and state policy updates, including DEI in hiring, recruiting and admissions

CLIENT: University of Texas System
ADDRESS: 210 West 7th Street, Austin, TX 78701
CONTACT PERSON/PHONE #: Paul Corliss; (former) Vice Chancellor of External Relations &
Communications; (current) Asst. VP for Public Affairs and Internal Communications, University
of Michigan; pjcorliss@gmail.com
APPROXIMATE DOLLAR VOLUME PER YEAR: n/a
PROJECTS/DATES/DESCRIPTION: 2022-2025

- UTA West campus initiative
- Student protests
- Faculty academic freedom and shared governance publicity
- Federal and state policy updates, including DEI in hiring, recruiting and admissions

CLIENT: The University of Texas at Arlington
ADDRESS: 701 S Nedderman Dr, Arlington, TX 76019
CONTACT PERSON/PHONE #: Shelby Boseman, J.D.; Chief Legal Officer, The University of Texas at
Arlington; sboseman@uta.edu
APPROXIMATE DOLLAR VOLUME PER YEAR: n/a
PROJECTS/DATES/DESCRIPTION: 2018-2026

- Crisis communications and reputation management issues
- Student, Faculty/Staff misconduct
- Title IX cases
- Fraternity & Sorority misconduct
- Faculty governance
- Student protests
- Faculty academic freedom
- Federal and state policy updates
- Admissions policies and procedures
- Open records release/review coordination

CLIENT: The University of Texas at Arlington
ADDRESS: 701 S Nedderman Dr, Arlington, TX 76019
CONTACT PERSON/PHONE #: John Hall; VP for University Administration and Economic Development, The University of Texas at Arlington; jhall@uta.edu
APPROXIMATE DOLLAR VOLUME PER YEAR: n/a
PROJECTS/DATES/DESCRIPTION: 2018-2026

- Facilities, construction and infrastructure management
- Emergency communications and issues management
- Critical incidents
- COVID-19 pandemic
- Texas Winter Storm 2021 response
- Campus operations
- UTA West campus initiative

CLIENT: The University of Texas at Arlington
ADDRESS: 701 S Nedderman Dr, Arlington, TX 76019
CONTACT PERSON/PHONE #: Teik Lim, Ph.D.; (former) Interim President, The University of Texas at Arlington; (current) President, New Jersey Institute of Technology; teik.lim@njit.edu
APPROXIMATE DOLLAR VOLUME PER YEAR: n/a
PROJECTS/DATES/DESCRIPTION: 2020-2022

- COVID-19 pandemic
- Texas Tier One attainment rollout
- Blaze Forward expanded tuition assistance initiative
- Texas Winter Storm 2021 response
- Presidential transition
- Community relations
- Media engagement

CLIENT: The University of Texas at Arlington
ADDRESS: 701 S Nedderman Dr, Arlington, TX 76019
CONTACT PERSON/PHONE #: James Spaniolo, Ph.D.; President Emeritus, The University of Texas at Arlington; jimspaniolo@gmail.com
APPROXIMATE DOLLAR VOLUME PER YEAR: n/a
PROJECTS/DATES/DESCRIPTION: 2020-2022

- COVID-19 pandemic
- Texas Tier One attainment rollout
- Presidential transition
- Community relations

CLIENT: Radford University
ADDRESS: 801 East Main Street, Radford, Virginia 24142
CONTACT PERSON/PHONE #: Brian Hemphill, Ph.D.; (former) President, Radford University;
(current) President, Old Dominion University; 757-683-3159, bhemphill@odu.edu
APPROXIMATE DOLLAR VOLUME PER YEAR: n/a
PROJECTS/DATES/DESCRIPTION: 2016-2018

- Presidential transition
- M&A of Jefferson College of Health Sciences
- Competency based education initiative rollout and implementation
- Center for Adaptive Innovation and Creativity
- Student housing acquisition
- Critical incidents
- Media engagement
- Major gift donor engagement, appeal and communications strategies

CLIENT: Radford University
ADDRESS: 801 East Main Street, Radford, Virginia 24142
CONTACT PERSON/PHONE #: Anthony Bedell; (former) Rector, Board of Visitors, Radford
University; (current) Board of Visitors, Virginia Commonwealth University;
anthonybedell67@gmail.com
APPROXIMATE DOLLAR VOLUME PER YEAR: n/a
PROJECTS/DATES/DESCRIPTION: 2013-2015

- Board of Visitors communications counsel
- Presidential search, selection and transition
- Institutional branding and marketing

CLIENT: United States Naval Academy
ADDRESS: 121 Blake Road, Annapolis, MD 21402
CONTACT PERSON/PHONE #: Vice Admiral Jeffrey Fowler, USN (Ret.), MPA, MBA; (former)
Superintendent, U.S. Naval Academy
APPROXIMATE DOLLAR VOLUME PER YEAR: n/a
PROJECTS/DATES/DESCRIPTION: 2008-2010

- High profile student misconduct
- Scrutiny and criticism of Honor System policies and procedures
- Scrutiny and criticism of student/diversity recruiting and retention
- DOD and Navy IG financial reviews
- Changes to Naval Academy traditions and ceremonies
- Alumni relations messaging
- Media relations advisor to the U.S. Naval Academy Board of Visitors

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

Definitions

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

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

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

All small businesses must be certified by the Commonwealth of Virginia, Department of Small Business and Supplier Diversity (SBSB) by the due date of the solicitation to participate in the SWaM program.
Certification applications are available through SBSB online at www.sbsd.virginia.gov (Certification Division).

Offeror Name: JC3 Strategies, LLC

Preparer Name: Larry J. Carpenter

Date: March 18, 2026

Instructions

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

Section A

If your firm is certified by the Department of Small Business and Supplier Diversity (SBSB) **provide your certification number and expiration date:**

Certification Number: _____
Expiration Date: _____

Section B

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

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

Small Business Name & Address SBSB Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Beck's Management, LLC 223 E City Hall Ave Suite 336 Norfolk, VA 23510 804692	W, M	Rebekah Gaines (415) 723-2547 BeckG@BecksManagement.com	Communications And Media Related Services Advertising/Public Relations Communications: Public Relations Consulting	high-volume social media execution and digital content production	TBD
10Eleven Communications, LLC 800 25th St Virginia Beach, VA 23451 821592	W, M	Annalyse Baker (404) 513-4943 info@10ElevenCommunications.com	Public Information Services Communications Marketing Services	high-volume social media execution and digital content production	TBD
Madison & Main, LLC 101 East Cary Street Richmond, VA 23219 670549		Molly Whitfield (804) 521-4141 mollyw@madisonmain.com	Communications And Media Related Services Communications: Public Relations Consulting Marketing Consulting Marketing Services	high-volume social media execution and digital content production	TBD
The Hodges Partnership Inc. 3301 W Moore St Richmond, VA 23230 665232		Jon Newman (804) 788-1414 newman@hodgespart.com	Communications And Media Related Services	high-volume social media execution and digital content production	TBD
Totals \$					

ATTACHMENT F

DATA PROTECTION ADDENDUM

March 19, 2026

This Data Protection Addendum ("Addendum") is entered into as of _____ by and between **JC3 Strategies, LLC** ("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

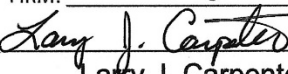
4. Store, transmit, and process any VMI Data in scope of the PCI DSS in a manner that does not bring VMI's network into PCI DSS scope; and

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: JC3 Strategies, LLC

NAME: Larry J. Carpenter
TITLE: Managing Member
DATE: March 19, 2026

VIRGINIA MILITARY INSTITUTE

BG Dallas B. Clark
Deputy Superintendent, Finance and Support
DATE: _____

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