



# PROCUREMENT SERVICES

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

PROCUREMENT@VMI.EDU

## COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

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

This contract entered into this 14<sup>th</sup> day of May 2026 between The Hodges Partnership, FEIN:27-0021148, hereinafter known as the "Contractor" and the Commonwealth of Virginia, Virginia Military Institute, hereinafter known as "VMI".

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

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

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

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

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

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

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

**CONTRACT DOCUMENTS:** The contract documents shall consist of:

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

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

**CONTRACTOR:**

By: \_\_\_\_\_

For: \_\_\_\_\_

Title: \_\_\_\_\_

**VMI:**

By: \_\_\_\_\_

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](http://www.eva.virginia.gov). One redacted copy of the proposal including all attachments in accordance with the *Virginia Freedom of Information Act* is to be delivered to VMI electronically at [procurement@vmi.edu](mailto:procurement@vmi.edu).

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

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

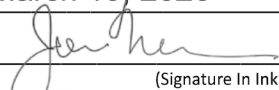
Name and Address of Firm:

\_\_\_\_\_  
**The Hodges Partnership**  
\_\_\_\_\_  
**3301 West Moore Street**  
\_\_\_\_\_  
**Richmond, VA** Zip Code: **23230**

EVA Vendor ID or DUNS number **VS0000006757**

E-mail: **[jnewman@hodgespart.com](mailto:jnewman@hodgespart.com)**

Date: **March 19, 2026**

By:   
\_\_\_\_\_  
(Signature In Ink)

Name: **Jon Newman**  
\_\_\_\_\_  
(Please Print)

Title: **CEO & Co-Founder**

Phone: **(804) 788-1414**

Fax: **(804) 788-0085**

Minority Vendor: \_\_\_\_\_ Woman owned: \_\_\_\_\_ Small Business  SWaM Certification Number: **665232**

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.

**PROPOSAL FOR:**

# Public Relations Services

**RFP NO. V211-26-049  
19 MARCH, 2026**

Prepared By:

**The Hodges Partnership**  
3301 W. Moore St.  
Richmond, VA 23230

Prepared For:

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



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# HODGES

PARTNERSHIP

Dear VMI Procurement Committee:

The Virginia Military Institute occupies a singular place in American higher education: 187 years of developing leaders of character and integrity, grounded in a tradition that has produced generals, scholars, governors and civic leaders. That legacy also brings complexity: VMI has navigated sustained public scrutiny, legislative pressure and leadership transitions that would challenge any institution's communications infrastructure.

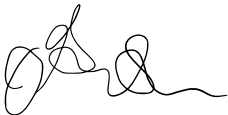
We know this firsthand.

The Hodges Partnership has been on the ground with VMI since February 2025, providing strategic communications support during one of the Institute's most closely watched periods. We've traveled to Post to meet with communications staff and leadership, and to hear directly from cadets about their experience at VMI. We've monitored more than 565 news articles across 120+ outlets, tracked more than 1,200 social media mentions weekly and delivered strategic counsel that has helped VMI maintain its footing through leadership transitions, Board of Visitors changes and significant legislative activity.

We know VMI's institutional context, its key audiences and the reporters who cover it. We can be fully operational from Day 1.

We invite VMI to review the proposal that follows. It reflects where we've been, what we've learned and where we believe this partnership can go.

Sincerely,



Greg Surber, APR  
Partner & Senior Vice President  
The Hodges Partnership

**THE HODGES PARTNERSHIP**

3301 W. MOORE STREET, RICHMOND, VA 23230 | (804) 788-1414 | [WWW.HODGESPART.COM](http://WWW.HODGESPART.COM)

**SECTION II**

# Plan & Methodology for Providing Services

[RFP Ref: RFP Section VI.B.2] Plan for Providing Services as Described in Section V



# Plan & Methodology for Providing Services

The Statement of Needs outlined in Section V of the RFP calls for a sophisticated, multi-layered public relations program that serves VMI across both proactive reputation-building and responsive crisis management, while reaching audiences that range from prospective cadets and their families to national media, policymakers and VMI's own alumni and stakeholder community. The strategy we propose is built on the same core framework The Hodges Partnership employs across our client portfolio: an integrated Earned-Owned-Paid (EOP) approach that aligns each channel to the work it does best.



## EARNED MEDIA

Media relations sits at the center of the VMI communications program. We will work with the VMI team to develop and sustain a proactive story pipeline that draws on the Institute's deep reservoir of compelling material: cadet achievement, faculty expertise, leadership development, alumni distinction and VMI's significant place in American military and academic history. We will cultivate relationships with higher education reporters, defense and national security correspondents and Virginia-based media, while also pursuing strategic placement in outlets that matter most to prospective students, parents and influencers in the admissions funnel. Earned media also is the primary instrument of reputation management. When challenges arise, a pre-existing foundation of credible, well-placed coverage is among the most durable assets an institution can have.

## **OWNED MEDIA**

The content we develop on VMI's behalf serves as a direct channel to the audiences the Institute most needs to reach, extending well beyond what media placements alone can accomplish. Through thought leadership pieces, feature writing, video and audio content and social media programming, we will help VMI tell its story with the depth and precision that advertising cannot provide. Social platforms offer VMI a means of reaching and engaging prospective cadets, current families and alumni in ways that complement earned coverage and reinforce core messaging around leadership, character and mission.

A particular priority within the owned media program will be content that supports VMI's crisis and reputation management posture: background materials, holding statements, approved messaging frameworks and stakeholder communications developed in advance and ready to deploy when needed.

## **PAID MEDIA**

Organic reach on digital platforms has contracted sharply in recent years. Where it serves VMI's strategic goals, particularly in amplifying owned content to prospective cadet audiences or supporting specific enrollment/engagement campaigns, a targeted paid media investment can extend reach with precision that broad advertising cannot match. We will advise VMI on when paid amplification adds genuine value and help deploy it efficiently against defined audiences.

## **Strategic Counsel and Messaging Development**

[RFP Ref: RFP V.1]

Effective communications begin with a clear message architecture. At the outset of our engagement and on an ongoing basis, we will work with VMI leadership to develop, refine and maintain a core message platform built around VMI's mission, values and institutional priorities.

### **OUR APPROACH:**

- Conduct a stakeholder message mapping exercise to tailor communications for key audiences: cadets, parents, alumni, legislators, faculty, staff and the general public.
- Develop a unified narrative framework that communicates VMI's identity: discipline, honor and leadership development in a way that is defensible under scrutiny and compelling in proactive storytelling.
- Maintain a living messaging document updated regularly as the institutional context evolves.
- Provide ongoing strategic counsel to senior leadership on communications implications of institutional decisions.

VMI's recent experience has made clear that message consistency across audiences and leadership is foundational. We will ensure VMI speaks with one voice.

## Media Relations (Local and National)

[RFP Ref: RFP V.2]

The Hodges Partnership was founded as a media relations agency. Our core competency is developing relationships with journalists and securing coverage that serves our clients' strategic interests. We have secured placements in The Washington Post, The New York Times, TODAY Show, Good Morning America, CNN, Fox News, AP and dozens of other outlets.

For VMI, media relations encompasses two distinct but complementary tracks:

### **PROACTIVE STORYTELLING**

Identifying and pitching positive, mission-aligned stories about VMI's cadet experience, academic programs, alumni accomplishments and institutional strengths. VMI has stories to tell that have gone untold amid the noise of institutional controversy.

- Cadet achievement and character features
- Alumni leadership profiles across sectors
- Academic program distinction and career outcomes
- Faculty expertise
- VMI's unique role as the nation's first state military college

### **REACTIVE AND RAPID RESPONSE**

When issues arise, we are already inside VMI's institutional context. Our monitoring infrastructure and established relationships with reporters enable us to respond quickly and effectively.

- 24/7 monitoring of media and social channels
- Rapid development and placement of responsive statements
- Strategic counsel on when to engage and when to hold
- Relationship management with key reporters who cover VMI

## Crisis Management and Reputation Management

[RFP Ref: RFP V.3]

Crisis communications is where reputation is won or lost. During our existing engagement with VMI, we developed a foundational Crisis Communications Handbook that establishes escalation levels, team roles, holding statement templates and scenario-specific protocols.

Building on that foundation, our ongoing crisis communications services will include:

- Maintenance and regular updating of VMI's Crisis Communications Handbook as scenarios evolve
- A three-tier escalation framework (Low/Medium/High severity) with defined response timelines and leadership involvement protocols
- Ongoing media monitoring with daily reports during active issues and weekly summary reports during stable periods
- Proactive scenario planning – anticipating likely reputational challenges before they materialize
- Annual tabletop crisis simulation exercises with VMI communications and leadership staff

VMI's most acute reputational risks are identifiable, rooted in ongoing legislative activity, BOV dynamics, DEI-related debates and leadership transitions. A thoughtful, proactive approach can significantly reduce exposure before issues escalate.

## Content Development and Thought Leadership

*[RFP Ref: RFP V.4]*

VMI controls a strong portfolio of content channels, including its website, social media and alumni publications. We will help VMI develop a disciplined content strategy that consistently projects institutional strength, values alignment and cadet-centered storytelling.

- Monthly editorial calendar with content developed for all VMI-controlled channels
- Long-form content: blog posts, white papers and LTES
- Op-ed development and placement, helping VMI senior leadership and alumni publish perspective pieces in relevant outlets on topics of strategic importance
- Institutional branding audit to assess VMI's digital presence and identify storytelling gaps
- Cadet and alumni spotlight content series, distributed via owned channels and pitched for earned media

## 5. Influencer Engagement and Social Media Support

*[RFP Ref: RFP V.5]*

VMI's alumni network is one of its most powerful communications assets and one that largely has been untapped in a strategic sense. Alumni include senior military officers, elected officials, corporate leaders and public figures who, if properly engaged, can become powerful, credible advocates.

## OUR APPROACH

- Develop an alumni-influencer engagement strategy that identifies and activates alumni voices across sectors and platforms.
- Use Klear (our influencer intelligence platform) to identify, vet and manage influencer relationships.
- Provide social media counsel and support for VMI’s primary channels, including content development, platform strategy and community management guidance.
- Monitor social conversation volume, sentiment and engagement trends, providing weekly reports and real-time alerts for emerging issues.

A year of monitoring VMI’s social media environment has produced a granular picture of the audiences and sentiment patterns at play. During the most recent period (February 2026), we tracked 1.2K mentions with 90K impressions and identified the specific influencers and channels that shape the VMI narrative.

## Measurement and Reporting (KPIs)

[RFP Ref: RFP V.6]

We believe in data-backed accountability. At the outset of the engagement, we will work with VMI to establish specific, measurable KPIs aligned with institutional goals. These will serve as the ongoing benchmark for our work.

Standard KPIs we propose for VMI:

Category	Key Performance Indicators
Media Relations	# of media placements; outlet reach/tier; sentiment analysis of coverage; share of voice vs. peer institutions
Social Media	Follower growth; engagement rate; mention volume; sentiment score
Content Performance	Website traffic; content downloads; email open rates; social shares
Crisis Response	Response time; media inquiry resolution rate; issue containment rate
Reputation	Quarterly sentiment tracking; stakeholder perception surveys (annual)

Monthly reporting will be delivered to VMI’s director of communications and marketing with an annual in-depth review tied to strategic planning. We also will be transparent about what is and is not working and recommend course corrections proactively.

**SECTION III**

# Firm Qualifications, Expertise & Experience

[RFP Ref: RFP VI.B.3]



# Firm Background

The Hodges Partnership was founded in 2002 by two longtime communicators, Jon Newman and Josh Dare, we are a Richmond, Va.-based agency with 24 talented professionals. While Josh retired at the end of 2025, Jon continues to oversee the agency, supported by four new partners, two of whom are listed as the account managers for this assignment, Sean Ryan and Greg Surber, APR.

We expect everyone at Hodges to be skillful and knowledgeable of all aspects of our core capabilities and also empower individuals to grow in specialties that align with their personal interests. Whether that be in functions like paid social media or verticals like higher education, our agency structure gives our team a precise balance of breadth and depth across the solutions we provide and the industries we serve.

We're different from other agencies – we are easy to work with, experienced, creative and passionate about our profession and helping our clients succeed.



## Our Values

### ➤ BRIGHT

Representing our big ideas and sunny outlooks, we are forward-thinking strategists seeking creative and insightful solutions.

### ➤ COLLABORATIVE

Partnership is in our name for a reason. We're true team players because we know that we're stronger together.

### ➤ DRIVEN

We're fueled by your success, and we work hard to make our clients the hero. We take our responsibility seriously, and we'll get you where you need to be.

### ➤ GENUINE

We're known for being easy to work with and passionate advocates for our clients and industry.

### ➤ INCLUSIVE

We strive to create a welcoming culture because we shine brightest when everyone can be their authentic selves.

# Virginia Military Institute



## CHALLENGE

Virginia Military Institute faced a high-profile reputational crisis following the Board of Visitors' decision not to renew the contract of former Superintendent Cedric Wins. The situation required immediate and sustained strategic communications support to address:

- Sustained national and regional media attention questioning the Board's motivations
- Polarized stakeholder sentiment across alumni, cadets, faculty, legislators and the general public
- Allegations of political overreach and lack of governance transparency
- Leadership instability resulting from subsequent BOV changes and an interim board president
- Downstream risks tied to the broader statewide debate over political influence in Virginia higher education, intensified by parallel developments at UVA

VMI needed counsel to monitor the evolving narrative, advise on public and media-facing communications and protect the institution's long-term reputation while leadership transitions were underway.

## OUR APPROACH

### Narrative Monitoring & Intelligence

- Conducted daily news and social media monitoring across 120+ distinct outlets from February through June 2025, tracking 565+ news stories and 200+ social media posts
- Analyzed sentiment trends across news media and social platforms, identifying a split between news coverage (predominantly critical of the Board) and social media (3:1 supportive among conservative audiences)
- Identified dominant themes, including governance concerns, DEI debates and alumni polarization, to inform strategic response priorities

### Strategic Advisory & Message Counsel

- Provided real-time advisory services on public and media-facing communications throughout the crisis period
- Advised against issuing additional statements beyond those already on record, preventing escalation during a sensitive transition window
- Developed holding statements and FAQ frameworks to address questions of BOV legitimacy and decision-making authority

- Counseled leadership on how to distinguish institutional mission from governance controversy

### Stakeholder Communications Planning

- Recommended a stakeholder message mapping approach tailored to cadets, alumni, faculty, donors and legislators
- Advised on framing the controversy as a governance and oversight issue rather than a reflection on the cadet experience or VMI's core mission
- Guided the Institute toward a forward-looking posture emphasizing superintendent selection, community unity and institutional mission

### Crisis Preparedness Infrastructure

- Developed a Crisis Communications Handbook establishing activation protocols, escalation frameworks, team roles and responsibilities and pre-approved holding statement templates
- Delivered a scenario-based risk matrix covering personnel controversies, campus safety, DEI issues and legislative scrutiny

- Conducted message framework development and spokesperson guidance aligned with VMI's identity standards and communications policies

### KEY STRATEGIC RECOMMENDATIONS

- **Limit escalation:** Avoid issuing reactive statements that extend the news cycle or invite further scrutiny
- **Governance framing:** Position ongoing tensions as a matter of institutional governance, not a reflection of VMI's academic mission or cadet experience
- **Unified voice:** Ensure all stakeholder-facing communications reinforce a consistent, values-driven narrative centered on honor, discipline and institutional excellence
- **Proactive storytelling:** Use cadet and alumni content to redirect the narrative toward VMI's enduring strengths
- **Sustained readiness:** Build internal crisis capacity so the institution is equipped to respond swiftly and credibly to future challenges

*Our work with VMI has not been hypothetical. From February-June 2025, and continuing into 2026, Hodges has provided the following documented services:*

#### SERVICE

#### DOCUMENTED DELIVERABLE

Daily media monitoring	Tracked 565+ news articles across 120+ outlets (Feb-June 2025); Hodges has continued this monitoring into March 2026
Social media monitoring	Tracked 1,200+ weekly mentions across X/Twitter, Facebook and news sites; sentiment analysis and influencer identification
Strategic counsel	Ongoing advisory support to VMI communications staff and leadership on response strategy and positioning
Media relations	Strategy, editing and placing opinion piece (RTD)
Crisis handbook	Developed foundational Crisis Communications Handbook (FY26) including risk matrix, escalation framework, team roles and holding statement templates
Narrative analysis	Produced Legislative Media Summary reports tracking HB1374/HB1377 coverage and its communications implications for VMI

# Virginia's Community Colleges (VCCS)

## CHALLENGE

After a decade-long enrollment decline, Virginia's Community Colleges (VCCS) needed to fundamentally reshape public perception and drive measurable enrollment growth across 23 institutions serving a diverse statewide population. Research revealed a damaging audience posture: Virginians viewed community colleges as good for the community, but not for themselves. The system sought to:

- Overcome a deeply ingrained perception gap among prospective students
- Build a compelling brand platform that could unify messaging across a decentralized 23-college system
- Reach geographically and demographically diverse audiences through an integrated, data-backed strategy
- Demonstrate measurable returns on a significant paid media investment
- Elevate the chancellor's voice to engage business leaders and legislators during a critical General Assembly period

## OUR APPROACH

### Research & Brand Foundation

- Conducted a statewide general population research study to diagnose the higher education climate and identify perception barriers
- Uncovered the core insight driving strategy: the “good for the community, not for me” attitude that was suppressing enrollment consideration
- Developed the “Find Your Answer” brand platform as the unifying campaign concept, grounded in research and built for long-term durability

### Integrated Campaign Execution

- Built and launched a full omnichannel campaign alongside VCCS' advertising partner, including TV and radio on traditional and streaming channels, social media, search, display and banner advertising
- Created hundreds of unique assets tailored to specific demographic and geographic audience segments
- Developed a campaign landing page with a ZIP-code-driven tool directing prospective students to their nearest college and Apply Now pathways

## Earned & Owned Media

- Developed a chancellor thought leadership strategy, securing placement in Cardinal News and The Virginian-Pilot and broadcast appearances on Virginia This Morning and WDBJ
- Embedded with the chancellor's inaugural listening tour across all 23 colleges, capturing interview footage and photography for testimonial content and ad placements
- Created social media and video content showcasing student, faculty and staff stories

## Measurement & Validation

- Redeployed the original brand perception survey mid-campaign to validate the "Find Your Answer" platform against measurable audience shifts

## RESULTS

- 4.3% enrollment increase from prior year
- 45.3M digital impressions generated
- 647,000 clicks to campaign landing page
- 11,000+ conversion activities (college finder tool uses and Apply Now clicks)
- 19-point increase in the general public's likelihood of considering enrolling at a Virginia Community College

## KEY STRATEGIC RECOMMENDATIONS

- **Research before messaging:** Effective brand work begins with understanding what audiences actually think
- **Unified platform, localized execution:** A single brand platform can serve a decentralized system when built with enough flexibility to speak to distinct audiences
- **Earned media amplifies paid media:** Chancellor visibility with legislators and business leaders extended the campaign's reach far beyond paid media alone
- **Measure the brand:** Redeploying perception research mid-campaign validated the strategy and created a durable benchmark for future investment decisions
- **Consistency builds momentum:** A decade of system knowledge enabled faster, smarter decision-making and stronger results than any first-year engagement could produce

# Mid-Sized Public University

## CHALLENGE

The institution faced a rapidly evolving situation that threatened to undermine public confidence and demanded a disciplined, multi-stakeholder communications response. Working closely with university leadership, we provided strategic counsel to navigate a period of sustained uncertainty, manage stakeholder inquiries, address emerging media scrutiny and maintain confidence in institutional operations throughout.

## OUR APPROACH

### Strategic Message Development

- Created comprehensive messaging and Q&A materials addressing the situation's timeline, institutional knowledge and oversight procedures
- Advised on transparency approach balancing legal considerations with stakeholder expectations
- Provided guidance on proactive vs. reactive disclosure strategies

### Stakeholder Communication Planning

- Developed tiered communications approach for different audiences
- Advised on timing and sequencing of sensitive communications

- Provided real-time counsel during critical engagement periods

### Ongoing Crisis Counsel

- Provided strategic guidance across multiple planning sessions
- Offered perspective on emerging concerns and anticipated questions
- Supported the institution through an evolving crisis situation

## KEY STRATEGIC RECOMMENDATIONS

- **Proactive transparency:** Volunteer potentially uncomfortable information rather than appear to be hiding facts
- **Clear boundaries:** Articulate the institution's relationship without over-explaining or appearing defensive
- **Forward focus:** Emphasize improvements and learnings alongside accountability
- **Appropriate context:** Provide relevant background without making excuses
- **Consistent narrative:** Maintain aligned messaging across all stakeholder groups

## Additional Relevant Experience

Hodges has a rich history of working with education clients in Virginia and beyond, generating awareness to prospective students, highlighting unique programs and creating messaging to support major initiatives.

- **University of Richmond:** Served as agency of record for seven years, leading media relations efforts to promote institutional leadership, faculty and staff until the university expanded its internal team.
- **Monmouth University:** Enlisted to elevate the university's polling director to national prominence. Our strategy generated regular appearances on Fox News, CNN and MSNBC and placed the polling center's analysis in leading papers across the country.
- **Old Dominion University:** Partnered with the university to help package, promote and sell the institution as a thought leader in the emerging AI space.
- **Virginia Commonwealth University:** Assisted with several project-based communications assignments supporting one of Virginia's flagship research universities, ranging from strategic planning, crisis communications and branding and creative support.

The Hodges Partnership's broader portfolio also includes work that directly informs our ability to serve VMI:

- **Colonial Williamsburg:** Strategic media relations support for the nation's largest living history museum, generating national coverage in outlets including The Washington Post, The New York Times, CNN, National Geographic and TODAY Show.
- **VA250 Commission:** Strategic communications and media relations for Virginia's semiquincentennial initiative, positioning the Commonwealth's historical assets to national audiences.
- **Mercy Chefs:** Rapid-deployment media relations for a disaster relief nonprofit, securing national coverage on Good Morning America, PBS NewsHour, CNN and AP during active deployments. The urgency of that work mirrors what crisis communications demands of any institution under pressure.

**SECTION IV**

# Key Personnel & Resumes

[RFP Ref: RFP Section VI.B.4]



## Key Personnel and Resumes

[RFP Ref: RFP Section VI.B.4]

The following professionals are designated as the core account team for the VMI contract. Each brings direct experience relevant to VMI's communications needs.



**GREG SURBER**  
**PARTNER & SENIOR VICE PRESIDENT**

---

Greg leads Hodges' Research and Insights practice and plays a senior strategic role across the firm's most complex accounts. His work spans crisis communications, reputation management and institutional strategy. Greg has co-led our work with VMI, spearheading social monitoring, analytics and summary briefs. Greg also co-leads our Virginia's Community Colleges account.



**SEAN RYAN**  
**PARTNER & SENIOR VICE PRESIDENT**

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Sean joined The Hodges Partnership in 2003 and leads Hodges' media relations team. He manages media relations strategy and has helped place clients such as Colonial Williamsburg and Mercy Chefs on the TODAY Show, Good Morning America, CNN, Fox News, MSNBC, The Washington Post and The New York Times in the past few years. Alongside Greg, he has helped manage day-to-day media monitoring, narrative analysis, content development and client communications throughout our engagement with VMI. His background includes extensive higher education work with University of Richmond, Monmouth University, Old Dominion University and others.



**CASEY PRENTICE**  
**VICE PRESIDENT, OWNED & PAID STRATEGY**

---

Casey leads owned and paid strategy at Hodges, with particular depth in digital content, account management and editorial work. Her client experience spans Virginia's Community Colleges, VCU, ODU and Virginia DMV. She was instrumental in the launch of Virginia's Community Colleges' "Find Your Answer" campaign, which reversed a decade-long enrollment decline and produced three consecutive years of growth. Prior to rejoining the firm, she served in the communications office at VCUarts, where she managed print and digital projects. Casey first came to Hodges as an intern and has grown into one of the firm's senior strategists.



**AMANDA CHRISTIAN**  
**SENIOR ACCOUNT EXECUTIVE**

---

Amanda joined Hodges as an intern in 2020 and returned full-time after graduating from James Madison University and two years at the Virginia Wine Board Marketing Office. Her work spans content marketing and media relations for clients including Hilldrup, UnitedHealthcare and the Virginia Spirits Board. She serves as managing editor of The Phil, the agency’s digital publication spotlighting Virginia nonprofits, and brings strong project management discipline and editorial rigor to every account she touches.



**ALEX CLARK**  
**ACCOUNT COORDINATOR**

---

Alex joined The Hodges Partnership in 2025 as an account coordinator, where she supports both account management and creative execution on key agency accounts like Live! Casino Virginia and Virginia 250. A Richmond native, she studied strategic communications and communication design at Elon University. Alex has deep ties to the VMI community; she is the daughter of a VMI alumnus, grew up attending games on Post and remains a regular presence at VMI events in Lexington.

**SECTION V**

# Conflict of Interest, VASCUPP Sales History & Pricing/Fee Schedule

[RFP Ref: RFP Section VI.B.4, RFP Ref: RFP Section VI.B.7, RFP Ref: RFP Section X]



## Conflict of Interest Statement

[RFP Ref: RFP Section VI.B.4 / Attachment B] Conflict of Interest

The Hodges Partnership has no known conflicts of interest with VMI, its Board of Visitors, officers, employees, contracted vendors or any VMI auxiliary agencies, subsidiaries or affiliates. A completed Attachment B: Conflict of Interest Statement is included with this submission.

## VASCUPP Sales History

[RFP Ref: RFP Section VI.B.7]

### Number and Dollar Value of Sales with VASCUPP Member Institutions

The Hodges Partnership has provided services to the following VASCUPP member institutions over the past twelve months.

VASCUPP Member Institution	Dollar Value (Last 12 Months)
Virginia Military Institute (via VASCUPP Contract: GMU-1878-23-05)	\$83,000

## Pricing / Fee Schedule

[RFP Ref: RFP Section XI]

### PROPOSED PRICING / FEE STRUCTURE

The Hodges Partnership prices every engagement based on the estimated hours required to complete the work. We believe this approach gives clients the most accurate and transparent picture of costs, rather than a packaged rate built on assumptions. Our hourly rates reflect the experience level of the staff assigned to each task.

Title	Hourly Rate
Partner	\$250
Senior Vice President	\$225
Vice President	\$200
Director	\$180
Strategist	\$165
Senior Graphic Designer	\$150
Senior Account Executive	\$150
Account Executive	\$130
Account Coordinator	\$90

We are happy to provide fee estimates for hypothetical projects or scenarios to give VMI greater clarity and predictability before any scope of work is formalized.

All fees are based on estimated hours for each defined scope of work. Out-of-pocket expenses (travel, third-party tools, media monitoring subscriptions) are billed at cost with prior client approval. Subcontractor costs for specialized services such as paid media, photography, or video production are separate and will be itemized at the time of engagement.

**APPENDIX**

# Attachments

*Attachment B: Conflict of Interest Statement*

*Attachment C: Offeror Data Sheet*

*Attachment D: References*

*Attachment E: SWaM Utilization Plan*

*Attachment F: Data Protection Addendum*



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: The Hodges Partnership

ADDRESS: 3301 West Moore Street

CITY/STATE: Richmond, VA

TELEPHONE NUMBER: 804-788-1414

FEDERAL ID NUMBER (FIN): 27-0021148

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

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

RELATIONSHIP WITH THE COLLEGE OF VIRGINIA:

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

IF YES, EXPLAIN:

  
\_\_\_\_\_  
SIGNATURE OF OFFEROR

March 19, 2026  
\_\_\_\_\_  
DATE

Please tell us how you received this solicitation:

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

**RETURN OF THIS PAGE IS REQUIRED**



## REFERENCES

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

CLIENT: Virginia Community College System

ADDRESS: 300 Arboretum Place, Richmond, VA 23236

CONTACT PERSON/PHONE#: Susan Pollard, Asst. Vice Chancellor, Strategic Communications, 804-564-2722

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

PROJECTS/DATES/DESCRIPTION: Statewide marketing support / 2014-Present / PR, creative and marketing support for the system's Find Your Answer campaign, which promotes the access and affordability of Virginia's community colleges to prospective students across the state

CLIENT: Virginia Commonwealth University

ADDRESS: 901 W. Main St., Richmond, VA

CONTACT PERSON/PHONE#: Jeff Kraus, Sr. Director of Communications, 804-350-0425

APPROXIMATE DOLLAR VOLUME PER YEAR: \$20,000

PROJECTS/DATES/DESCRIPTION: Every Ram's a Researcher / 2024 / Promotion of VCU's Quality Enhancement Plan, which gives students the opportunity to engage in meaningful research across disciplines as part of their general education.

CLIENT: Hilldrup

ADDRESS: 4022 Richmond Hwy, Stafford, VA 22554

CONTACT PERSON/PHONE#: Onie Girton, SVP Sales, 540-419-7927

APPROXIMATE DOLLAR VOLUME PER YEAR: \$120,000

PROJECTS/DATES/DESCRIPTION: PR and marketing support / 2012-Present / editorial planning and development, social media strategy, sales communications support, internal communications

Client: Virginia Military Institute

Address: 319 Letcher Ave., Lexington, VA 24450

Contact Person: Sherry Wallace, 540-464-7207

Approximate Dollar Volume Per Year: \$75,000

Projects/Dates/Description: Reputation Monitoring / Media Relations Strategy / 2025-Present / Support around leadership transition, legislative concerns, thought leadership promotion

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

### Definitions

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

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

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

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

Certification applications are available through SBSD online at [www.sbsd.virginia.gov](http://www.sbsd.virginia.gov) (Certification Division).

**Offeror Name:** The Hodges Partnership

**Preparer Name:** Jon Newman

**Date:** March 19, 2026

### Instructions

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

### Section A

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

Certification Number: 665232

Expiration Date: 09/03/2030

## ATTACHMENT F

### DATA PROTECTION ADDENDUM

This Data Protection Addendum (“Addendum”) is entered into as of March 19, 2026, by and between The Hodges Partnership (“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

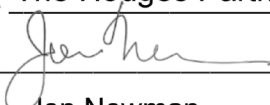
5. Attest that any third-party providing services in scope of PCI DSS under this agreement will store, transmit, and process VMI Data in scope of the PCI DSS in a manner that does not bring VMI's network into PCI DSS scope.

**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: The Hodges Partnership

  
\_\_\_\_\_

NAME: Jon Newman

TITLE: CEO & Co-Founder

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.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

END GENERAL TERMS & CONDITIONS