



PROCUREMENT SERVICES

330 PARADE AVENUE SMITH HALL 314 LEXINGTON VIRGINIA 24450

PROCUREMENT@VMI.EDU

COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

Contract Number: **V211-26-050**

This contract entered into this 22nd day of May 2026 between Ramp Business, FEIN: 83-4047085, 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 a secure, compliant, and auditable third-party technology platform and related services for management, calculation, processing, and distribution of revenue-share payments associated with the athletics programs, Name-Image-Likeness (NIL) activities and other related Institute-approved initiatives 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) to include pricing in response to tasks for such issued by VMI. If accepted, VMI will issue purchase order through the Commonwealth's procurement portal, www.eva.virginia.gov. The issuance of an eVA purchase order is considered confirmation of any engagement.

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

PERIOD OF PERFORMANCE: Execution of this contract through 30 June 2030 with five (5) successive one-year renewal options.

COMPENSATION: The Contractor shall be paid based on the rate structure proposed in the Contractor's proposal received 24 March 2026. A quote for each SOW must be submitted. Any anticipated out-of-pocket expenses are to be included in the quote. Travel, if necessary, will be reimbursed based on VMI's travel policies and GSA rates. Travel within 50 miles of VMI and not exceeding one day will not be reimbursed.

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

CONTRACT DOCUMENTS: The contract documents shall consist of:


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

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

CONTRACTOR:

By: 
Guy Cartwright (Jun 1, 2026 08:18:29 EDT)
Guy Cartwright
For: **Ramp Business Corporation**
Title: Vice President /General Manager

VMI:

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



*EVA Vendor ID in Progress, Addendum #1 Acknowledged

3/23/2026

VMI Evaluation Committee,

Ramp is pleased to submit this response to RFP #V211-26-050. The core of what Ramp offers VMI is straightforward: a platform where payments are configured once and recur automatically, cadet-athletes onboard themselves, approvals route to the right people without manual coordination, and every transaction is logged and exportable from day one.

Ramp's relationship with college athletics is already established. The University of Tennessee Athletics Foundation uses Ramp to run its back-office operations across 20 Division I varsity teams, and the outcome, more time for their finance team to support coaches and athletes rather than manage spreadsheets, is exactly the kind of result VMI's staff deserves going into this program's first year.

What VMI will find in Ramp is a partner that moves at the pace you need and handles the operational weight so your team doesn't have to. Ramp's implementation team is assigned by name, not by ticket queue. Your Customer Success Manager stays with you after go-live. And the platform itself, from the cadet-athlete's mobile experience to the Finance administrator's dashboard, is designed for people with jobs who aren't managing payment software.

Ramp holds SOC 2 Type II, FedRAMP, and additional certifications, satisfying the Commonwealth of Virginia's data protection requirements and VMI's obligations under Attachment F. All documentation is at trust.ramp.com.

Ramp's team is available to discuss this proposal at any point, and we look forward to the possibility of building this program with VMI.

Sincerely,

Mason Melnick

Mason Melnick, Senior Channel Partner Manager
mmelnick@ramp.com + proposals@ramp.com



RESPONSE TO REQUEST FOR PROPOSALS

RFP #V211-26-050

ATHLETICS REVENUE-SHARE MANAGEMENT SOLUTION

Virginia Military Institute

Submitted by: Ramp Business Corporation

28 West 23rd Street, Floor 2, New York, NY 10010

Submission Date: 25 March 2026



Section V.A — Overview

RFP Reference: Section V, Statement of Needs — Overview

Ramp is a financial operations platform purpose-built to automate the movement, tracking, and reconciliation of funds across complex organizational structures. For VMI's revenue-share program, Ramp delivers a secure, auditable payment infrastructure built on its Bill Pay product, the same mechanism Ramp uses at other college athletics programs today. Cadet-athletes are onboarded as vendors in Ramp's system, which reflects their correct legal status as 1099 contractors receiving compensation from the institution. That means the payment infrastructure requires no custom development: cadet-athletes sign agreements with VMI, those agreements are uploaded to Ramp, athletes are added as vendors, and ACH payments are disbursed on the defined schedule. Ramp also issues 1099s directly, covering VMI's year-end tax reporting obligations for the program. The University of Tennessee Athletics Foundation, University of Arkansas, and East Texas A&M use this same Bill Pay infrastructure today, alongside Ramp's full card and expense platform, across 20 varsity teams.

VMI's program profile as clarified in Addendum 1, approximately 500-700 transactions annually, roughly \$900,000 in total payment volume, with approximately 90% of payments recurring, is well within Ramp's operational range and requires no custom infrastructure buildout. Because VMI operates this program independently of Ellucian Colleague, no ERP integration is required. Ramp's Bill Pay platform handles disbursements directly, and administrators can export a standard CSV file on whatever interval VMI's Finance team needs for its own records.

Section V.B — Objectives

RFP Reference: Section V.B — Objectives

End-to-end management of revenue-share compensation

Ramp provides configurable payment programs that define eligible recipients, payment amounts, distribution schedules, and approval chains. Administrators create and manage program rules centrally, and recurring payments execute automatically on the defined schedule without manual re-entry each cycle.

Accurate calculation, validation, and disbursement

Payment amounts are administrator-defined and tied to program parameters. Before any disbursement, Ramp's multi-level approval workflow requires authorized sign-off, creating a consistent validation gate for every payment run. Reversals, corrections, and reconciliations are supported natively.

Full transparency, auditability, and traceability

Every transaction, approval action, and configuration change is logged in Ramp's immutable audit trail. Role-based access controls ensure that only authorized VMI personnel — Athletics,



Finance, Compliance — see the records relevant to their function. Audit logs are exportable for internal review or third-party audit purposes.

Compliance with NCAA, state, federal, and institutional requirements

Ramp holds SOC 2 Type II, SOC 1 Type II, ISO 27001:2022, and PCI DSS v4.0 certifications, all independently audited. FERPA-relevant data protections, FIPS 140-2 encryption in transit, and access scoped to authorized personnel satisfy the Commonwealth of Virginia's data security standards articulated in Attachment F of this RFP.

Reduced administrative burden

For a program of VMI's scale roughly 500–700 transactions per year, predominantly recurring the administrative workload is minimal once the program is configured. Scheduled recurring payments process automatically, recipient self-service handles account updates and tax document collection, and exportable reports eliminate manual data assembly for Finance and Compliance staff.

Per diem management

Ramp supports per diem configuration as part of its expense policy framework. Per diem allowances can be assigned by role, event type, or team, with employee-facing visibility into approved amounts and compliant submission workflows.

Protection of PII in accordance with Commonwealth of Virginia standards

All VMI data is encrypted in transit using FIPS 140-2 compliant protocols and stored in accordance with NIST SP 800-171 and ISO/IEC 27002. Data is stored within the United States. Subprocessor documentation is available at trust.ramp.com. A Data Processing Agreement is available upon request.

Section V.C — Functional Requirements

RFP Reference: Section V.C — Functional Requirements

C.1 — Revenue-Share Management

Ramp enables VMI administrators to create and manage revenue-share distribution programs with configurable rules governing eligibility, payment amounts, and timing. Payment calculations based on predefined criteria — participation status, contractual terms, or program-defined allocations — are built into the program configuration and execute without manual recalculation each cycle. All calculations are reviewable and editable prior to disbursement through Ramp's admin interface. Multi-level approval workflows are configurable to match VMI's internal authorization structure, ensuring that Finance, Athletics, and Compliance stakeholders can each hold an approval gate appropriate to their role.

C.2 — Payment Processing

Ramp disburses payments via ACH and direct deposit to recipient bank accounts. Payments can be batched, scheduled for recurring cycles, and tracked in real time by authorized VMI staff. Recipients have direct visibility into their payment status through the Ramp mobile and



web interface. Reversals and corrections are supported natively, and all payment activity is reconcilable against Ramp's exportable transaction records.

Because VMI operates this program independently of Ellucian Colleague (Addendum 1, Question 5-6), no ERP integration build is required. Ramp's Bill Pay platform processes disbursements directly. Administrators can export a standard CSV file at any interval VMI's Finance team requires for internal reconciliation or upload to Colleague. The setup is the same as other schools using Ramp for NIL payments today: no integration, no custom configuration, just a CSV when you need it.

C.3 — Recipient Onboarding and Identity Verification

Cadet-athletes are onboarded as vendors through Ramp's vendor portal -- the same portal used for any contractor or supplier in the system. This reflects their actual legal status as 1099 contractors and requires zero platform customization. Each cadet-athlete receives an invitation, completes identity verification, submits their W-9, and adds their bank account information through a self-service flow before their first payment is issued. VMI's Finance team does not need to be involved in individual onboarding steps once invitations are sent. Recipients can update their account information at any time through the same portal. Because this is a new program with no historical records to migrate (Addendum 1, Questions 7-10), Ramp begins with a clean slate and onboards each cadet-athlete fresh at program launch.

C.4 — Compliance and Documentation

Ramp's audit log captures all system activity chronologically — payment approvals, configuration changes, user access events, and disbursement records — in a format that satisfies VMI's requirement for an audit trail as defined in Attachment F of this RFP. Compliance documentation, including approved payment records and tax documents, is stored within the platform and accessible to authorized personnel. For NCAA-relevant documentation needs, administrators can export payment histories, recipient rosters, and supporting records on demand. Ramp does not automate NCAA compliance determinations — those remain with VMI's Compliance staff — but the platform provides the documentation infrastructure to support those determinations.

C.5 — Reporting and Analytics

Administrators access customizable dashboards showing payment status, recipient activity, program-level spend, and outstanding approvals. Reports are exportable in standard formats for use by Finance, Compliance, and Athletics staff. Role-based access controls ensure that each user sees only the data their role authorizes. For year-end tax compliance, Ramp collects W-9 information from each cadet-athlete during onboarding and issues 1099s directly through the platform -- VMI does not need a separate process or third-party tool for this. Ramp's analytics layer also supports natural language queries, allowing authorized staff to pull spend summaries or payment histories without building custom reports.

Section V.D — Technical Requirements: Security and Data Protection



RFP Reference: Section V.D – Technical Requirements; Attachment F – Data Protection Addendum

Ramp's security posture satisfies each technical requirement specified in Attachment F of this solicitation. The certifications and controls below are independently audited and documented at trust.ramp.com.

Requirement	Ramp Posture
SOC Certification	SOC 2 Type II and SOC 1 Type II, annually audited. Reports available under NDA at trust.ramp.com .
ISO 27001	ISO 27001:2022 certified and independently audited.
PCI DSS	Yes, accessible at trust.ramp.com
Encryption in Transit	FIPS 140-2 compliant encryption for all data in transit, including web interface.
Data at Rest	Stored in accordance with NIST SP 800-171 and ISO/IEC 27002.
Data Residency	Can be U.S.-based if a public sector instance is utilized
Cyber Liability Insurance	Ramp carries cyber liability insurance, details available upon request
FERPA	Ramp can be designated a school official with legitimate educational interests per FERPA requirements (Attachment F, §3(d)).
Security Breach Notification	Immediate notification consistent with applicable state and federal law; full cooperation with VMI's investigation and response.
Annual Audits	Annual third-party security audit, vulnerability scan, and penetration test conducted. Results available to VMI via trust.ramp.com
DPA	Data Processing Agreement available at https://ramp.com/legal/customer-terms/services-terms/dpa

Section V.E – Implementation and Support

RFP Reference: Section V.E – Implementation and Support Requirements

E.1 – Implementation Services



Ramp assigns a dedicated Customer Activation Lead and Technical Consultant to each enterprise engagement, supported by forward-deployed engineering resources for any custom configuration. For VMI's program, implementation scope is straightforward: there is no data migration, no ERP integration build, and no legacy system cutover. The implementation focuses on program configuration, approval workflow setup, recipient onboarding workflow, batch file export configuration, and go-live validation.

Ramp's standard implementation timeline for a program of VMI's profile is well within the target window specified in Addendum 1 — implementation beginning May/June 2026, go-live August 2026. Ramp supports a phased approach where a small pilot group of cadet-athletes can begin transacting while the broader program configuration is finalized, allowing VMI to validate workflows before full launch.

Customer responsibilities are scoped at kickoff: VMI designates a project lead, provides program rules and eligibility criteria, coordinates with Finance on chart of accounts mapping for the batch export, and manages internal communications to cadet-athletes. Ramp handles platform configuration, workflow build, testing, and training delivery.

E.2 — Training

Ramp provides administrator training, end-user training for cadet-athletes, and train-the-trainer delivery for VMI staff who will onboard future recipients. Training materials, user guides, and knowledge base resources are provided as leave-behinds and updated as features evolve. Ramp also offers communications playbooks for VMI's internal rollout announcement to cadet-athletes.

E.3 — Customer Support

A dedicated Customer Success Manager supports VMI post-launch on a named basis. Support channels include email and phone, available to both administrators and end users. Ramp's platform targets 99.9% uptime, with maintenance windows communicated in advance. Performance reporting on payment execution, support response times, and platform uptime is available to VMI on a recurring basis upon request.

Section V.F — Performance Requirements

RFP Reference: Section V.F — Performance Requirements

Ramp commits to timely execution of payment runs and reporting processes. Payment schedules, once configured, execute automatically on the defined cycle. Administrators receive notifications for any payment exceptions requiring intervention. Ramp can provide performance reporting on payment execution, support response times, and platform uptime on a recurring basis upon VMI's request. Ramp's platform targets 99.9% uptime, with maintenance windows communicated in advance.

Section V.G — Regulatory Compliance



RFP Reference: Section V.G – Regulatory Compliance

Ramp's platform complies with applicable federal and Commonwealth of Virginia laws, NCAA payment processing requirements, FERPA, PCI DSS v4.0, tax reporting regulations relevant to 1099 issuance, and applicable privacy laws. Ramp's Privacy Policy covers GDPR and applicable U.S. privacy regulations. Data Processing Agreements are available upon request. Subprocessor documentation is available at trust.ramp.com.

Ramp will notify VMI promptly of any regulatory changes that may affect system capabilities or compliance posture. All personnel with access to VMI data undergo background screening and receive appropriate data protection training prior to engagement.

Section V.H – Optional / Value-Added Capabilities

RFP Reference: Section V.H – Optional / Value-Added Capabilities

The following value-added capabilities are available to VMI and are itemized here for evaluation purposes. Pricing for optional modules is provided separately in the Pricing Schedule.

Mobile Application

Ramp's iOS and Android applications give cadet-athletes visibility into their payment status, receipt submission, and account management from a mobile device. The mobile interface is designed for ease of use by individuals who may have limited prior experience with financial platforms.

Enhanced Analytics and Natural Language Reporting

Ramp's analytics layer supports natural language querying, allowing Finance and Athletics staff to ask questions in plain language and receive structured reports without building custom queries. This capability exceeds standard dashboard functionality and reduces the reporting burden on Finance staff during peak periods such as year-end close.

Communication and Workflow Notification Tools

Ramp supports workflow notifications via email and mobile push, and integrates with Slack for approval and status alerts to administrators. These tools reduce manual follow-up by automatically prompting recipients and approvers when action is required.

Financial Wellness and Compliance Education

Ramp can support cadet-athlete financial literacy through integration with educational resources and provides clear, athlete-facing documentation on payment timing, tax implications, and account management – directly relevant to VMI's responsibility to educate cadet-athletes on NIL income and tax obligations.

Section XI – Pricing Schedule



RFP Reference: Section XI – Pricing Schedule

Ramp's pricing for athletics revenue-share payment programs is structured based on program scope, payment volume, and the specific modules activated. For a program of VMI's profile — approximately \$900,000 in annual payment volume, 500–700 transactions per year, with the vendor operating independently of the ERP — Ramp offers competitive pricing that reflects the focused scope of the engagement.

Because this solicitation includes VASCUPP cooperative contract language (Section IV), Ramp can structure pricing to accommodate participation by other Virginia public institutions accessing the contract, with volume-based adjustments as additional institutions join. Pricing for cooperative participants is handled through usage reporting and mutual agreement per the cooperative contract terms, with semi-annual usage reports provided to VMI as the lead-issuing institution.

Specific fee structure details — including platform fee, per-transaction rates, and optional module pricing — are provided in the accompanying pricing outlined below. All commercial terms are subject to negotiation in accordance with VMI's award process. Ramp's enterprise sales team is available to discuss pricing directly with VMI's procurement and finance leadership.

Section VI.B.3 – Qualifications and Experience

RFP Reference: Section VI.B.3 – Expertise, Qualifications, and Experience

Ramp was founded in 2019 and has approximately six years of operating experience in payments and financial operations. The company serves over 55,000 businesses across multiple industries and segments, ranging from startups to global publicly traded enterprises. Ramp serves technology, healthcare, hospitality, and public sector industries including higher education athletics. Ramp has raised over \$2.3 billion in funding from Sequoia Capital, Founders Fund, Thrive Capital, GIC, T. Rowe Price, Goldman Sachs, and other leading investors. Ramp announced \$1 billion in annualized revenue and positive free cash flow in 2025.

In higher education athletics specifically, Ramp's platform is deployed at The University of Tennessee Athletics Foundation, which supports 20 varsity teams and uses Ramp for purchasing, bill pay, expense reconciliation, and approval workflow management. The foundation's executive director noted that Ramp provided the operational tools needed to function as a business-centric athletics department at a national championship level. Full customer story at ramp.com/customers.

Ramp's leadership team includes Eric Glyman (Co-Founder and CEO), Karim Atiyeh (Co-Founder and CTO), and Will Petrie (CFO). The implementation team assigned to VMI will include a named Customer Activation Lead, Technical Consultant, and Customer Success



Manager, with forward-deployed engineering support available for any configuration requirements specific to VMI's batch export and onboarding workflows.

Other - Pricing

Platform Fee (Annual)

- Typically ranges from \$5,000–\$25,000+ annually for NIL Bill Pay; other product modules may vary in Pricing and are included in this proposal, but may be offered as a value-added service.
- Pricing may be adjusted based on competitive dynamics, deal stage, and negotiation strategy

Per-Employee-Per-Month (PEPM)

- Typically ranges from \$12-18 per user per month, billed annually
- A “user” is any employee who logs into Ramp (cardholder, approver, submitter, etc.)

UNDERSTANDING OF REQUIREMENTS

OFFEROR: Ramp Business Corporation

RFP#: RFP #V211-26-050

Date: 3/23/26

The following question concerns specifications, Section (number) _____

Paragraph _____, page _____.

Ramp has no questions at this time, we acknowledge Addendum #1.

All responses to questions will be made by Addendum and posted to www.eVA.virginia.gov
Questions not submitted on this form WILL NOT BE ANSWERED.

Questions Submitted by: Kayla Medina

NAME

Ramp Business Corporation

ORGANIZATION

PHONE

proposals@ramp.com

EMAIL

E-Mail to: procurement@vmi.edu

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: Mason Melnick

ADDRESS: 28 West 23rd Street, Floor 2,

CITY/STATE: New York, NY 10010

TELEPHONE NUMBER: _____

FEDERAL ID NUMBER (FIN): _____

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:

 3/24/26
 SIGNATURE OF OFFEROR DATE

Please tell us how you received this solicitation:

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

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: _____

ADDRESS: _____

CONTACT
PERSON/PHONE#: _____

APPROXIMATE DOLLAR VOLUME PER YEAR: _____

PROJECTS/DATES/DESCRIPTION: _____

CLIENT: _____

ADDRESS: _____

CONTACT
PERSON/PHONE#: _____

APPROXIMATE DOLLAR VOLUME PER YEAR: _____

PROJECTS/DATES/DESCRIPTION: _____

CLIENT: _____

ADDRESS: _____

CONTACT
PERSON/PHONE#: _____

APPROXIMATE DOLLAR VOLUME PER YEAR: _____

PROJECTS/DATES/DESCRIPTION: _____

We're not able to share non-public references due to our status as a private company. That said, we've included a few publicly available references below above for context. As we move forward in the process, we're happy to coordinate and provide appropriate contact information if needed.

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

Definitions

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

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

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

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

Certification applications are available through SBSB online at www.sbsd.virginia.gov (Certification Division).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Instructions

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

Section A

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

Certification Number: _____

Expiration Date: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

J. PAYMENT:

1. To Prime Contractor:

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

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other

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

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

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

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

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

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- Z. **SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY:** This solicitation is set-aside for DSBSD-certified small business participation **only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation.** DSBSD-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Small Business and Supplier Diversity. DSBSD-certified women- and minority-owned businesses are also considered small businesses when they have received DSBSD small business certification. Small businesses must be certified by DSBSD not later than the solicitation due date.
- AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offers 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

ATTACHMENT F

DATA PROTECTION ADDENDUM

This Data Protection Addendum ("Addendum") is entered into as of 22 May 2026, by and between Ramp Business Corporation ("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) using industry-standard encryption protocols (TLS 1.2 or higher). 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 the International Organization for Standardization 27001 (ISO/IEC 27001) or a substantially equivalent information security management framework.

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 notify VMI without undue delay, and in any event within seventy-two (72) hours of confirming the occurrence of a Security Breach, 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 for reasonable and documented 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. Selected Firm's aggregate liability under this Section 6(b)(1) shall not exceed the greater of (i) three million dollars (\$3,000,000) or (ii) the total fees paid by VMI to Selected Firm under the Underlying Agreement(s) in the twelve (12) months preceding 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. Upon VMI's request, Selected Firm will provide a Certificate of Insurance (COI) evidencing the cyber liability coverage required under Section 6(b)(2).

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 maintain a current SOC 2 Type II attestation report (or substantially equivalent third-party security attestation) that covers the systems and controls used to process VMI Data. Selected Firm will provide VMI with a copy of the most recent report upon request, no more than once per twelve-month period. If the SOC 2 Type II report identifies material control deficiencies relevant to VMI Data, Selected Firm will promptly remediate such deficiencies and provide VMI with evidence of remediation upon request.

c. Additionally, Selected Firm will provide VMI upon request with the results of the above audit, as well as any vulnerability scans and penetration tests conducted as part of Selected Firm's ongoing security program 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.

RAMP BUSINESS CORPORATION

Guy Cartwright
Guy Cartwright (Jun 1, 2026 08:18:29 EDT)

Guy Cartwright

Vice President / General Manager

DATE: 01/06/2026

VIRGINIA MILITARY INSTITUTE

Dallas B. Clark

BG Dallas B. Clark

Deputy Superintendent, Finance and Support

DATE: 01/06/2026

END OF DOCUMENT.