

**VIRGINIA MILITARY INSTITUTE**  
Lexington, Virginia 24450

PROCUREMENT SERVICES OFFICE  
Phone 540-464-7323  
Fax 540-464-7669

**COMMONWEALTH OF VIRGINIA**  
**STANDARD CONTRACT**

Contract Number **V211-22-091**

This contract entered into this **8<sup>th</sup> day of August 2022** between, **EAB Global**, TIN **82-2931750**, hereinafter known as the "Contractor" and the Commonwealth of Virginia, hereinafter known as **Virginia Military Institute**.

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

**SCOPE OF CONTRACT:** The Contractor shall provide Targeted Marketing and Direct Contract services to Virginia Military Institute as set forth in the contract documents. Purchase orders must be issued by Virginia Military Institute and received by the Contractor before any services can be rendered.

**PERIOD OF PERFORMANCE:** **Start Date:** **8 August 2022** through **30 June 2027** with five (5) one-year renewal options remaining.

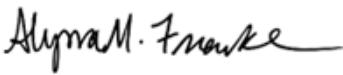
**COMPENSATION AND METHOD OF PAYMENT:** The Contractor shall be paid by Virginia Military in accordance with the Contract Documents and adherence to the *Virginia Prompt Pay Act*.

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


- (1) This signed contract form;
- (2) Virginia Military Institute's Request for Proposal V211-22-091 in its entirety;
- (3) Contractor's Signed Proposal dated 31 May 2022 including any subsequent submissions received from the Contractor through 31 May 2022;
- (4) The Commonwealth of Virginia's executed Standard Contract Addendum;
- (5) The Commonwealth of Virginia General Terms and Conditions together with any negotiated modifications of those General Terms and Conditions;
- (6) The Special Terms and Conditions together with any negotiated modifications of those Special Terms and Conditions (APPENDIX B dated 31 May 2022 and mutually agreed to with edits on 8 August 2022;

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

**CONTRACTOR:**

By:   
Alyssa Franklin  
For: EAB Global, Inc.  
Title: Executive Director

**PURCHASING AGENCY:**

By:   
COL Kathleen H. Tomlin, VCO, VCCO, CUPO  
For: Virginia Military Institute  
Title: Director of Procurement Services

VIRGINIA MILITARY INSTITUTE  
(VMI)

CONTRACTOR'S FORM ADDENDUM

CONTRACTOR NAME: \_\_\_\_\_

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

VMI and the Contractor are this day entering into a contract and, for their mutual convenience, the parties are using the standard form agreement provided by the Contractor. This Addendum is attached to and hereby made a part of the Agreement. (As used herein, the term "Agreement" means the Contractor's Contract Form, this Addendum and, when applicable, the VMI Purchase Order, together with any other addenda or exhibits constituting part of the written contract between the parties.)

The Contractor's form contract is, with the exceptions noted herein, acceptable to VMI. Nonetheless, because certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by VMI because VMI is an agency of the Commonwealth of Virginia, and in consideration of the convenience of using that form without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the Contractor's form contract, none of the following shall have any effect or be enforceable against VMI:

1. Requiring or stating that the terms of the Contractor's form agreement shall prevail over the terms of this addendum in the event of conflict;
2. Renewing or extending the Agreement beyond the initial term or automatically continuing the Agreement period from term to term;
3. Requiring VMI to maintain any type of insurance either for VMI's benefit or for the Contractor's benefit;
4. Requiring VMI to defend, indemnify or to hold harmless the Contractor for any act or omission, with the exclusion of those acts undertaken or performed by VMI;
5. Imposing interest charges or payment terms contrary to that specified by the Code of Virginia, Sections 2.2-4347 through 2.2-4355, Prompt Payment.
6. Requiring the application of the law of any state other than Virginia in interpreting or enforcing the Agreement or requiring that any dispute under the Agreement be resolved in the courts of any state other than Virginia;
7. Requiring any total or partial compensation or payment for lost profit or liquidated damages by VMI if the Agreement is terminated before its ordinary period;
8. Requiring that the Agreement be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of VMI before the Agreement is considered in effect;
9. Delaying the acceptance of the Agreement or its effective date beyond the date of execution;
10. Adding to the time period within which claims can be made or actions can be brought beyond the term of the contract;
11. Limiting the liability of the Contractor for property damage or personal injury;

12. Permitting unilateral modification of the Agreement by the Contractor;
13. Binding VMI to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
14. Obligating VMI to pay costs of collection or attorney's fees;
15. Requiring the waiver of a jury trial;
16. Granting the Contractor a security interest in property of VMI;
17. Requiring VMI to assign ownership to Contractor of any intellectual properties developed using VMI resources; VMI AGREED: The Parties agree that Contractor has ownership rights to the Services and Materials as defined in the Agreement.
18. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned agency representative to bestow or incur on behalf of VMI.
19. Requiring confidentiality or actions relating thereto, such as a requirement to provide notice of requests for information, that exceed what is expressly authorized by the Virginia Freedom of Information Act, §§ 2.2-3700 *et seq.*, or other Virginia state law.

This Agreement consisting of the VMI Purchase Order when applicable, this VMI addendum, and the Contractor's form contract constitute the entire agreement between the parties and may not be waived or modified except by prior written agreement between the parties. Notwithstanding anything contained in the Contractor's terms to the contrary, the terms of this Agreement shall supersede any subsequent or conflicting terms or conditions included in any standard click-through or shrink-wrap end user license agreement that may accompany a purchase. Any click-through or shrink-wrap agreement shall not bind VMI.

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

CONTRACTOR:

By: Allynn M. Franke

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

Date: \_\_\_\_\_

VIRGINIA MILITARY INSTITUTE:

By: [Signature]

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

Date: \_\_\_\_\_





May 31, 2022

Col. Kathleen Tomlin, VCO, VCCO, CUPO, Director  
Virginia Military Institute  
Procurement Services  
330 Parade Avenue, Smith Hall #314  
Lexington, VA 24450

***re: Requested Modifications to RFP Terms & Conditions***

Dear Col. Tomlin,

EAB Global, Inc. ("**Contractor**" or "**Contractor**") is pleased to respond to the Commonwealth of Virginia ("**the Commonwealth**") via the Virginia Military Institute's ("**VMI's**" or "**Institute's**") Request for Proposal(s) (the "**RFP**") for Targeted Marketing and Direct Contact Services (the "**Services**"). This letter contains Contractor's proposed changes to the terms and conditions included in the RFP and we agree to negotiate the terms of any agreement awarded under the RFP ("**Agreement**") in good faith.

1. Contractor requests addition of the following terms, which are specific to the types of Enrollment Services to be provided as requested in the RFP:
  - a. **VMI AGREED WITH EDITS - Commonwealth-Provided Data.** In connection with the provision of the Services, the Commonwealth, directly or indirectly (including from an End User (defined below)) may provide or make available to Contractor certain data, information, copyrights, trademarks, logos, service marks, specific media (prior to Contractor editing), and other intellectual property (collectively, "**C-P Data**"). The Commonwealth shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness (including having obtained any necessary consents or third party rights) relating to all C-P Data and the sharing of such data, and Contractor does not assume responsibility for unintended, objectionable, inaccurate, misleading, or unlawful C-P Data used in connection with the Services. Unless otherwise required in order to provide the Services, Contractor will have no obligation to archive, back up, or, following the term of the Agreement, retain, C-P Data, nor will Contractor have any liability for any loss or corruption of C-P Data. "**End Users**" means end users of the Services who are not Personnel, including, as applicable, students and prospective students of Commonwealth institutions. For the avoidance of doubt, visitors to a Platform (as defined below) site other than the Institute's website(s) shall not be deemed to be an End User for purposes of the Agreement, and data collected from such visitors shall not be deemed to be C-P Data for purposes of the Agreement.
  - b. **VMI AGREED WITH EDITS - Compliance with Laws.** Contractor represents, warrants and covenants that the compensation of its employees, subcontractors or other persons who perform any student recruitment activities for the Commonwealth (if any) under the Agreement is and will be in material compliance with Section 487(a)(20) of the HEA (20 U.S.C. § 1094(a)(20)), or any successor provision, and the regulations promulgated thereunder by the U.S. Department of Education (currently located at 34 C.F.R. § 668.14(b)(22)), (the "**Incentive Compensation Rules**"), to the extent applicable. In the event the Incentive Compensation Rules change during the term of the Agreement or the Department of Education revises or issues official guidance concerning such regulations such that, in either case, the calculation and payment of fees as structured under the Agreement is no longer feasible, the parties will promptly negotiate in good faith an amendment to the Agreement to comply with such change and to preserve, as nearly as practicable, the payment provisions and other economic benefits and terms of the Agreement. The Commonwealth and Contractor agree that the

Commonwealth is solely responsible for making final decisions about enrollments and enrollment targets for all campaigns.

The Commonwealth shall be responsible for obtaining and maintaining eligibility for student financial aid under Title IV of the HEA and the rules and regulations thereunder, for obtaining and maintaining all necessary state authorizations and approvals, and for maintaining all institutional and programmatic accreditations necessary to offer its programs. the Commonwealth shall promptly notify Contractor in writing and provide Contractor with copies of key communications from any accreditor or regulatory body in the event it is notified that any the Commonwealth approval, accreditation, or authorization is, or is threatened to be, materially modified, suspended or terminated.

To the extent the Services include marketing activities, Contractor shall send to the Commonwealth for its review and approval a proof of the final template for each communication (e.g., copy of an email and/or direct mail) prior to distribution of such communication. If the Commonwealth discovers any problems after issuing its approval, the Commonwealth will immediately notify Contractor and instruct Contractor on all necessary corrections. If there are any subsequent changes in the marketing communications or campaign details, the Commonwealth will review again according to the above procedure. The Commonwealth shall review all marketing materials created by Contractor for the Commonwealth to ensure that all such marketing materials are accurate, complete and in compliance with all applicable laws, rules and regulations, including, but not limited to, adherence with the U.S. Department of Education's misrepresentation regulations provided at 34 C.F.R. 668, Subpart F, any applicable Federal Trade Commission laws, regulations, or guidelines and all other consumer marketing laws and regulations. The Commonwealth will be solely responsible for: (a) the design of any marketing program created as part of the Services, including the user of the inquiries and Candidates, and its compliance with applicable laws, rules and regulations; (b) the content of any mailings to a prospective student or his/her families for completeness and accuracy.

The Commonwealth agrees to carry out, or cause to be carried out, the processing and awarding of all aspects of the financial aid process in compliance with federal regulations. The Commonwealth will exercise complete control of all aspects associated with the awarding of financial aid, including budget and disbursement schedules. It is understood and agreed that the Agreement does not render Contractor as a "Third Party Servicer" as that term is defined at 34 C.F.R. § 668.2 and Contractor is not subject to the requirements of 34 C.F.R. § 668.23 or 34. C.F.R. § 668.25. the Commonwealth shall not report or characterize Contractor to the U.S. Department of Education or any regulatory agency as such, and Contractor shall not undertake any work pursuant to the Agreement inconsistent with this section.

- c. **VMI AGREED - Cappex Inquiries and Cappex Candidates.** Subject to the execution of the Agreement, Contractor may license to the Commonwealth lead information concerning individuals who meet the criteria specified in the applicable Agreement ("**Cappex Inquiries**" or "**Cappex Candidates**", as applicable) solely in connection with and for the purpose of outreach and recruitment services related to the Commonwealth's academic programs and offerings as may be further described in the Agreement, and in compliance with applicable law (the "**Purpose**"). The Commonwealth may not, directly or indirectly, rent, license, sell, or otherwise transfer Cappex Inquiries or Cappex Candidates provided by Contractor to other third-party advertisers or lead aggregators, provided however, that the Commonwealth may share Cappex Inquiries information with its operational service providers who are engaged to assist the Commonwealth in carrying out the Purpose.
- d. **VMI AGREED - Ownership.** The Commonwealth hereby grants Contractor authorization to use C-P Data to the extent expressly authorized in these Terms. As between the parties, the Commonwealth owns the C-P Data. the Commonwealth hereby grants Contractor a non-exclusive right and license to use, reproduce, host, reformat, and create derivative works from, publicly display and otherwise exploit all or portions of the C-P Data: (a) in connection with providing the Services; (b) for internal

tracking, reliability testing and research purposes; and (c) in a manner that does not identify the Commonwealth for any lawful purpose in Contractor's discretion. The rights granted in the foregoing clauses (b) and (c) shall be perpetual and shall survive the termination or expiration of this Agreement. As between the parties, Contractor owns all right, title and interest in and to the research, research results, tools, artwork, copy, concepts, methods, analyses, reports, improvements, developments, or other materials or information relating to the Services (including, without limitation, any derivative works from the C-P Data or other materials based on or incorporating C-P Data, except for the C-P Data therein) (collectively, the "**Materials**"), the Services, the know-how, techniques or procedures used or acquired in creating the Materials or performing the Services, and any derivative works of any of the foregoing. Except as stated in these Terms, no right, license, permission, or interest of any kind in the Services or the Materials is intended to be given, transferred to, or acquired by the Commonwealth by the Agreement. The Commonwealth is authorized to use the Services or the Materials only to the extent expressly authorized in these Terms. Upon termination or expiration of the Agreement, the Commonwealth's rights to and its use of the applicable Services and the Materials shall promptly cease, except that the Commonwealth may continue to use any Materials solely for internal purposes. Upon request, the Commonwealth shall return any Materials if the continued use thereof would be prohibited under this Agreement.

To the extent the Commonwealth enrolls in additional Contractor programs (each, an "**Additional Program**"), C-P Data collected or processed by Contractor may be combined with the C-P Data collected or processed hereby as may be expressly directed by the Commonwealth to the extent allowed by law.

- e. **VMI AGREED WITH EDIT - Ownership of Certain Materials.** The definition of Materials as set forth in the Agreement shall also include (i) the components displayed by Contractor on behalf of the Commonwealth (except the C-P Data therein) on any Platform (as defined below), including without limitation, (i) taxonomy, graphics, icons, logos, buttons and aggregated data compilations; (ii) any photographs, 360 degree panoramas, videos and other media specific to the Commonwealth edited by Contractor whether or not such original media was created by Contractor or supplied by the Commonwealth ("**Edited Media**"); (iii) log files, event data, GPS data, cookies, clear gifs, scripts and other technologies used by Contractor in the course of providing the Services and any related data collected, (iv) any and all software used to provide virtual experiences on any Platform, (v) any and all Cappex Inquiries and Cappex Candidates, and (vi) any trademarks, logos and service marks of Contractor displayed on any Platform. the Commonwealth may not modify, decipher, decompile, disassemble, reverse engineer, distribute, transmit, republish, display or perform any of the Materials (i) except as expressly authorized in the Agreement, or (ii) without Contractor's prior written consent. Contractor may use any ideas, concepts, know-how or techniques regarding improvements or additions to the Services provided by the Commonwealth. For purposes of this Supplement, "**Platform**" shall mean any site to which the Services are posted, including (i) [www.eab.com](http://www.eab.com); (ii) [www.youvisit.com](http://www.youvisit.com); (iii) [www.cappex.com](http://www.cappex.com) or [www.collegegreenlight.com](http://www.collegegreenlight.com); (iv) the Commonwealth's website, mobile applications and/or online services; (v) any website or mobile applications hosted by Contractor on behalf of the Commonwealth; and (vi) any Contractor partner or affiliate website.
- f. **VMI AGREED WITH EDIT - FERPA.** (a) Subject to subsection (b), and to the extent that Contractor receives from the Commonwealth or otherwise has access to, on behalf of the Commonwealth, personally identifiable information from a student education record (collectively, "**Student Records**"), Contractor agrees to maintain such Student Records in accordance with the requirements of the Family Educational Rights and Privacy Act, 20 USC § 1232g, and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time (collectively "**FERPA**"). (b) the Commonwealth agrees (i) that Contractor is performing for the Commonwealth an institutional service or function for which the Commonwealth would otherwise use its employees, (ii) that the Commonwealth will retain control over all education records provided to Contractor, and (iii) that the Commonwealth is responsible for complying with FERPA, including with respect to the annual notification requirement (34 C.F.R. § 99.7) and with respect to providing Student Records to Contractor.

- g. **VMI AGREED WITH EDIT - Limitations on Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL CONTRACTOR OR ITS PERSONNEL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR EXEMPLARY LOSS, DAMAGE, OR EXPENSE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, UNDER ANY THEORY OF LIABILITY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF CONTRACTOR AND ITS PERSONNEL RELATING A PARTICULAR PROGRAM SHALL NOT EXCEED THE AMOUNT PAID BY THE COMMONWEALTH TO CONTRACTOR FOR SUCH PROGRAM IN THE 12 MONTH PERIOD BEFORE THE CLAIM, LIABILITY OR EXPENSE WITH RESPECT TO SUCH PROGRAM AROSE, EXCEPT TO THE EXTENT FINALLY JUDICIALLY DETERMINED TO HAVE RESULTED FROM CONTRACTOR'S BAD FAITH OR INTENTIONAL MISCONDUCT. IN ADDITION, CONTRACTOR WILL NOT BE LIABLE IN RESPECT OF THE FOLLOWING: (A) ANY DECISIONS MADE BY THE COMMONWEALTH AS A RESULT OF THE PERFORMANCE OF THE SERVICES OR AS A RESULT OF ANY TRANSACTIONS MADE IN RELIANCE UPON ANY OF THE MATERIALS; (B) THE COMMONWEALTH'S MISUSE OF THE SERVICES, THE MATERIALS, OR OTHER DATA PROVIDED TO THE COMMONWEALTH IN CONNECTION WITH THE PROGRAM; (C) ANY CLAIMS BY ANY THIRD PARTY IN CONNECTION WITH C-P DATA OR OTHER INFORMATION UNLAWFULLY DISCLOSED TO CONTRACTOR BY THE COMMONWEALTH.
- h. **VMI AGREED WITH EDIT - Confidentiality; Reference.** Except as required by law or as reasonably necessary in the performance of the Services or as otherwise agreed to by the Commonwealth in the Agreement or in a separate writing, Contractor will keep confidential any and all C-P Data. Notwithstanding the foregoing, the Commonwealth agrees that Contractor shall not be obligated to maintain the confidentiality of C-P Data that is known to Contractor prior to receiving the C-P Data from the Commonwealth or that becomes known (independently of disclosure by the Commonwealth) directly or indirectly from a source other than one having an obligation of confidentiality to the Commonwealth or that is independently developed by Contractor. The Commonwealth agrees that Contractor may collect aggregated statistical data regarding the Commonwealth's use of the Services and provide such aggregated statistical data to third parties.

The Materials are confidential to Contractor and its suppliers, if any. Thus, the Commonwealth shall not disseminate to, or permit the use of, and shall take reasonable precautions to prevent such dissemination or use of, the Materials by any of its Personnel to any third party without the express prior written consent of Contractor. In addition, except as required by law, the Commonwealth shall not disclose the fees charged by Contractor to the Commonwealth to any third party, other than its Personnel or professional services providers (e.g., accountants or legal counsel) who need to know such information in order to provide their respective professional services to the Commonwealth and, in each case, are bound by confidentiality obligations to the Commonwealth. The Commonwealth shall not remove from the Materials any confidential markings, copyright notices and other similar indicia therein and shall not create any derivative works thereof. "**Personnel**" means a party's officers, directors, trustees, employees and agents. Notwithstanding the foregoing, a party may disclose C-P Data and the Materials to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (y) to establish a party's rights under the Agreement, including to make such court filings as it may be required to do.

Contractor may use the Institute's name on a list of organizations in Contractor programs.

- i. **VMI AGREED WITH EDIT - Warranties.** Contractor represents and warrants that it will provide the Services in a professional and workmanlike manner. the Commonwealth represents and warrants that (a) its signatory is authorized to enter into this Agreement behalf of the Commonwealth, and (b) (i) its provision of C-P Data and (ii) its and its Authorized Users' receipt of and access to the Services

(including the Software and C-P Data and other data and information made available through the Software) will not violate any of its obligations to third parties or violate any applicable laws, (c) it shall comply with the Children's Online Privacy Protection Act (COPPA) and shall not provide C-P Data to Contractor collected by the Commonwealth in violation of COPPA, and (d) it has obtained all necessary third party consents and authorizations to provide the C-P Data and for such C-P Data to be used in the manner contemplated by the Agreement, including consents or authorizations pursuant to FERPA. Contractor makes no warranty, representation, endorsement, or guarantee regarding, and accepts no responsibility for, the quality, content, nature, or reliability of such C-P Data [or any products or services derived therefrom. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND THE MATERIALS ARE PROVIDED "AS IS," AND CONTRACTOR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES AND THE MATERIALS AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, AND NON-INFRINGEMENT. CONTRACTOR DOES NOT WARRANT THAT THE SERVICES WILL MEET THE COMMONWEALTH'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS AND CONTRACTOR IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

- j. **VMI AGREED WITH EDIT - Data Processing Addendum.** The Data Processing Addendum attached hereto as Exhibit A ("**DPA**") and incorporated herein by reference is applicable to the Agreement if the Processing (as defined in the DPA) of Personal Data (as defined in the DPA) is subject to the General Data Protection Regulation ("**GDPR**"), only to the extent that (i) the Commonwealth is the Controller (as defined in the DPA) of Personal Data and Contractor is a Processor of Personal Data, and (ii) the Services involve the Processing of C-P Data related to individual that at the time of Processing is located in a jurisdiction subject to the GDPR.

- 2. Given the regulatory and compliance obligations of each party with respect to Advancement Marketing Services, Contractor strongly recommends that all parties that may purchase Advancement Marketing Services under this RFP agree to contract under the terms of the Service Agreement, attached hereto as Exhibit B (the "Service Agreement"), to ensure each party's compliance with all applicable non-profit fundraising regulations.

For all potential Advancement Marketing Service agreements, Contractor requires addition of the following terms which are stated in the attached Service Agreement, and incorporated hereto by reference, which are specific to the types of Advancement Marketing Services to be provided as requested in the RFP:

- a. Section I(B), EAB's Services.
  - b. Article IV, State Registration and Compliance Service Dates.
  - c. Section 2 of the Service Agreement Terms and Conditions, Responsibilities.
  - d. Section 4 of the Service Agreement Terms and Conditions, Proprietary Rights.
  - e. Section 5 of the Service Agreement Terms and Conditions, Warranties and Disclaimers.
  - f. Section 6 of the Service Agreement Terms and Conditions, Limitation of Liability.
  - g. Section 7 of the Service Agreement Terms and Conditions, Confidentiality and Nondisclosure.
  - h. The State Registration Compliance Terms and Conditions in their entirety.
- 3. In addition, Contractor requests the following modifications to the General Terms and Conditions in the RFP:
    - a. **VMI AGREED WITH EDIT - J. Payment.** Please add the following language to the end of this provision:

Overdue payments are subject to a late payment charge, which is compounded monthly, calculated at the lesser of (x) a rate of 1% per month or (y) the maximum amount permitted by law. The Commonwealth will be responsible for all costs and expenses incurred by Contractor in collecting any fees or other sums owed by the Commonwealth. If the Commonwealth fails to pay undisputed amounts in accordance with the Agreement, Contractor shall have the right, in addition to any of its other rights or remedies, to suspend the Services, without liability to the Commonwealth, until such amounts are paid in full.

- b. **VMI AGREED - N. Assignment of Contract.** Please replace this provision in its entirety with the following assignment provision, which is mutual:

Assignment. Neither party may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, assignment by operation of law shall not require consent of the non-assigning party. This Agreement shall be binding upon the parties and their respective successors and permitted assigns.

- c. **VMI AGREED - Z. Availability of Funds.** Please strike this provision in its entirety and replace with the following language, which preserves the Commonwealth's right to terminate for lack of funding while providing Contractor with some protections:

The Commonwealth represents and warrants that funds sufficient to meet all financial obligations hereunder for the first year of the contract term have been allocated and are available. Further, Contractor agrees and understands that from the first anniversary of the start date of the contract term, the financial obligations of the Commonwealth to continue hereunder are conditioned upon the appropriation of funds on an annual basis, which is not controlled by the the Commonwealth. In the event that the entities controlling such funding fail to appropriate funds within five percent (5%) of the previous contract year's appropriation and the Commonwealth has determined, in the Commonwealth's sole discretion, that there are insufficient funds available to cover the Commonwealth's obligation for the upcoming year of the contract term under this Agreement, the Commonwealth shall have the right to terminate this Agreement for the upcoming year of the contract term without damage, penalty, cost, or further obligation, provided: (i) the Commonwealth has notified Contractor in writing of its intention to exercise such option at least ninety (90) days in advance of such anniversary of the start date of the contract term; and (ii) the Commonwealth has provided sufficient documentation of such decrease in appropriation of funds.

4. Additionally, Contractor requests the following modifications to the Special Terms and Conditions of the RFP:

- a. **VMI AGREED - 2 Audit.** Please add the following language to the end of this provision:

Notwithstanding the foregoing, any audit shall be conducted: (a) with at least ten (10) days' advance notice; (b) at the Commonwealth's expense; (c) during Contractor's normal business hours; and (d) not more than one (1) time per year. Furthermore, Contractor shall have the right to exclude from such audit any of its confidential or proprietary information which was not otherwise provided to the Commonwealth as part of the Services, and the results of any audit shall be subject to the confidentiality provisions of the Agreement or a mutual non-disclosure agreement, if applicable.

- b. **VMI AGREED - 4. Cancellation of Contract.** Please delete this provision in its entirety as Contractor cannot agree to a termination for convenience. Contractor proposed the following provision to govern mutual termination rights under this Agreement.

Termination. Except as otherwise provided herein, the Agreement may only be terminated by a party upon written notice to the other party if such other party (a) fails to perform any material obligation



required of it under the Agreement, as applicable, and such failure is not cured within 60 days of receipt of written notice thereof, or (b) files a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, and such petition, action or filing is not dismissed within 60 days of such filing, or is adjudicated a bankrupt concern. Upon an undisputed termination pursuant to clause (a) of the preceding sentence by (i) Contractor, all fees due to Contractor under the Agreement shall promptly become due and payable and (ii) the Commonwealth, Contractor will waive (or refund, as applicable) a pro-rata portion of any prepaid fees for the Services (i.e., fees due for the Services to be performed after the termination date) and, in each case, Contractor will be released from any further obligation to provide the applicable Services.

- c. **VMI AGREED - 5 Confidentiality of Personally Identifiable Information.** Please delete "immediately notify VMI" and replace with "notify VMI within 72 hours of discovery of." Please delete "Contractors shall allow VMI to both participate in the investigation of incidents and exercise control over decisions regarding external reporting."

- d. **VMI AGREED - 10 Indemnification** If Contractor is to agree to an indemnity, it needs to be standard language tailored to the services and acceptable to our insurance company. Please replace in its entirety as follows:

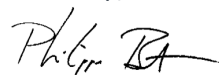
**Indemnification.** Contractor will indemnify, defend and hold harmless the Commonwealth and its personnel from any and all third party claims, liabilities and expenses arising from any infringement, misappropriation, or other violation by the Services of any United States patent, copyright, trademark, service mark, or trade secret right of a third party; provided that the Commonwealth used the Services in accordance with the terms of the Agreement and consistent with the purpose for which they were provided to the Commonwealth. Contractor shall have no liability for any claim of infringement based on (a) Services which have been modified by the Commonwealth or any third party on the Commonwealth's behalf, (b) the Commonwealth's use of the Services in connection with data, including C-P Data, where use with such data gave rise to the infringement claim, or (c) the Commonwealth's use of the Services with third party software or hardware, where use with such other software or hardware gave rise to the infringement claim. Should the Services become, or in Contractor's opinion are likely to become, the subject of a claim of infringement, Contractor may, at its option, (x) obtain the right for the Commonwealth to continue using the Services, (y) replace or modify the Services so they are no longer infringing, or (z) if neither of the foregoing options is commercially reasonable, terminate the right of the Commonwealth to use the affected Services. Upon such termination, Contractor will refund to the Commonwealth, as the Commonwealth's sole remedy for such termination, any fees paid for Services to be provided following the effective termination date. This Section states Contractor's entire liability with respect to any claim of infringement regarding the Services.

- e. **VMI AGREED - 12 Subcontracts.** Please delete this provision in its entirety and replace with the following language:

**Subcontracts.** In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall remain fully liable and responsible for the work to be done by its subcontractor and shall assure compliance with all requirements of the contract.

Please do not hesitate to contact us with any specific questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Philippe Best". The signature is fluid and cursive, with the first name "Philippe" written in a larger, more prominent script than the last name "Best".

**Philippe Best**, *Senior Strategic Leader*  
(800) 899-7227 x20730, [PBest@eab.com](mailto:PBest@eab.com)



## **VMI AGREED WITH EDITS**

### **DATA PROCESSING ADDENDUM**

### **EXHIBIT A**

This Data Processing Addendum (“**Addendum**”) supplements and amends the Agreement with regards to the processing of EU Personal Data. This Addendum applies to Vendor’s processing of Personal Data provided by University to Vendor. Except as expressly stated otherwise, in the event of any conflict between the terms of this Addendum, including any policies or appendices referenced herein, and the Agreement, the terms of this Addendum shall take precedence. Capitalized terms not otherwise defined herein will have the meanings given to them in the Agreement.

#### **I. Definitions:**

- a. **Data Protection Legislation:** all applicable legislation relating to the protection and processing of Personal Data in any relevant jurisdiction, including (without limitation): the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018, the ePrivacy Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003, or any other legislation which implements any other current or future legal act of the European Union concerning the protection and processing of personal data and any national implementing or successor legislation), and including any amendment or re-enactment of the foregoing;
- b. **Personal Data:** has the meaning given to it in the Data Protection Legislation and relates only to personal data, or any part of such personal data, in respect of which Vendor is a processor in connection with the performance of its obligations under the Agreement; and
- c. **“Data Subject”, “processing and process”, “Supervisory Authority”, “controller”, “processor” and “appropriate technical and organisational measures”** shall have the meanings given to them in the Data Protection Legislation.

#### **II. Instructions**

- a. Vendor will comply and will procure that its employees, agents and subcontractors comply with their respective obligations under the Data Protection Legislation and will not do or omit to do anything that would cause University to breach their obligations under the Data Protection Legislation.
- b. The parties acknowledge and agree that for the purposes of the Data Protection Legislation, University is the controller and Vendor is the processor of the Personal Data. Each Program Order Form sets out the scope, nature and purpose of processing by Vendor, the duration of the processing and the types of personal data and categories of Data Subject. In no circumstances shall Vendor be entitled to process the Personal Data for its own purposes.

#### **III. Obligations on University**

In relation to the processing of Personal Data, University confirms, represents and warrants that it acts as a controller and that it shall:

- a. comply with Data Protection Legislation when processing Personal Data, and shall only give lawful instructions to Vendor;
- b. rely on a valid legal basis under Data Protection Legislation in order to process the Personal Data and share the Personal Data with Vendor, including obtaining Data Subjects’ consent if required or appropriate under Data Protection Legislation;
- c. obtain appropriate consents from Data Subjects for the purposes of direct marketing activities (whether conducted by the Company or the Customer) and provide the necessary opportunity for Data Subjects to opt-out of such processing, in accordance with applicable Data Protection Legislation;
- d. provide appropriate notice to the Data Subjects regarding the processing of Personal Data, in a timely manner and in accordance with the requirements of the applicable Data Protection Legislation;
- e. take reasonable steps to ensure that Personal Data is accurate, complete and up to date, is limited to what is necessary for the purposes of the processing and is kept in a form which permits identification of Data Subjects for no longer than is necessary for the purposes for which the Personal Data is processed, unless a longer retention period is required or permitted under applicable EU or Member State law;
- f. implement appropriate technical and organisational measures to ensure, and to be able to demonstrate that the processing of Personal Data is performed in accordance with applicable Data Protection Legislation; and
- g. cooperate with Vendor to fulfil their respective data protection compliance obligations in accordance with Data Protection Legislation.

#### IV. Obligations on Vendor

In processing Personal Data on behalf of University, Vendor acting as processor shall:

- a. only act on the instructions of University as set out in the Agreement or as otherwise documented by University, unless any EU or Member State law requires otherwise, in which case, Vendor shall promptly notify University of such legislative requirement before processing University's Personal Data (unless Vendor is barred from notifying University under any EU or Member State law);
- b. implement and maintain at all times during the term of the Agreement appropriate technical and organisational measures to protect University's Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and against all other unlawful forms of processing, in each case, taking into account applicable requirements under the Data Protection Legislation, and shall continue to comply with them during the term of the Agreement;
- c. grant access to the Personal Data to persons authorized to process the Personal Data, including but not limited to: (i) employees who require access to the Personal Data to enable Vendor to perform its obligations under the Agreement; and (ii) subject to Clause IV(e), Vendor contractors, agents, outsourcers, and approved subcontractors who require access to the Personal Data to enable Vendor to perform its obligations under the Agreement (the "**Authorized Persons**") and, shall in each case, ensure such Authorized Persons have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality in respect of the Personal Data;
- d. transfer the Personal Data to, or process the Personal Data in, any country outside the European Economic Area where necessary to perform its obligations under the Agreement, and shall do so in accordance with Data Protection Legislation. University hereby authorizes such cross-border transfer of Personal Data and confirms, represents and warrants that it shall comply with any applicable requirements under Data Protection Legislation in respect of such transfers;
- e. not engage any sub-processor of the Personal Data without a general written authorization of University, attached hereto as Attachment A, and Vendor shall inform University of any intended changes concerning the addition or replacement of other sub-processors, to give University the opportunity to object;
- f. as requested by University, provide reasonable assistance to University (at University's cost) with responding to any request from a Data Subject, and shall provide reasonable assistance to University in relation to University's compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, data protection impact assessments and consultations with Supervisory Authorities;
- g. at University's written request, Vendor shall, and shall instruct all Authorized Persons to, (at University's election), delete or return, to the extent technically possible, all Personal Data to University (and delete all existing copies), unless it is necessary for Vendor to retain one copy of the Personal Data to comply with any EU or Member State law; and
- h. maintain and make available to University, on University's request, all information necessary to demonstrate its compliance with this Addendum and allow for audits and inspections by University or University's designated auditor on reasonable written notice.

**ATTACHMENT A**  
**GENERAL AUTHORIZATION OF SUB-PROCESSORS**

Data Processor is authorized by Data Controller to engage the following types of sub-processors when it is processing personal data on behalf of Data Controller and such data is subject to GDPR:

For any Vendor Enrollment Services Program:

- Data storage provider
- Data entry and verification providers
- Cloud communication provider to send and receive text messages
- Display advertising platform
- Marketing automation platform
- Business intelligence and reporting platform
- Payment processor for application and deposit fees
- Print and mail shops
- For adult learner recruitment programs only, data integration platform

For any Vendor Technology Program

- Data storage and data lake providers
- Help center and service desk support providers
- User experience analysis
- Marketing automation platform
- Analytics dashboard provider
- Contracted developers

For any Vendor Agency Program

- Data storage and data lake providers
- Business intelligence and reporting platform

## Exhibit B

### Service Agreement for CLIENT NAME EAB Advancement Marketing Services Fiscal Years 20\_ through 20\_

This Service Agreement dated DATE ("**Effective Date**") by and between Advancement Services, LLC, a wholly-owned subsidiary of EAB Global, Inc. ("**EAB**") and CLIENT NAME ("**Client**" or "**you**") (each of EAB and Client, a "**Party**" and collectively, the "**Parties**") describes the services to be performed by EAB, pursuant to this Service Agreement and the Terms & Conditions attached to this Service Agreement (collectively, the "**Agreement**") for the Fiscal Years 20\_ and 20\_. In the event of any conflict between a term or condition set forth in this Service Agreement and a term or condition set forth in the Terms & Conditions, the term or condition set forth in the Service Agreement will control. All capitalized terms used and not expressly defined in this Service Agreement will have the meanings given to them in the Terms & Conditions.

#### I. Agreement Term and Services Descriptions

- A. Agreement Term.** This Agreement will start on DATE and end on DATE unless extended by written agreement signed by both Parties.
- B. EAB's Services.** EAB will not at any time solicit funds, assets, or property for charitable purposes, receive or control funds, assets, or property solicited for charitable purposes, or employ, procure, or engage any compensated person to solicit, receive, or control funds, assets or property for charitable purposes. EAB will not have custody or control of contributions from donors at any time. Client exercises control and approval over the content, volume and frequency of all solicitations. Client was formed and operates to\_\_\_\_\_.

Funds received as a result of any campaigns under this Agreement will be used to further the purposes of the charitable institution and to pay for expenses. The geographic area where services under this Agreement will take place is worldwide.

[EAB WILL PROVIDE THE SERVICES AS SET FORTH IN RFP PROPOSAL.]

#### II. Investment Summary

The estimated postage and media costs are based on then-current available postage and media rates. In the event actual postage and/or media costs are greater than the estimated postage and/or media costs, EAB will invoice Client for the difference. Estimated postage and/or media costs in excess of the actual postage and/or media costs will be applied as credit to other services in the current or next fiscal year as agreed upon by EAB and Client, unless client requests a refund of such excess postage and/or media costs. If Client asks EAB to contact additional donors, then the cost per thousand for contacting these additional donors will be \_\_\_\_\_. The cost for contacting additional non-donors is \_\_\_\_ per thousand.

#### III. Payment Terms

Payments are due 30 days from receipt of invoice.

#### IV. State Registration Compliance and Service Dates

EAB acknowledges that it is current and will remain current with all appropriate licenses/registrations in all such states requiring registration throughout the term of this Agreement. Similarly, Client acknowledges that it is current and will remain current with all appropriate licenses/registrations in all such states requiring registration throughout the term of this Agreement. In addition, EAB and Client will comply with all State Registration Compliance terms found at [www.eab.com/AMSTerms](http://www.eab.com/AMSTerms), which are incorporated and part of this Agreement, and which contain additional language required under applicable charitable solicitation laws.

The following specifies the start and/or commencement date that some states require for registration compliance. End dates for services under this Agreement for the states listed below are as stated below, unless extended in each state.

(1) For the purposes of the State of California, the following shall apply:

This Agreement will commence on DATE within the State of California and will terminate on DATE unless extended. Services will commence with respect to solicitation of contributions on DATE.

(2) For the purposes of the State of New York, the contract shall be modified to add the following section:

The New York State identification number for EAB is 42-25-89.

The New York State identification number for Client is \_\_\_\_\_.

Contract will commence on DATE within the State of New York.

Contract will terminate on DATE unless extended within the State of New York.

(3) For the purposes of the State of Mississippi, the following shall apply:

Client's solicitation activity under this Agreement is to commence on DATE within the State of Mississippi or ten working days after the contract is received by the Office of the Secretary of State.

Solicitation activity and the contract will terminate on DATE unless extended, within the State of Mississippi.

(4) For the purposes of the Commonwealth of Pennsylvania, the following shall apply:

Services under the terms of the Agreement with respect to solicitation of contributions in the Commonwealth will commence on DATE or ten (10) working days after the Agreement is received by the Department of State, Bureau of Charitable Organizations and/or is approved by the Department of State Bureau of Charitable Organizations.

Services and this Agreement will terminate on DATE unless extended within the Commonwealth of Pennsylvania.

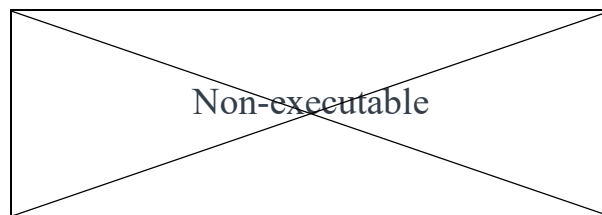
(5) For the purposes of South Carolina, the following shall apply:

The South Carolina Registration Number for EAB is P25814.

The South Carolina Registration Number for Client is \_\_\_\_\_.

***Two signatures from each Party are required to comply with various state registration requirements.***

**ACKNOWLEDGED AND AGREED**



## TERMS & CONDITIONS

These Terms & Conditions, together with the Agreement to which these Terms & Conditions are attached (including any attachments or subsequent amendments thereto, the "**Service Agreement**"), constitute a binding agreement (the "**Agreement**") between the entity names in the Service Agreement (the "**Client**" or "**you**") and Advancement Services, LLC, a wholly-owned subsidiary of EAB Global, Inc. ("**EAB**" or "**we**"), effective as of the date set forth on the Service Agreement ("**Effective Date**") regarding the services set forth on such Service Agreement (the "**Services**"). In the event of a conflict between any term set forth in the Service Agreement and any term or condition set forth in these Terms & Conditions, the term set forth in the Service Agreement shall control.

### 1. GENERAL TERMS AND CONDITIONS

1.1. Fees. Fees for Services ("**Fees**") are set forth in the Service Agreement. Client will be responsible for payment of any applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (other than taxes based on EAB's income), and any related penalties and interest for the grant of the Services hereunder. If Client is tax exempt and provide EAB with a valid tax exempt certificate issued by the relevant taxing jurisdiction, EAB will not charge Client any taxes that Client is not obligated to pay. Client will make all required payments to EAB free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments to EAB will be Client's sole responsibility, and Client will, upon EAB's request, provide EAB with official receipts issued by appropriate taxing authorities, or such other evidence as EAB may reasonably request, to establish that such taxes have been paid.

1.2. Payment. Fees are due in full within thirty (30) days of invoice date. EAB's obligation to furnish Services (or to continue to furnish Services) is conditioned on Client's timely payment of invoiced amounts. Any past due balance will be subject to interest at the lower of the monthly rate of one percent (1%) per month or the highest rate permitted by law. Client will be responsible for all costs and expenses incurred by EAB in collecting any Fees or other sums owed by Client. In the event any invoice remains unpaid for thirty (30) days or more, EAB reserves the right to terminate this Agreement or suspend the provision of any Services until the account is brought current.

### 2. RESPONSIBILITIES

2.1. EAB Responsibilities. EAB agrees to furnish the Services described in the Service Agreement. Any additional Services shall be set forth in additional Service Agreement(s) signed by both Parties.

2.2. Client Responsibilities. Client shall provide EAB with all information and data reasonably required by EAB to perform services and furnish Services to Client. Specifically, Client will be solely responsible for: (a) the accuracy and completeness of the Client Materials (as defined below); (b) the design of any marketing campaign created as part of the Services and its compliance with applicable laws, rules and regulations; and (c) the content of any mailings to a prospective student, alumni, or his/her families for completeness, accuracy and compliance with applicable laws, rules and regulations.

2.3. Review of Marketing Materials. EAB shall send to Client for its approval a proof of the final communication template for each mailing (e.g., emails and/or direct mail). If Client discovers any problems after review, Client will immediately notify EAB. If there are any subsequent changes in the marketing communications or campaign details, Client will review again according to the above procedure. Client shall review all marketing materials created by EAB for Client to ensure that all such marketing materials are accurate, complete and in compliance with all applicable laws, rules and regulations, including, but not limited to, adherence with the U.S. Department of Education's misrepresentation regulations provided at 34 C.F.R. 668, Subpart F, any applicable FTC guidelines and other consumer marketing laws and regulations.

### 3. TERM

3.1. Term. This Agreement shall be in effect as of the Effective Date and, unless terminated as set forth herein, will continue until all Services have been furnished pursuant to the Service Agreement (the "**Term**").

3.2. Termination for Breach. Either Party may terminate this Agreement immediately upon written notice in the event that the other Party materially breaches the Agreement and thereafter has failed to cure such breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the terminating Party) within thirty (30) days after receiving written notice thereof.

3.3. Upon Termination. Upon expiration or termination of this Agreement, (a) Client will pay all outstanding invoices or amounts owing to EAB and (b) the following Sections will survive: 3.3, 4, 5, 6, and 8.

### 4. PROPRIETARY RIGHTS

4.1. Client Materials. As between the Parties, Client will own all data provided to EAB under a Service Agreement, including any admissions and financial aid data Client provides to EAB ("**Client Data**"). Client will also own all right, title and interest in and to all other content and materials, including any copyrights, trademarks, service marks, data, and other intellectual property Client may provide to EAB in order to allow EAB to provide the Services to Client under the terms of this Agreement and the applicable Service Agreement ("**Client Materials**"). Client grants to EAB a worldwide, non-exclusive, right and license to store, reproduce, modify, perform, display, distribute and utilize the Client Data and Client Materials: (a) to provide the Services; (b) for internal tracking, reliability testing and research purposes; and (c) in a manner that does not identify Client for any lawful purpose in EAB's discretion. The rights granted in the foregoing clauses (b) and (c) shall be perpetual and shall survive any termination or expiration of this Agreement.

4.2. Ownership of Services. As between the Parties, EAB owns all right, title and interest in and to all Services (excluding any Client Data and Client Materials therein), as well as all products and services, including all hardware, systems, software, artwork, copy, concepts, techniques, and other intellectual property EAB uses to provide services and furnish Services hereunder, and any derivatives thereto. Client is authorized to use the Services only to the extent expressly authorized in these Terms & Conditions during the Term of this Agreement. Upon termination of this Agreement, Client's rights to and its use of the applicable Services shall promptly cease.

4.3. No Other Licenses. Except for the license and other rights granted to EAB under this Agreement, EAB claims no ownership or control

over, and shall have no liability with respect to, any Client Materials or Client Data.

## **5. WARRANTIES AND DISCLAIMERS**

5.1. Limited Warranty. EAB warrants that the services to be provided under this Agreement shall be performed in a professional manner conforming to generally accepted industry standards and practices.

5.2. Client Data Warranty. Client warrants that Client has or will have all necessary rights, and has obtained any necessary third party consents, authorizations or permissions required, to provide the Client Data to EAB for such Client Data to be used in the manner contemplated by this Agreement.

5.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND DELIVERABLES ARE PROVIDED "AS IS," AND EAB MAKES NO (AND HEREBY DISCLAIMS ALL) WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

## **6. LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE OR RESPONSIBLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, WHICH THE OTHER PARTY MAY INCUR, EXPERIENCE OR CLAIM (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, PROFITS, USE OF MONEY OR USE OF SERVICES, INTERRUPTION IN USE OR AVAILABILITY OF DATA, LOST BUSINESS, LOST OPPORTUNITY, WORK STOPPAGE OR OTHER IMPAIRMENT OF ASSETS) ARISING OUT OF ANY ALLEGED BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, ON ACCOUNT OF ENTERING INTO OR RELYING ON THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EAB'S TOTAL LIABILITY FOR ANY CLAIM UNDER THIS AGREEMENT FROM ANY AND ALL CAUSES SHALL BE LIMITED TO AND SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY YOU TO EAB FOR THE DELIVERABLES AND/OR SERVICES RELATED TO SUCH CLAIM DURING THE ONE-YEAR PERIOD PRIOR TO THE CAUSE FOR SUCH CLAIM, REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTIONS MAY BE BROUGHT, AND ANY SUCH DAMAGES SHALL CONSTITUTE YOUR SOLE AND EXCLUSIVE REMEDY.

## **7. CONFIDENTIALITY AND NONDISCLOSURE**

7.1 Confidentiality. Except as required by law or as reasonably necessary in the performance of the Services or as otherwise agreed to by Client, EAB will keep confidential any and all Client Data and Client Materials. Notwithstanding the foregoing, Client agrees that EAB shall not be obligated to maintain the confidentiality of Client Data or Client Materials that are known to EAB prior to receiving the Client Data or Client Materials from Client or that becomes known (independently of disclosure by Client) directly or indirectly from a source other than one having an obligation of confidentiality to Client. The Services are confidential to EAB and its suppliers, if any. Thus, Client shall not disseminate to, or permit the use of, and shall take reasonable precautions to prevent such dissemination or use of, Services by any of its personnel to any third party. In addition, except as required by law, Client shall not disclose the fees charged by EAB to Client to any third party, other than its personnel or professional services providers (e.g., accountants or legal counsel) who need to know such information in order to provide their respective professional services to Client and, in each case, are bound by confidentiality obligations to Client. Client shall not remove from the Services any confidential markings, copyright notices and other similar indicia therein.

7.2 FERPA. To the extent applicable, EAB agrees to abide by the applicable requirements of the Family Education Rights and Privacy Act ("FERPA") in using Client Data.

## **8. MISCELLANEOUS**

8.1 Governing Law and Venue. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the Commonwealth of Virginia, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Client hereby expressly consents to the personal jurisdiction and venue in the state and federal courts for Henrico County, Virginia. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

8.2 Publicity. EAB and its affiliates may publicly refer to Client, including on its or their website and in sales presentations, as an EAB client and may use Client's logo for such purposes.

8.3 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Without limiting the generality of the foregoing, Client agrees that Section 6 will remain in effect notwithstanding the unenforceability of any provision in Section 5.

8.4 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

8.5 No Assignment. This Agreement is not assignable by either Party without the other Party's prior written consent, which shall not be unreasonably withheld or delayed, except an assignment by operation of law shall not require the consent of the other Party. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns.

8.6 Force Majeure. EAB shall not be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control. If any such an event of force majeure occurs, EAB shall provide Client with written notice.

8.7 Independent Contractors. EAB's relationship to Client is that of an independent contractor, and neither Party is an agent or partner of the other. Nothing herein shall be deemed to establish a partnership, joint venture or agency relationship between the Parties. EAB shall have the right to use third parties, including, without limitation, its affiliates, in performance of its obligations and in providing the Services under this Agreement.

8.8 Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered by a commercially recognized national courier (such as Federal Express or UPS) to the addresses set forth on the Service Agreement. In the event that the last address Client have provided to EAB is not valid, or for any reason is not capable of delivering to Client any notices required by this Agreement, EAB's dispatch of such notice will nonetheless constitute effective notice of the changes described on the notice.

8.9 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the Parties with respect to such subject matter.



## **STATE REGISTRATION COMPLIANCE TERMS AND CONDITIONS**

These State Registration Compliance Terms & Conditions (the “**State Registration Terms**”), together with the Service Agreement or other agreement to which these State Registration Terms are incorporated (including any attachments or subsequent amendments thereto), constitute a binding agreement (the “**Agreement**”) between the entity named in the Service Agreement (the “**Client**” or “**you**”) and Advancement Services, LLC, a wholly-owned subsidiary of EAB Global, Inc. (“**EAB**” or “**we**”), effective as of the date set forth on the Service Agreement (“**Effective Date**”) regarding the services specified in the Agreement. In the event of a conflict between any term set forth in the Service Agreement and any term set forth in these State Registration Terms, the term or condition set forth in the Service Agreement shall control. Capitalized terms not otherwise defined herein will have the meanings given to them in the Service Agreement. EAB reserves the right to modify or revise these State Registration Terms at any time in order to comply with the applicable state registration requirements, and shall post such modified or revised State Registration Terms at [www.eab.com/AMSTerms](http://www.eab.com/AMSTerms).

The following terms are required to be stated in the Agreement for the purpose of state registration of nonprofit agencies and their fundraising counsel:

1. The number of persons to be involved in providing services to Client will not exceed 25.
2. For the purposes of the State of California only, the following shall apply:

The Agreement will commence and end within the State of California on the dates that are as set forth in the Service Agreement. Services will commence with respect to solicitation of contributions on the date set forth in the Service Agreement. Client has the right to cancel the Agreement without cost, penalty, or liability for a period of ten (10) days following the date on which the Agreement is executed. Client may cancel the Agreement by servicing a written notice of cancellation within thirty (30) days of execution. If mailed, service shall be by certified mail sent to EAB, 1920 E. Parham Rd, Richmond, VA 23228, return receipt requested, and cancellation shall be deemed effective upon the expiration of five (5) calendar days from the date of mailing. Following the 10-day cancellation period, Client may terminate the Agreement by giving thirty (30) days written notice. If mailed, service of the notice shall be by certified mail, return receipt requested, and shall be deemed effective upon the expiration of five (5) calendar days from the date of mailing. In the event of termination after the 10-day cancellation period, Client shall be liable for services provided by EAB to the effective date of termination.

3. For the purposes of the State of Maryland only, the following shall apply:

Client shall forward EAB, prior to commencement of services, a copy of Client’s agreement with its caging service for filing with the state. Client shall have the right to select or substitute vendors of its own choosing for mailings into the state.

4. For the purposes of the State of New York only, and only with respect to Services provided in New York State, the Agreement shall be modified to add the following section:

The New York State identification number for EAB and for the Client are specified in the Service Agreement. Contract will commence on the date specified in the Service Agreement within the State of New York.

Contract will terminate on the date specified in the Service Agreement unless extended within the State of New York.

Client's right to cancel this Agreement. It is understood by both Parties that Client has the right under New York State law to cancel this contract and that Client does not have to give any reason for the cancellation. By law, the Parties to this contract cannot waive or modify this right by any pre-existing agreement or by any subsequent agreement between the Parties. Therefore, Client may cancel this contract without cost, penalty, or liability if Client notifies EAB in writing as provided below.

Period under which Agreement may be canceled. If EAB is registered with the New York State Office of the Attorney General Charities Bureau, Client may cancel this contract at any time up to and including the fifteenth day after this contract was filed by EAB with the New York State Office of the Attorney General Charities Bureau. If, however, EAB is not registered with the New York State Office of the Attorney General Charities Bureau at the time this contract is signed, Client may cancel at any time after it is signed.

Procedure for canceling this Agreement. Client may cancel this contract by giving EAB written notice of cancellation. This notice can be in the form of a letter indicating that Client does not intend to be bound by the contract. The notice of cancellation may be hand-delivered or mailed to the President of EAB. If mailed, it must be sent to the following address: 1920 East Parham Road, Richmond, VA 23228.

Client must mail a duplicate copy of the written notice of cancellation to the Office of the Attorney General at the address listed below:

Charities Bureau

2445 M Street NW, Washington DC 20037 | 202-747-1000 | [eab.com](http://eab.com)

Washington DC | Richmond | Birmingham | Minneapolis

Office of the Attorney General  
The Capitol  
Albany, New York 12224.

When cancellation is effective. If the notice of cancellation is hand-delivered, the cancellation is effective as soon as it is delivered to EAB. If the notice of cancellation is mailed, the cancellation is effective as soon as the notice is deposited, properly addressed and postage pre-paid, in a mailbox.

5. For the purposes of the State of New Jersey only, the following shall apply:

This Agreement between EAB and Client is not a percentage-based agreement, and the following language is provided only for purposes of complying with the contract disclosure requirements of State of New Jersey. EAB is to be paid as set forth in this Agreement and said compensation provisions shall be controlling. For purposes of providing language to comply with the New Jersey Charitable Fundraising Rules, the following shall apply:

EAB shall receive one percent (1%) of the gross revenue from the campaign. The amount going to EAB is an estimated percentage based upon previous experience of similar campaigns conducted by EAB. This shall not affect or alter compensation provisions as provided in this Agreement.

6. For the purpose of the State of Mississippi only, the following shall apply:

Client's solicitation activity under this Agreement is to commence on the date specified in the Service Agreement within the State of Mississippi or ten working days after the Agreement is received by the Office of the Secretary of State.

Solicitation activity and the Agreement will terminate on the date specified in the Service Agreement unless extended, within the State of Mississippi.

7. For the purpose of the Commonwealth of Pennsylvania only, the following shall apply:

Services under the terms of the Agreement with respect to solicitation of contributions in the Commonwealth will commence on the date specified in the Service Agreement or ten (10) working days after the Agreement is received by the Department of State, Bureau of Charitable Organizations and/or is approved by the Department of State Bureau of Charitable Organizations.

Services and the Agreement will terminate on the date specified in the Service Agreement unless extended within the Commonwealth of Pennsylvania.

8. For the purposes of South Carolina, the following shall apply:

The South Carolina Registration Number for EAB is as specified in the Service Agreement. The South Carolina Registration Number for Client is as specified in the Service Agreement.

In those states requiring EAB to file a campaign financial report, Client agrees to disclose fundraising data as necessary to complete such reports prior to the due date of these reports.

If either Party to the Agreement is not compliant with state registration requirements, the Agreement may be terminated immediately without penalty.



**REQUEST FOR PROPOSAL  
PROJECT #V211-22-084**

**TARGETED MARKETING AND DIRECT CONTACT CAMPAIGN  
1 May 2022**

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# Virginia Military Institute

Lexington, Virginia 24450-0304

## REQUEST FOR PROPOSALS

**RFP# V211-22-084**

Issue Date: 1 May 2022

Title: Direct Contact Campaign

Due Date: **Tuesday, 31 May 2022 at 2:00 PM EST**

Commodity Codes: 91522 Communications Marketing Services  
91544 Fulfillment (Data Processing, Packaging, Labeling and Mailing of Literature)  
96153 Marketing Services

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

Period of Contract: **1 July 2022** through **30 June 2027** (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 original and one copy of the proposal, including all attachments is to be delivered to VMI at the address above. One electronic copy with a searchable PDF format (flash drive) with proprietary information clearly indicated in accordance with the *Virginia Freedom of Information Act*.

**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) (Appendix 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

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

Name: \_\_\_\_\_  
(Please Print)

\_\_\_\_\_ Zip Code: \_\_\_\_\_

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

EVA Vendor ID or DUNS number \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

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

**Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**

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**ATTACHMENTS:**

A: UNDERSTANDING OF REQUIREMENTS

B: CONFLICT OF INTEREST STATEMENT

C: OFFEROR DATA SHEET

D: REFERENCES

E.: SMALL BUSINESS SUB-CONTRACTING PLAN

I. **PURPOSE:**

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals from qualified service providers to establish cooperative contracts for Targeted Marketing and Direct Contact Services to be used by, but not limited to, Admissions and Athletics.

II. **CONTRACT PERIOD:**

The initial term of this contract is for five years with five successive one-year renewals. The Institute does not guarantee any exact volume of work to the successful firms as future projects subject to this contract's purpose is not quantifiable.

This solicitation is issued in accordance with the provisions of:

- A. [Procurement Manual for Institutions of Higher Education and their Vendors](#)
- B. [Governing Rules for Restructured Public Institutions of Higher Education](#)

III. **BACKGROUND:**

Founded in 1839 as the nation's first state military college, the Virginia Military Institute is organized under the laws of the Commonwealth of Virginia and is governed by a Board of Visitors appointed by the Governor. In accordance with the provisions of the *Code of Virginia*, the 1700 cadets constitute a military corps.

The VMI academic program educates cadets in a rigorous environment that encourages lifelong learning and develops citizens of character who anticipate, respond, and lead in a complex and changing world. VMI offers cadets a challenging four-year core curriculum and 14 nationally recognized majors in engineering, the sciences, and the humanities, with an array of enrichment opportunities provided through the Institute Honors Program, undergraduate research, foreign study, internships, and the Institute Writing Program.

The distinctive VMI approach to higher education, which is the result of over 180 years of development, continues to prove its effectiveness in providing young men and women an environment that fosters intellectual, physical, and character development. VMI graduates leave the Institute demonstrating the ability to apply the art and science of leadership to inspire, motivate, and develop subordinates, accomplish organizational goals, and lead in a complex and changing world. VMI's mission of producing leaders—educated men and women of unimpeachable character and absolute integrity—remains the clear focus today and for the future.

IV. **VASCUPP EXPANDED COOPERATIVE LANGUAGE:**

CONTRACT PARTICIPATION: Under the authority of the *Code of Virginia 2.2-4304*. Cooperative Procurement, it is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions or lead-issuing institution's affiliated corporations may access any resulting contract if authorized by the successful offeror(s).

Participation in this cooperative procurement is strictly voluntary. If authorized by the successful offeror(s), the resultant contract(s) will be extended to the public bodies indicated above to purchase at contract prices in accordance with contract terms. The successful offeror(s) shall notify the lead-issuing institution in writing of any such institutions accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The successful offeror(s) will provide semi-annual usage reports for all

entities accessing the Contract. Participating entities shall place their own orders directly with the successful offeror(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. The lead-issuing institution shall not be held liable for any costs or damages incurred by any other participating public body as a result of any authorization by the successful offeror(s) to extend the contract. It is understood and agreed that the lead-issuing institution is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as the need may be.

**V. STATEMENT OF NEEDS:**

Successful offeror/s will conduct direct contact campaigns designed to achieve institutional recruitment goals and objectives.

The successful offeror shall meet the following qualifications:

- A. have working knowledge of the NRCCUA, PSAT, and CBSS programs, with prior experience with one or more of these services.
- B. have demonstrated success in increasing the response rates for college searches similar to those proposed by VMI and to bring forward new and innovative ideas for improvement.
- C. guarantee minimum duplication of material sent if a prospective student's name has previously been acquired by VMI and ensure VMI's pool of inquiries are not duplicated in the contact. Overlap reports must be provided that indicate the number of duplicates between lists.
- D. have demonstrated success in developing and generating effective, high quality personalized letters, emails and other relative campaign materials designed to generate interest from prospective students while adhering to the graphic standards of VMI.
- E. have demonstrated success in tracking the response rates for all sub-groups developed and measuring the effectiveness of the direct contact campaign. Must provide recommendation to pivot as warranted.
- F. have experience creating and implementing high quality personal websites designed to generate interest from prospective students and inquiries while adhering to the graphic standards of VMI.
- G. possess the ability to analyze the results of the personal websites individually as well as in relation to the entire direct contact campaign. Must have proven methods to ensure a high degree of data integrity during the batching/loading/keying of the responses to the direct contact campaign.
- H. data support and manipulation to provide files of the responders in a specific custom layout when needed.
- I. demonstrated success in tracking and analyzing response rates for all sub-groups developed and measuring the effectiveness of the direct contact campaigns. Must possess methods to measure direct campaign effectiveness.
- J. provide staff training for all services provided including strategy, workflow included.

## VI. RESPONSE PREPARATION AND SUBMISSION:

### A. General Requirements

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. Response must be submitted electronically through [www.eva.virginia.gov](http://www.eva.virginia.gov)

No other distribution of the Responses shall be made by the Offeror.

### 2. Response Preparation

- a. Responses shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the Institute requiring prompt submission of missing information and/or giving a lowered evaluation of the response. Responses which are substantially incomplete or lack key information may be rejected by the Institute at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Responses should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- c. Responses should be organized in the order in which the requirements are presented in the RFP. All pages of the Response should be numbered. Each paragraph in the Response should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub-letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page. The response should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the response and designated as additional material. Responses that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. VMI shall not be responsible for the Offeror's failure to exclude proprietary information from this redacted copy. See section e. below for additional information.
- e. Ownership of all data, material and documentation originated and prepared for the Institute pursuant to the RFP shall belong exclusively to the Institute and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of *Section 2.2-4342F* of the *Code of Virginia*, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs



that constitute trade secret or proprietary information. The classification of an entire Response document, line item prices and/or total Response prices as proprietary or trade secrets is not acceptable and may result in rejection of the Response.

**B. Specific Requirements**

Responses should be as thorough and detailed as possible so that the Institute may properly evaluate Offerors' capabilities to provide the required services. Offerors are required to submit the following information as a complete Response:

1. Return RFP cover sheet and all addenda acknowledgements, if any, completed and signed as required.
2. Plan and methodology for providing the goods/services as described in Section V. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment C* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment E* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: [www.VASCUPP.org](http://www.VASCUPP.org).
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

**VII. SELECTION CRITERIA AND AWARD:**

**A. Selection Criteria**

Responses will be evaluated by Virginia Military Institute using the following:

No.	Criteria	Maximum Point Value
1	Offeror's Plan for Providing Services	20
2	Qualifications, including Technical, and Experience of Offeror/Personnel	20
3	Price	20
4	Small, Women-Owned, and Minority-Owned Participation Plan	20
5	References	20
	<b>Total Points</b>	<b>100</b>

B. Award

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, VMI shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the successful offerors' proposal as negotiated.

VIII. METHOD OF PAYMENT

Virginia Military Institute will authorize payment to the successful offeror after receiving satisfactory service and receipt of the successful offeror's correct invoice for services rendered.

Invoice documents shall include the contract number and purchase order number. Invoices must correspond with contract prices. Unless specified otherwise in a purchase order change form or a contract modification agreement, invoices shall be sent electronically to the following address: [payables@vmi.edu](mailto:payables@vmi.edu)

IX. ADDENDUM:

Any **ADDENDUM** issued for this solicitation may be accessed at <http://www.eva.virginia.gov> under the VBO.

X. CONTRACT ADMINISTRATION:

COL Neil D. Whitmore, Director of Admissions at Virginia Military Institute, or his designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance. The Contract Administrator, or his designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or his designee, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by Procurement Services at Virginia Military Institute through a written amendment to the contract.

## VIII. GENERAL TERMS AND CONDITIONS

- A. **PURCHASING MANUAL:** This solicitation 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. The manual may be accessed electronically at <https://vascupp.org/sites/vascupp/files/2020-09/hem.pdf>.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation 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. VMI and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the Commonwealth of Virginia Vendor's Manual. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, 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 sub-contractor 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 that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or sub-contractor 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:** Applicable for all contracts over \$10,000:  
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 five working 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 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 resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the Contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351.,. The 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 Sub-contractors:**

- a. Within seven (7) days of the Contractor's receipt of payment from the Commonwealth, a Contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the sub-contractor(s) for the proportionate share of the payment received for work performed by the sub-contractor(s) under the contract; or
  - (2) To notify VMI and the sub-contractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the sub-contractor(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 sub-contractor 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 sub-contractor 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 sub-contractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *COMMONWEALTH OF VIRGINIA PURCHASING MANUAL for INSTITUTIONS OF HIGHER EDUCATION and THEIR VENDORS*, 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 terms, conditions, or scope of the contract. Any 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.
  2. VMI 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, unless the Contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the Contractor shall, in writing, promptly notify VMI of the adjustment to be sought, and before proceeding to comply with the notice, shall await VMI's written decision affirming, modifying, or revoking the prior written notice. If VMI decides to issue a notice that requires an adjustment to compensation, 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 VMI'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 VMI with all vouchers and records of expenses incurred and savings realized. VMI 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 VMI within thirty (30) days from the date of receipt of the written order from VMI. 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 VMI or with the performance of the contract generally.
- P. **ADDITIONAL GOODS AND SERVICES:** VMI may acquire other goods or services that the supplier provides than those specifically solicited. VMI reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to VMI at favored nations pricing, terms, and conditions.
- Q. **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.
- R. **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.

If sales or deliveries against the contract are not exempt, the Contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the Contractor from offering a tax-included price.
- S. **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.
- T. **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.

- U. **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 sub-contractors are involved, the sub-contractor 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 sub-contractors 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:**

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 and \$2,000,000 in the aggregate. 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 shall be added as an additional insured to the policy by an endorsement.
4. Automobile Liability - \$1,000,000 combined single limit. (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.)

**Profession/Service**

**Limits**

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

- V. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, VMI will publicly post such notice on the DGS/DPS eVA VBO ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.



W. **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 sub-contractor 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.

X. **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, sexual orientation, gender identity, 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.

Y. **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.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- Z. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that VMI shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.
- AA. **SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY:** This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders/offers shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids/proposals.
- 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 sub-contractor 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 VMI training on civility in the State workplace if Contractor’s (and any sub-contractor’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 VMI, 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.

**IX. SPECIAL TERMS AND CONDITIONS**

1. **ADDITIONAL USERS:** This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at any time during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by VMI and upon mutual agreement of the Contractor. Such modification shall name the specific agency added or deleted and the effective date. The Contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.
2. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. VMI, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
3. **AWARD OF CONTRACT:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, VMI shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.
4. **CANCELLATION OF CONTRACT:** VMI reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the Contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Contractor assures that the information and data obtained as to personal facts and circumstances related to students or staff will be collected and held confidential, during and following the contract, and will not be divulged without the individual's and the University's written consent and only in accordance with federal law or Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify VMI of any breach or suspected breach in the security of such information. Contractors shall allow VMI to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
6. **CONTINUITY OF SERVICES:**
  - A. The Contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon contract expiration, a successor, either the University

or another Contractor, may continue them. The Contractor agrees:

1. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
  2. To make all University owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
  3. That the University Contract Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- B. The Contractor shall, upon written notice from the Contract Office, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contractor Officer's approval.
- C. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in/phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.
7. **CONTRACT ADMINISTRATION:** VMI assigns "Contract Administrators" to each contract awarded. The Contract Administrator shall be the initial point of contact for the Contractor. Contract Administrators are charged with ensuring the terms and conditions of the contract are followed, payments are made in accordance to the contractual pricing schedule, and reporting noncompliance issues to the Procurement and Contracts Department at VMI. Contract Administrators **do not** have the authority to authorize changes and/or modifications to the contract. Should noncompliance issues exist and cannot be resolved at this level or changes/modifications to the contract are required, the assigned Contract Officer in the Procurement Services Department must be notified immediately by the Contract Administrator. The assigned Contract Administrator will be identified upon award.
8. **eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in multiple purchase order(s) with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eVA.virginia.gov](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

9. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

<b>Name of Offeror:</b>	<b>RFP#</b>
<b>Address:</b>	<b>Due Date:</b> <b>Time:</b>
	<b>RFP Title:</b>
<b>City, State, Zip:</b>	<b>Contract Officer:</b>

10. **INDEMNIFICATION:** Contractor agrees to indemnify the Commonwealth of Virginia, its officers, agents and employees for any loss, liability, cost, or reasonable settlement cost incurred as a result of any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
  
11. **LATE PROPOSALS:** To be considered for selection, proposals must be received by VMI by the designated date and hour. The official time used in the receipt of proposal is that time on the automatic time stamp machine in the Procurement Services. **The Institute is not responsible for delays in the delivery of mail by the U.S. Post Office, private couriers, or the Institute's internal mail system. It is the sole responsibility of the Offeror to insure that its proposal reaches the issuing office by the designated date and hour.** \*Proposal receipt scheduled during a period of suspended state business operations will be rescheduled for processing at the same time on the next regularly scheduled business day.
  
12. **REFERENCES:** Bidders shall provide a list of at least three references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.
  
13. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of VMI. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish VMI the names, qualifications and experience of their proposed sub-contractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its sub-contractor(s) and shall assure compliance with all requirements of the contract.
  
14. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.
  
15. **E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such

contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

16. **CERTIFICATION OF INTERNAL CONTROLS:** The Contractor shall have clearly delineated processes and procedures for the internal control of sensitive data and processes, which are any data and processes of which the compromising of confidentiality, integrity, and/or availability could have a material adverse effect on Commonwealth of Virginia interests, the conduct of VMI programs, or to the privacy of which individuals are entitled, when such sensitive data or processes are related to the goods and/or services provided pursuant to this agreement.

The Contractor shall provide evidence of compliant and ongoing internal control of sensitive data and processes through a standard methodology, such as but without limitation the American Institute of Certified Public Accountant (AICPA) Service Organization Control (SOC) Reports. The evidence of compliance shall be contained in a report describing the effectiveness of the Contractor's internal controls. The most recent version of the report shall be provided to the purchasing office upon request. Trade secrets or proprietary information contained within the report shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Contractor must invoke the protection of Code of Virginia, § 2.2-4342F, in writing, prior to or upon submission of the report, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

If deficiencies in the Contractor's internal control processes and procedures are described in the most recent version of the report, the Contractor shall automatically submit the report to the purchasing office within a timely manner and shall describe the corrective actions to be put into place by the Contractor to remedy the deficiencies. Failure to report and/or repair deficiencies in a timely manner shall be cause for the Commonwealth to make a determination of breach of contract.

The Contractor's obligations for certification of internal controls shall survive and continue after completion of this agreement unless the Contractor certifies the destruction of the sensitive data at the end of the contract term.

14. **FEDERALLY IMPOSED TARIFFS:** In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a "tariff"), on an imported good that results in an increase in Contractor's costs to a level that renders performance under the Agreement impracticable, the Commonwealth may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the Contractor that are provided to the Commonwealth under this Agreement.

Prior to the Commonwealth agreeing to a price increase pursuant to this Section, the Contractor must provide to the Commonwealth, the following documentation, all of which must be satisfactory to the Commonwealth:

- evidence demonstrating: (i) the unit price paid by Contractor as of the date of award for the good or raw material used to furnish the goods to the Commonwealth under this Agreement, (ii) the applicability of the tariff to the specific good or raw material, and (iii) Contractor's payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient in detail and content to allow the Commonwealth to verify that the tariff is the cause of the price change.

- a certification signed by Contractor that it has made all reasonable efforts to obtain the good or the raw materials comprising the good procured by the Commonwealth at a lower cost from a different source located outside of the country against which the tariff has been imposed.
- a certification signed by Contractor that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the Contractor would otherwise be unable to perform under this Agreement without such price increase.
- as requested by the Commonwealth, written instructions authorizing the Commonwealth to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by Contractor.

If the Commonwealth agrees to a price increase pursuant to this Section, the parties further agree to add the following terms to this Agreement:

- During the Term and for five (5) years after the termination of this Agreement, Contractor shall retain, and the Commonwealth and its authorized representatives shall have the right to audit, examine, and make copies of, all of Contractor's books, accounts, and other records related to this Agreement and Contractor's costs for providing goods to the Commonwealth, including, but not limited to those kept by the Contractor's agents, assigns, successors, and sub-contractors.
- Notwithstanding anything to the contrary in this Agreement, the Commonwealth shall have the right to terminate this Agreement for the Commonwealth's convenience upon 15 days' written notice to Contractor.

In the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in the Commonwealth's contract price shall be reduced by the same amount and adjusted accordingly.

- Any material misrepresentation of fact by Contractor relating in any way to the Commonwealth's payment of additional sums due to tariffs shall be fraud against the taxpayer's of the Commonwealth and subject Contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

#### **X. METHOD OF PAYMENT**

The Contractor will be paid on the basis of invoices submitted in accordance with the RFP and negotiations.

#### **XI. PRICING SCHEDULE**

The Contractor shall provide pricing for all products and services included in proposal indicating one-time and on-going costs

#### **XII. ATTACHMENTS**

Attachment A: Understanding of Requirements

Attachment B: Conflict of Interest Statement

Attachment C: Contractor's Data Sheet

Attachment D: References

Attachment E: SWAM (Small, Woman- and Minority-owned Businesses) Utilization Plan

## UNDERSTANDING OF REQUIREMENTS

OFFEROR: \_\_\_\_\_

RFP#: RFP #V211-22-054

Date: \_\_\_\_\_

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

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

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

Questions Submitted by: \_\_\_\_\_

NAME

\_\_\_\_\_  
ORGANIZATION\_\_\_\_\_  
PHONE\_\_\_\_\_  
EMAILE-Mail to: [carmacklw@vmi.edu](mailto:carmacklw@vmi.edu), MAJ Lynn W. Carmack



## 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: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FEDERAL ID NUMBER (FIN): \_\_\_\_\_

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

- |  |  |
|--|--|
| <input type="checkbox"/> SMALL BUSINESS          | <input type="checkbox"/> INDIVIDUAL BUSINESS |
| <input type="checkbox"/> WOMAN-OWNED BUSINESS    | <input type="checkbox"/> SOLE PROPRIETORSHIP |
| <input type="checkbox"/> MINORITY-OWNED BUSINESS | <input type="checkbox"/> PARTNERSHIP         |
| <input type="checkbox"/> SHELTERED WORKSHOP      | <input type="checkbox"/> 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

\_\_\_\_\_  
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**

## CONTRACTOR DATA SHEET

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

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

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

CURRENT ACCOUNTS:

[illegible]

LOST ACCOUNTS:

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

## 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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please use a separate sheet of paper for additional references.

**ATTACHEMENT E:**  
**SWaM (Small, Woman- and/or Minority-Owned Business Certification)**

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 online at [www.sbsd.virginia.gov](http://www.sbsd.virginia.gov).

Offeror Name: \_\_\_\_\_

Preparer Name: \_\_\_\_\_ Date: \_\_\_\_\_

Instructions

- A. Businesses certified by the Department of Small Business and Supplier Diversity (SBSD) as a small business must complete Section A of this form.

Section A

CERTIFICATION TYPE (check only one below):

\_\_\_\_\_ Small Business

\_\_\_\_\_ Small and Women-owned Business

\_\_\_\_\_ Small and Minority-owned Business

Certification number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

NOTE: It is your responsibility to ensure that your certification is renewed and does not lapse. Should your certification expire, you will no longer be eligible to receive awards under this contract.

## ATTACHMENT F

### Small Business Subcontracting 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:** \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

#### 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) **check which certification below and provide your certification number and date received:**

- \_\_\_\_\_ Small Business
- \_\_\_\_\_ Small and Women-owned Business
- \_\_\_\_\_ Small and Minority-owned Business

Certification number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

**Section B**

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

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

Small Business Name & Address  SBSD Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Totals \$					

## VIII. SPECIAL TERMS AND CONDITIONS

1. **ADDITIONAL USERS:** This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at any time during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.
2. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
3. **AWARD OF CONTRACT:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
4. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that the information and data obtained as to personal facts and circumstances related to students or staff will be collected and held confidential, during and following the contract, and will not be divulged without the individual's and the University's written consent and only in accordance with federal law or Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency

to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

6. **CONTINUITY OF SERVICES:**

- A. The Contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon contract expiration, a successor, either the University or another contractor, may continue them. The Contractor agrees:
    - 1. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
    - 2. To make all University owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
    - 3. That the University Contract Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
  - B. The Contractor shall, upon written notice from the Contract Office, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contractor Officer's approval.
  - C. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in/phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.
7. **CONTRACT ADMINISTRATION:** VMI assigns "Contract Administrators" to each contract awarded. The Contract Administrator shall be the initial point of contact for the Contractor. Contract Administrators are charged with ensuring the terms and conditions of the contract are followed, payments are made in accordance to the contractual pricing schedule, and reporting noncompliance issues to the Procurement and Contracts Department at VMI. Contract Administrators **do not** have the authority to authorize changes and/or modifications to the contract. Should noncompliance issues exist and cannot be resolved at this level or changes/modifications to the contract are required, the assigned Contract Officer in the Procurement Services Department must be notified immediately by the Contract Administrator. The assigned Contract Administrator will be identified upon award.
8. **eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in multiple purchase order(s) with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eVA.virginia.gov](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

9. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:



<b>Name of Offeror:</b>	<b>RFP#</b>
<b>Address:</b>	<b>Due Date:</b> <b>Time:</b>
	<b>RFP Title:</b>
<b>City, State, Zip:</b>	<b>Contract Officer:</b>

10. **INDEMNIFICATION:** Contractor agrees to indemnify the Commonwealth of Virginia, its officers, agents and employees for any loss, liability, cost, or reasonable settlement cost incurred as a result of any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
  
11. **LATE PROPOSALS:** To be considered for selection, proposals must be received by the Issuing Agency by the designated date and hour. The official time used in the receipt of proposal is that time on the automatic time stamp machine in the Issuing Agency. **The Institute is not responsible for delays in the delivery of mail by the U.S. Post Office, private couriers, or the Institute's internal mail system. It is the sole responsibility of the Offeror to insure that its proposal reaches the issuing office by the designated date and hour.** \*Proposal receipt scheduled during a period of suspended state business operations will be rescheduled for processing at the same time on the next regularly scheduled business day.
  
12. **REFERENCES:** Bidders shall provide a list of at least three references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.
  
13. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
  
14. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.
  
15. **E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such

contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

16. **CERTIFICATION OF INTERNAL CONTROLS:** The contractor shall have clearly delineated processes and procedures for the internal control of sensitive data and processes, which are any data and processes of which the compromising of confidentiality, integrity, and/or availability could have a material adverse effect on Commonwealth of Virginia interests, the conduct of agency programs, or to the privacy of which individuals are entitled, when such sensitive data or processes are related to the goods and/or services provided pursuant to this agreement.

The contractor shall provide evidence of compliant and ongoing internal control of sensitive data and processes through a standard methodology, such as but without limitation the American Institute of Certified Public Accountant (AICPA) Service Organization Control (SOC) Reports. The evidence of compliance shall be contained in a report describing the effectiveness of the contractor's internal controls. The most recent version of the report shall be provided to the purchasing office upon request. Trade secrets or proprietary information contained within the report shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the contractor must invoke the protection of Code of Virginia, § 2.2-4342F, in writing, prior to or upon submission of the report, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

If deficiencies in the contractor's internal control processes and procedures are described in the most recent version of the report, the contractor shall automatically submit the report to the purchasing office within a timely manner and shall describe the corrective actions to be put into place by the contractor to remedy the deficiencies. Failure to report and/or repair deficiencies in a timely manner shall be cause for the Commonwealth to make a determination of breach of contract.

The contractor's obligations for certification of internal controls shall survive and continue after completion of this agreement unless the contractor certifies the destruction of the sensitive data at the end of the contract term.

14. **FEDERALLY IMPOSED TARIFFS:** In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a "tariff"), on an imported good that results in an increase in contractor's costs to a level that renders performance under the Agreement impracticable, the Commonwealth may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the contractor that are provided to the Commonwealth under this Agreement.

Prior to the Commonwealth agreeing to a price increase pursuant to this Section, the contractor must provide to the Commonwealth, the following documentation, all of which must be satisfactory to the Commonwealth:

- evidence demonstrating: (i) the unit price paid by contractor as of the date of award for the good or raw material used to furnish the goods to the Commonwealth under this Agreement, (ii) the applicability of the tariff to the specific good or raw material, and (iii) contractor's payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient in detail and content to allow the Commonwealth to verify that the tariff is the cause of the price change.

- a certification signed by contractor that it has made all reasonable efforts to obtain the good or the raw materials comprising the good procured by the Commonwealth at a lower cost from a different source located outside of the country against which the tariff has been imposed.
- a certification signed by contractor that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the contractor would otherwise be unable to perform under this Agreement without such price increase.
- as requested by the Commonwealth, written instructions authorizing the Commonwealth to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by contractor.

If the Commonwealth agrees to a price increase pursuant to this Section, the parties further agree to add the following terms to this Agreement:

- During the Term and for five (5) years after the termination of this Agreement, contractor shall retain, and the Commonwealth and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractor's books, accounts, and other records related to this Agreement and contractor's costs for providing goods to the Commonwealth, including, but not limited to those kept by the contractor's agents, assigns, successors, and subcontractors.
- Notwithstanding anything to the contrary in this Agreement, the Commonwealth shall have the right to terminate this Agreement for the Commonwealth's convenience upon 15 days' written notice to contractor.

In the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in the Commonwealth's contract price shall be reduced by the same amount and adjusted accordingly.

- Any material misrepresentation of fact by contractor relating in any way to the Commonwealth's payment of additional sums due to tariffs shall be fraud against the taxpayer's of the Commonwealth and subject contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

#### **IX. METHOD OF PAYMENT**

The contractor will be paid on the basis of invoices submitted in accordance with the RFP and negotiations.

#### **X. PRICING SCHEDULE**

The contractor shall provide pricing for all products and services included in proposal indicating one-time and on-going costs

#### **XI. ATTACHMENTS**

Attachment A: Understanding of Requirements

Attachment B: Conflict of Interest Statement

Attachment C: Contractor's Data Sheet

Attachment D: References

Attachment E: SWAM (Small, Woman- and Minority-owned Businesses) Utilization Plan

UNDERSTANDING OF REQUIREMENTS

OFFEROR: \_\_\_\_\_

RFP#: RFP #V211-22-054

Date: \_\_\_\_\_

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

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

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

Questions Submitted by: \_\_\_\_\_

NAME

\_\_\_\_\_  
ORGANIZATION

\_\_\_\_\_  
PHONE

\_\_\_\_\_  
EMAIL

E-Mail to: [carmacklw@vmi.edu](mailto:carmacklw@vmi.edu), MAJ Lynn W. Carmack

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: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FEDERAL ID NUMBER (FIN): \_\_\_\_\_

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

- |  |  |
|--|--|
| <input type="checkbox"/> SMALL BUSINESS          | <input type="checkbox"/> INDIVIDUAL BUSINESS |
| <input type="checkbox"/> WOMAN-OWNED BUSINESS    | <input type="checkbox"/> SOLE PROPRIETORSHIP |
| <input type="checkbox"/> MINORITY-OWNED BUSINESS | <input type="checkbox"/> PARTNERSHIP         |
| <input type="checkbox"/> SHELTERED WORKSHOP      | <input type="checkbox"/> 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

\_\_\_\_\_  
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) \_\_\_\_\_.

## ATTACHMENT C

## CONTRACTOR DATA SHEET

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

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

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

CURRENT ACCOUNTS:

[illegible]

LOST ACCOUNTS:

[illegible]

ATTACHMENT D

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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please use a separate sheet of paper for additional references.

### **SWaM (Small, Woman- and/or Minority-Owned Business Certification)**

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 online at [www.sbsd.virginia.gov](http://www.sbsd.virginia.gov).

Offeror Name: \_\_\_\_\_

Preparer Name: \_\_\_\_\_ Date: \_\_\_\_\_

#### Instructions

- A. Businesses certified by the Department of Small Business and Supplier Diversity (SBSD) as a small business must complete Section A of this form.

#### Section A

CERTIFICAION TYPE (check only one below):

\_\_\_\_\_ Small Business

\_\_\_\_\_ Small and Women-owned Business

\_\_\_\_\_ Small and Minority-owned Business

Certification number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

NOTE: It is your responsibility to ensure that your certification is renewed and does not lapse. Should your certification expire, you will no longer be eligible to receive awards under this contract.



## Small Business Sub-contracting 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:** \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### 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) **check which certification below and provide your certification number and date received:**

- \_\_\_\_\_ Small Business
- \_\_\_\_\_ Small and Women-owned Business
- \_\_\_\_\_ Small and Minority-owned Business

Certification number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

**Section B**

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

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

<b>Small Business Name &amp; Address</b>  <b>SBSD Certificate #</b>	<b>Status if Small Business is also: Women (W), Minority (M)</b>	<b>Contact Person, Telephone &amp; Email</b>	<b>Type of Goods and/or Services</b>	<b>Planned Involvement During Initial Period of the Contract</b>	<b>Planned Contract Dollars During Initial Period of the Contract</b>
<b>Totals \$</b>					



REDACTED COPY

# **EAB's Response to Virginia Military Institute's RFP #V211-22-084 (Targeted Marketing and Direct Contact Campaign)**

May 31, 2022

**Philippe Best**, *Senior Strategic Leader*  
(800) 899-7227 x20730, [PBest@eab.com](mailto:PBest@eab.com)

This proposal, together with any attachments and any subsequent amendments or addenda thereto (the Response), has been provided by EAB Global, Inc. (EAB) exclusively for Virginia Military Institute (VMI) to evaluate a possible business relationship with EAB. As such, certain portions of this Response shall be deemed proprietary and confidential to EAB as indicated specifically herein. Accordingly, as set forth herein, EAB requests that those portions identified herein not be disclosed to third parties.

2445 M Street NW | Washington DC 20037  
P 202.747.1000 | [eab.com](http://eab.com)



May 31, 2022

Col. Kathleen Tomlin, VCO, VCCO, CUPO, Director  
Virginia Military Institute  
Procurement Services  
330 Parade Avenue, Smith Hall #314  
Lexington, VA 24450

Dear Col. Tomlin,

Thank you for the opportunity to respond to Virginia Military Institute's (VMI) Request for Proposal for Targeted Marketing and Direct Contact Campaign (RFP #V211-22-084). I am pleased to present **Enroll360** in response to this RFP. EAB Global, Inc.'s (EAB) Enroll360 is an innovative enrollment partnership built on the proven direct marketing EAB has refined for 40 years, including 27 years in partnership with VMI.

For the awareness of the Virginia Association of State College and University Purchasing Professionals (VASCUPP) institutions, on average Enroll360 partners see a **6% increase in enrollments** and a **7:1 return on investment** in their first year of partnership. When comparing the cohort of Enroll360 partner institutions with the market as a whole, **Enroll360 partners outperform the market by a significant margin** in terms of enrollment growth and net tuition revenue.

We also recognize the critical importance of other elements of VMI and other VASCUPP institutions' strategic enrollment management strategies. Adult degree completer and graduate recruitment, website optimization for enrollment, and advancement and alumni engagement all play key roles in the strength and resilience of your institution. With our scale and depth of expertise across these areas of institutional success, EAB is uniquely positioned to act as a holistic partner of your institution.

We have included additional information on each of these elements of comprehensive strategic enrollment management to support your consideration of the full scope impacting your goals as they evolve. Also, we reference "the institution" throughout our proposal where information may apply to other VASCUPP institutions as well.

EAB has been honored to partner with VMI since 1995, and we look forward to building on that partnership, which we believe can continue to be a model for others around Virginia and across the country.

Sincerely,



**Philippe Best**, Senior Strategic Leader<sup>1</sup>  
(800) 899-7227 x20730, [PBest@eab.com](mailto:PBest@eab.com)

<sup>1</sup>Philippe Best is an authorized representative of EAB. Please find a Letter of Authority included as **Appendix A**

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## Note About Trade Secret and Confidential Information

EAB has identified information that is proprietary and trade secret throughout this document. ***We request VMI to respect the nondisclosure of this information.*** The identified information is considered proprietary and confidential Trade Secrets for the following reasons:

- This information is not generally known outside of our company.
- The disclosure of this information would cause substantial injury to the competitive position of our Marketing and Enrollment Solutions services.
- We have taken reasonable precautions to protect the secrecy of this information (e.g., this information is not released publicly and we have implemented appropriate controls internally to control the dissemination of this information).
- We derive significant economic value from having this information while our competitors do not.
- This information represents a significant amount of time and expense and would take a similar amount of time and expense for our competitors to acquire and duplicate it.

# 1. Cover Sheet

**Virginia Military Institute**  
Lexington, Virginia 24450-0304

REQUEST FOR PROPOSALS  
RFP# V211-22-084

Issue Date: 1 May 2022

Title: Direct Contact Campaign

Due Date: Tuesday, 31 May 2022 at 2:00 PM EST

Commodity Codes: 91522 Communications Marketing Services  
91544 Fulfillment (Data Processing, Packaging, Labeling and Mailing of Literature)  
96153 Marketing Services

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


Period of Contract: 1 July 2022 through 30 June 2027 (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 original and one copy of the proposal, including all attachments is to be delivered to VMI at the address above. One electronic copy with a searchable PDF format (flash drive) with proprietary information clearly indicated in accordance with the *Virginia Freedom of Information Act*.

**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) (Appendix 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:  
EAB Global, Inc.  
2445 M Street NW  
Washington, DC.  
Zip Code: 20037

Date: 5/25/22  
By:   
(Signature In Ink)  
Name: Philippe Best  
(Please Print)  
Title: Senior Strategic Leader

EVA Vendor ID or DUNS number DUNS: 08-099-8418

Phone: ( 800 ) 899-7227 x20730

E-mail: PBest@eab.com

Fax: ( 202 ) 747-010

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

**Note:** This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

## 2. Plan and Methodology

Enroll360 provides innovative digital, audience, analytics, and storytelling capabilities to conduct targeted marketing and direct-contact campaigns. It was designed to achieve institutional recruitment goals and objectives using 450+ annual marketing innovation tests to identify proven levers of influence for motivating students and their families to inquire, engage, apply, and enroll with our partner institutions.

A brief overview of the targeted undergraduate marketing and direct-contact services provided by Enroll360 to meet the requirements of this RFP is provided here, followed by a description of how Enroll360 would meet the specific requirements identified in Section V (Statement of Needs) beginning on **page 9**.

We also include brief overviews of other services EAB can provide to support institutional recruitment goals and objectives in the Additional Information section beginning on **page 18**. These services reflect the depth of expertise EAB brings to our partners in support of your comprehensive enrollment and institutional success. We include information on the following EAB services:

- **Adult Learner Recruitment (ALR)** to provide targeted marketing and direct contact campaigns in support of adult degree completion, graduate, and professional programs recruitment
- **Targeted .edu Content Strategy (TECS)** to support recruitment by improving and maintaining the impact of an institution's website as their digital "front door" for new student engagement
- **Advancement Marketing Services (AMS)**<sup>2</sup> to benefit not only institutional advancement but also alumni and community engagement in support of recruitment






Also, please note we reference "the institution" in sections throughout our proposal to acknowledge considerations that may apply to VMI and other VASCUPP institutions.

<sup>2</sup> Advancement Services, LLC is a wholly owned subsidiary of EAB Global, Inc (EAB)

# Enroll360's Targeted Undergraduate Marketing and Direct-Contact Services

Across the following tables, we present our plan and methodology for delivering targeted undergraduate marketing and direct-contact services for VMI and other VASCUPP institutions. We have included a complete list of recommended and optional components in each area, in the event the institution should seek to expand or otherwise modify your marketing and enrollment services portfolio with EAB.

## Enroll360 Core Components

 <b>Cultivate</b>	<p>Cultivate builds brand awareness, generates leads, and nurtures interest with behaviorally responsive campaigns that adapt to student and parent interests from point of inquiry until we invite them to submit an application.</p>
 <b>Apply</b>	<p>Apply generates applications from academically qualified students through a tested and proven call-to-action campaign that engages high school seniors and their families through completion, submission, and follow-up.</p>
 <b>Parent Engagement</b>	<p><b>Cultivate</b> and <b>Apply</b> include dedicated direct-marketing campaigns for parents. These communications are designed specifically for parents leveraging best practices from our research and innovation focused on this important audience.</p>
 <b>Aid</b>	<p>Financial Aid Optimization ensures maximum impact for your financial aid dollars through highly customized, transparent, and adaptable financial aid modeling and optimization.</p>
 <b>Yield</b>	<p>Yield drives marketing and strategy to conversion with predictive intelligence on admitted students' enrollment likelihood that informs strategic yield-stage recruitment activities. This suite of analytics services is composed of <b>predictive analytics</b>, a proprietary student survey, and a yield-stage engagement campaign.</p>

*Currently Provided to VMI.*







Enroll360 also includes the following services that are fine-tuned to specific objectives in the enrollment funnel.

### Enroll360 Value-Added Services

<b>Custom Application</b>	The product of years of user-experience testing, EAB's Custom Application is designed to maximize submission activity by offering a <b>seamless application experience</b> . EAB tests the platform each year, adapting the design and functionality to best engage with Generation Z's tech-expectant student. Your Custom Application is not merely a vehicle for data collection but a true marketing platform. <i>Currently Provided to VMI.</i>
<b>Web Application</b>	EAB will also host a Web Application that resides on your website to capture organic application activity and ensure that all of your applicants enjoy the same seamless experience and completion messaging as those targeted in campaigns. This maximizes submissions by making the process as frictionless as possible for self-initiating applicants.
<b>Transfer Marketing</b>	Transfer student-specific strategy setting, list management, and campaigns help right-fit students select your institution. Services include National Clearinghouse and institutional inquiry review to identify top prospects, brand and messaging refinement, transfer guide and outreach material, and a comprehensive multichannel campaign.

Enroll360 integrates investments in EAB's enrollment platforms with marketing campaigns to reach students wherever they are most active in their enrollment journey. Our integrated Ecosystem approach enables advanced analytics and predictive scoring by stitching together data from all sources such as Cappex, Intersect, YouVisit, and/or Wisr, if included in your Enroll360 partnership.

### Enrollment Ecosystem Platforms

	Cappex subscribers receive a customized school profile and on-site promotions to increase visibility with prospective students. <i>Currently Provided to VMI.</i>
	Intersect clients can fully customize school profiles and receive comprehensive student insights to build awareness with interested students who are the best fit for their institutions. <i>Currently Provided to VMI.</i>
	YouVisit's Virtual Tour platform provides prospective students access to your school campus.
	With three distinct but complementary offerings—a virtual welcome center, a yield and melt solution, and an orientation and first-year experience solution—Wisr's engagement platform supports the full enrollment lifecycle.

## Strategic Enrollment Management Methodology for Enroll360

We deliver Enroll360 with the following strategies and services, which are customized to the institution:

<b>Strategic Review and Optimization</b>	We provide a team of technical experts to perform all the heavy lifting of campaign execution so that the institution staff can focus on enrolling students. We also do not separate strategy from execution. Your core service team includes senior-level enrollment experts to guide campaign strategy and serve as an on-call best practice resource.
<b>Audience Strategy</b>	Beginning with your goals and geographic target areas, we build an audience of right-fit, academically qualified prospective students. We use traditional list sources, organic inquiries, and our proprietary access to Cappex, YouVisit, and Intersect. We purchase names nearly every week and launch campaigns as data becomes available. This equates to daily launches for Cappex, YouVisit, and Intersect names and weekly launches for other sources.
<b>Channel Strategy</b>	We build a customized, omni-channel communication strategy by identifying your best opportunities for engagement and brand amplification across direct mail, email, online, social networks (Facebook, Instagram, Snapchat, TikTok, Google Display Network, YouTube, and Spotify), Paid Search and SEO, and SMS text and integrate it with Cappex, YouVisit, and Intersect.
<b>Creative Strategy</b>	EAB develops creative assets for all campaign materials inclusive of email, social networks, landing pages, SMS text, and direct-mail pieces. Enroll360's behaviorally responsive marketing capabilities give us powerful new ways to connect students and parents to the institution's brand. Campaigns respond to student interests by serving segmented creative that aligns what is unique about the institution with what is most engaging to a prospective student.
<b>Analytics Strategy</b>	<p>We leverage proprietary access to the full spectrum of student engagement data across our Enrollment Ecosystem (including Cappex, Intersect, YouVisit, and/or Wizr) along with website engagement data and marketing interactivity to track and analyze marketing success with unprecedented visibility into student journeys.</p> <p>We bring insights to you in the form of <b>custom reports</b>, proactive <b>campaign optimization</b>, our <b>campaign analytics</b> platform Enrollment IQ, and <b>advanced predictive modeling</b>. Additionally, our financial aid services include <b>Financial Aid Analytics</b> to undergird effective use of institutional resources in support of students and recruitment.</p>
<b>Data Management</b>	EAB is committed to a seamless data exchange process that is tested in advance of campaign deployment. For new partners on most common CRM and SIS platforms, we provide our Data Integration Service (DIS) at no charge through the implementation period for these campaigns, to <b>perform up to 90% of the data integration work on your behalf</b> . For VMI, we already have implemented our services with your Colleague system.

## How Enroll360 Meets Section V. Statement of Needs

### **A. have working knowledge of the NRCCUA, PSAT, and CBSS programs, with prior experience with one or more of these services.**

Confirmed. EAB has been the single largest purchaser of College Board and ACT names for the past 20+ years. We have unparalleled insight into trends in the testing and list-source landscape.

We dedicate an entire team to list-source management. Once we have finalized an audience selection strategy for target markets and received your explicit approval, EAB manages all aspects of list purchasing, procurement, cleansing, formatting, programming, de-duplication, and segmentation on your behalf. We will perform a comprehensive evaluation of available names across the entire list-source landscape (College Board, Encoura, CBSS, Cappex, etc.) and recommend an optimal mix of names for the institution's approval.

We also have deep relationships with list-source vendors, including a formal partnership with ACT/NRCCUA that enables **EAB to purchase names at a lower rate than colleges and universities.**

Our dedicated Audience Strategy Team monitors list sources constantly. **We purchase names nearly every week and launch campaigns as names are released and as students raise their hands organically.** We help you get in front of students ahead of your competitors.

We make the process seamless for the institution while giving you every possible advantage from our list-source experience and expertise.

### **Vendor List Performance**

In addition to list-source management, your Enroll360 partnership includes in-depth search list analytics. Enrollment IQ provides detailed information about where you are buying names and the application performance of different lists. We also provide analytics that allow you to see response performance by campaign, and you can filter this performance by list source to compare response performance across the various lists.

Additional information on Enrollment IQ and Enroll360 monitoring services can be found on **pages 12-13**. Examples of these list analytics appear here:

- B. have demonstrated success in increasing the response rates for college searches similar to those proposed by VMI and to bring forward new and innovative ideas for improvement.**

Our ability to help partners outperform their peers depends in part on EAB's ongoing investments in today's leading marketing and enrollment technologies. EAB can access a full spectrum of student engagement data across your.edu, Cappex, Intersect, and student engagement patterns within our marketing streams. Our **Analytics Strategy** uses this powerful data set to provide you with unprecedented insights into student journeys. We will leverage our proprietary access to this data to provide you with enhanced visibility into your students and make smarter investments into Enroll360 campaign optimizations.

**Personalization at scale:** *We collect massive data on student interest and intent from interactions across digital platforms that brings personalization to a whole new level.*

Our strategic support is comprehensive and proactive. Enroll360 partners achieve success with us thanks to our tireless efforts to innovate and improve, both before and during campaigns. Your Strategic Leader will bring forward insights from patterns of interest and intent observed across all of your EAB partnerships (Marketing, Cappex, Intersect) as well as your website. We will meet with you at least biweekly to share micro and macro insights, deliver custom reports, and proactively bring forward recommendations for continuous improvement.

We also dedicate an entire team to marketing analytics. This commitment of resources to campaign oversight and optimization will give you an edge in a competitive recruiting environment. Additional information on Enroll360's monitoring services can be found on **page 12**.

## **Applying Unparalleled Scope of Research to VMI Campaigns**

***V. Statement of Needs: B. have demonstrated success in increasing the response rates for college searches similar to those proposed by VMI and to bring forward new and innovative ideas for improvement. (Cont.)***

Your Enrollment Management Consultant, an on-call strategic resource with in-depth knowledge of your campaigns and strategy, brings these best practices and trends insights together with institutional context to continue enhancing VMI's Enroll360 partnership. Please see our response to **Question J** on **page 16**. for additional information on the Enrollment Management Consultant.

**C. guarantee minimum duplication of material sent if a prospective student's name has previously been acquired by VMI and ensure VMI's pool of inquiries are not duplicated in the contact. Overlap reports must be provided that indicate the number of duplicates between lists.**

As outlined by VMI, we guarantee minimal duplication of material sent and can provide overlap reports, as needed.

EAB's data hygiene, de-duplication, and programming methods are proprietary and have been developed during our nearly 40 years of experience executing Student Search campaigns on behalf of hundreds of colleges and universities.

**D. have demonstrated success in developing and generating effective, high quality personalized letters, emails and other relative campaign materials designed to generate interest from prospective students while adhering to the graphic standards of VMI.**

Enroll360 builds on EAB's 40-year track record of success delivering effective, high-quality campaign materials to prospective students. This success is best evinced through our lasting partnerships, with 95% of EAB partners continuing with us each year, and we have supplied several case studies demonstrating this success on **page 30**.

How EAB stays at the forefront of what students expect and respond to is no mystery; it is hard work. From constant and extensive market testing to ongoing investments in leading tools and platforms, Enroll360's success is built on the day-in, day-out attention to detail VMI has come to expect from EAB.

Every year, EAB conducts 450+ annual in-market tests of marketing strategies and approaches. This is the foundation of our approach, and it is the reason why our campaigns achieve such outstanding results year after year. Every tactic, tool, and platform used in our marketing outreach is backed by evidence of its ability to positively influence ROI.

One example is graphic emails. For 14 years, when we tested graphic emails, they suppressed email response rates. In the 15th year, when we tested graphic emails, they boosted response rates. Now graphic emails are part of our campaign strategy. On a broader scale, our testing around students' preferences for immersive digital content and the high quality of leads from third-party websites drove our investments in Intersect and Cappex. We test—and retest—every aspect of our campaigns to ensure you maximize every opportunity to boost impact.

We apply what we have learned about what successfully engages today's prospective students through a creative lens adhering to VMI's graphic standards. A dedicated Creative Team develops all electronic, print, and digital communications in alignment with VMI's brand identity and existing materials.

**E. have demonstrated success in tracking the response rates for all sub-groups developed and measuring the effectiveness of the direct contact campaign. Must provide recommendation to pivot as warranted.**

Our success with tracking response rates and measuring campaign effectiveness is grounded in our approach to campaign monitoring and our data-informed approach to campaign analytics. From these solid foundations, your Strategic Leader provides insights and recommendations to pivot as warranted and will proactively manage all elements of your partnership to ensure effective use of the institution's resources.

### **How We Achieve Success in Campaign Monitoring**

Your Strategic Leader is supported by a team of Strategic Analysts and Digital Strategists who provide constant campaign performance oversight. Our ability to dedicate these resources means that you won't miss an opportunity to enhance your student engagement. They can also develop custom reports to drill into any campaign component that you would like additional details on.

In addition to these analytics services, we also provide a suite of analytics tools, which you can use for self-service reporting. Your Strategic Leader will also support you in maximizing value from these tools.

Examples of the services provided by our analytics team include:

- **Campaign Monitoring:** Strategic Analysts and Digital Strategists monitor campaign performance against internally benchmarked KPIs as well as industry-wide performance benchmarks. They investigate variables impacting KPI performance (both positively and negatively) and provide recommendations to improve or course-correct. We have teams dedicated to email deliverability, digital performance, and print quality control, among others, and provide 24/7/365 proactive monitoring.
- **Custom Reporting:** Your Analyst Team can prepare custom reports for your Strategic Leader to present during weekly check-ins. Custom reports are built to your specifications and may include lead, inquiry, and applicant statistics; campaign activity; campaign activity and steps; targets; target behavior; and campaign effectiveness. We can also report on other data of interest, such as gender, ethnicity, standardized test scores, geographic location, distance from campus, audience source (previously purchased names, inquiry pool, newly purchased names, etc.), and much more.
- **Annual Analysis:** At the end of the cycle, EAB will produce a detailed final report and meet with the institution on campus to discuss how strategic adjustments can be made to improve results moving forward.

### **Unique Analytics Inform Recommendations**

Enrollment IQ is the institution's full-funnel analytics platform for on-demand campaign performance analysis. It provides a one-stop destination for understanding the performance, composition, and health of entering classes. The institution will be able to proactively identify prospective growth opportunities and risks at any stage of the enrollment funnel. An overview of screenshots and use cases is provided on the following page.

**V. Statement of Needs:** *E. have demonstrated success in tracking the response rates for all sub-groups developed and measuring the effectiveness of the direct contact campaign. Must provide recommendation to pivot as warranted. (Cont.)*

**Features and Sample Scenarios**

**Performance Monitoring:** Select and download data visualizations for past, current, and future cycles to prepare for Board, Cabinet, or Admissions team meetings.

**Dynamic Filtering:** Apply a filter (residency, ethnicity, test score, campus visit, assigned counselor, or distance from campus) and take that across stages and across classes. What's more, you can create a custom filter that is relevant to how your class builds.

**Geographic Heat Maps:** Zoom in on heat maps (with state and county drill-downs) that allow for more dynamic planning sessions for your counselors.

**Lead Scoring** (*included with Yield*): Gain advanced analytic insight into student enrollment behaviors with lead scores that indicate admitted students' likelihood to enroll. Prioritize counselor workflow with the ability to drill down to student-level data and one-click student list downloads.

**Financial Aid** (*included with FAO*): Aid Analytics data, such as academic rank and expected family contribution (EFC), are also incorporated into Enrollment IQ.

**Sample Enrollment IQ Screenshots and Use Cases**

|



**F. have experience creating and implementing high quality personal websites designed to generate interest from prospective students and inquiries while adhering to the graphic standards of VMI .**

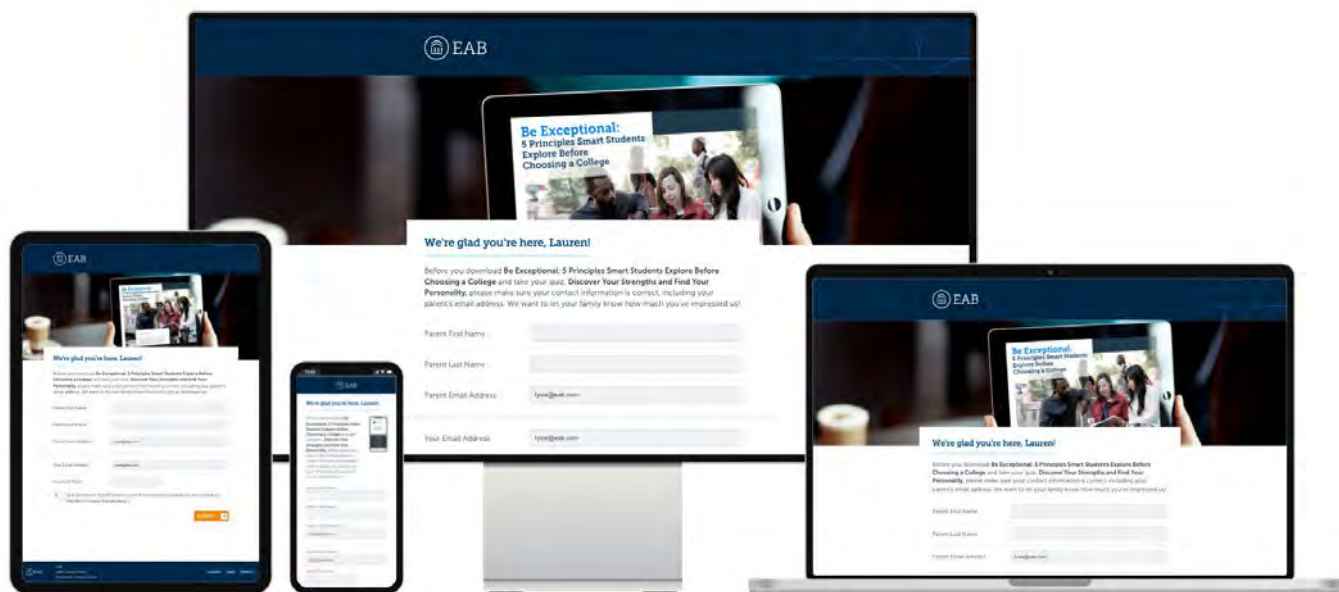
EAB builds campaign response websites (via campaign landing pages) to collect inquiry responses in real time from students and parents in the Cultivate campaigns. Our creative leaders study your graphic standards, and landing pages reflect VMI's unique brand identity.

Thanks to Enroll360 innovations, Enroll360 landing pages are also dynamic and interactive. The information that students input automatically updates the student's communication flow from the Enroll360 campaign. For instance, landing pages could give students the option to indicate an interest in one of your programs. Doing so would trigger a responsive campaign with content related to their interest. As students and parents interact with landing pages, our campaigns capture that data and use it to update and personalize campaigns based on what page visitors are telling us through their interactions.

Landing pages are also designed to generate interest from prospective students and drive traffic to [www.vmi.edu](http://www.vmi.edu). Our research has shown that your website is an important lever for conversion, so we will strategically direct landing-page visitors to pages that will deepen their engagement with the VMI brand. We also place a web-tracking script on [www.vmi.edu](http://www.vmi.edu) so that we can track which pages students are visiting and how they are interacting with them. The detailed data on student website interactivity that we capture with our web-tracking script fuels Enroll360 predictive analytics and is provided to VMI to inform yield-stage outreach and other student engagement and retention efforts.

Beyond the landing pages that EAB provides through Enroll360, EAB has an in-house web design agency. If VMI is interested in learning more about how they can serve you, we provide additional information beginning on **page 22**, as well as pricing.

### Responsive Landing Pages in Enroll360





**G. possess the ability to analyze the results of the personal websites individually as well as in relation to the entire direct contact campaign. Must have proven methods to ensure a high degree of data integrity during the batching/loading/keying of the responses to the direct contact campaign.**

Enroll360 includes Enrollment IQ, a full-funnel analytics platform for on-demand campaign performance analysis. Please see our response to **Question E** regarding campaign monitoring and analytics included with Enroll360, which can be found beginning on **page 12**.

To ensure a high degree of data integrity throughout our campaigns, data exchange with the institution occurs via standardized flat-file transfer. EAB hosts an SFTP for incoming files from the institution, and the institution uses an SFTP to receive responder files from EAB. Responder files are shared with the institution on a regular (weekly or daily) basis and include all information collected during our marketing outreach. Also, among data we send the institution is student engagement with [www.vmi.edu](http://www.vmi.edu).

EAB is committed to a seamless data exchange process, which was tested in advance of our initial campaign deployment for the institution.

For new partners on most common higher education CRMs, **at no charge throughout the implementation period for our campaigns**, we provide our Data Integration Service (DIS), which performs **up to 90% of the data integration work** on your behalf. Our data integration approach allows new partners to benefit from the following services:

- EAB manages all necessary technical work to automate your outbound campaign data feed.
- All scripts are prepared in a non-production environment with controlled access with processes in place to minimize data risk.
- EAB provides starter scripts to manage the extract process and ongoing consultation to adapt processes as necessary (i.e., changes in list-source file layout).

**H. data support and manipulation to provide files of the responders in a specific custom layout when needed.**

EAB provides a dedicated Data Implementation Specialist who will work closely with designated data professionals at the institution to ensure that all EAB data transfers are sent and received in an acceptable format and provide for seamless loading into institutional systems.

Our team will continue to work with you to ensure ongoing seamless data transfer. For example, as the list sources change the data they share, our team will update the data in our responder files to match the data layout in institutional systems.

**I. demonstrated success in tracking and analyzing response rates for all sub-groups developed and measuring the effectiveness of the direct contact campaigns. Must possess methods to measure direct campaign effectiveness.**

Our success with tracking response rates and measuring campaign effectiveness is grounded in our approach to campaign monitoring and our data-informed approach to campaign analytics. From these solid foundations, your Strategic Leader provides insights and recommendations to pivot as warranted and will proactively manage all elements of your partnership to ensure effective use of the institution's resources.

Please see our response to **Question E** regarding campaign monitoring, tracking, and analytics included with Enroll360, which can be found beginning on **page 12**. These tools and approaches, along with the support of your Strategic Leader, enable EAB to measure and regularly communicate direct campaign effectiveness.

**J. provide staff training for all services provided including strategy, workflow included.**

At EAB, we do not separate strategy from execution. One of the permanent members of your core Enroll360 Team is an Enrollment Management Consultant. This enrollment expert brings extensive on-campus leadership experience thorough understanding of EAB marketing campaigns and services and deep knowledge of proven yield strategies and best practices.

This senior-level enrollment expert brings decades of enrollment management experience and an intimate understanding of EAB's programs and strategic approach. Our Enrollment Management Consultants are available to provide expert guidance and insight across a broad range of questions affecting your overall enrollment strategy, such as these: Should we adopt or make changes to a test-optional admissions policy? Should we waive our application fee? What strategies can we deploy to increase yield?

Effective strategy has to be translated at all levels of the organization. This is why we include senior-level subject-matter experts as core members of your team. From executive mentorship for enrollment leaders to staff training in enrollment operations best practices for the institution's in-house student recruitment marketing team, these experts are a flexible planning and training resource provided with your Enroll360 partnership to support you holistically.

**V. Statement of Needs: J. provide staff training for all services provided including strategy, workflow included.**  
(Cont.)

### Training Is Part of Our Holistic Partnership

As part of your Enroll360 partnership, we can support ongoing professional development of the institution's staff with high-level or in-depth trainings on common or custom topics of strategic enrollment management. A few (of the many) areas of training and workflow support we can offer include:

Sample Training Topics			
<i>Student and parent communications preferences</i>	<i>High school counselor perspectives in the COVID-19 environment</i>	<i>Best practices for effective email content</i>	<i>Generation Z perspectives on digital channels</i>
<i>Customized training for admissions counselors and other staff</i>	<i>Onboarding of new admissions staff</i>	<i>Effective approaches to yield</i>	<i>Operational effectiveness to post-admission communications flows</i>

### Workshopping Your Comprehensive Communications Strategy

As another example of how your Enroll360 partnership is designed to support the institution with the development of a comprehensive communication strategy, EAB will invite your admissions and marketing teams to participate in an exclusive **Communications Workshop**. The purpose of the workshop is to develop a more intimate understanding of your communication flows, brainstorm opportunities to enhance our creative and messaging strategy, and ensure that efforts are coordinated across our respective teams.

During the workshop, we will analyze the timing, audiences, channels, and content of outreach conducted by the institution independent of our campaigns. Our experts will benchmark your outreach against established best practices and identify optimization opportunities. We have a library of communication best practices compiled through a combination of ongoing research and testing with our partner institutions. We look forward to leveraging these resources and our marketing expertise to help the institution develop a strategic framework for optimizing the enrollment marketing campaigns we execute on your behalf while maximizing the impact of your current, in-house efforts.



## Additional Information: Other Services EAB Can Provide to Support Institutional Recruitment Goals and Objectives

Targeted undergraduate marketing is a foundational element of the institution and other VASCUPP institutions' strategic enrollment management strategies. EAB brings the organizational maturity, scale, and expertise to continue building out other important elements of overall institutional recruitment.

Across the following pages, we provide overviews of services for **adult degree completion**, **graduate** and **professional recruitment**, enrollment-minded **website optimization**, and **advancement and alumni engagement**. Each of these services plays a key role in overall enrollment strategy, and we include this additional information to provide a complete picture of the range of services EAB can provide to support recruitment at VMI and other VASCUPP institutions.

### Adult Recruitment Marketing Partnership to Enhance Adult Degree Completion, Graduate, and Professional Programs

EAB's **Adult Learner Recruitment (ALR)** service is a strategic enrollment solution that combines enrollment planning with marketing and recruitment services to help institutions achieve their enrollment goals and succeed in a competitive market. ALR utilizes intent-based marketing, specifically optimized for higher education, social media, and digital marketing as well as marketing on traditional channels to build demand, applications, and enrollments for your programs.

Over the following pages, we highlight a few of the unique and impactful elements of our approach and services provided through ALR.

## Adult Learner Recruitment Core Components

ALR includes the following services, which we scope to your institution's goals and objectives.

<b>Affinity Modeling</b>	Through a process known as <b>Affinity Modeling</b> , we will combine your current and historical enrollment data with consumer analytics to develop a data-driven understanding of the characteristics, behaviors, and motivations of the students who enroll in your graduate programs. We use your custom Affinity Model to create <b>Student Profiles with Audience Insights</b> . These reveal critical insights about who is interested in a degree from the institution and why. Persona details include personal characteristics, purchasing and lifestyle behavior, demographics, psychographics, communication preferences, and more.
<b>Multi-source Audience Strategy</b>	Building a high-quality audience of adult learners for your programs is an essential and extremely challenging task. We help you expand your reachable audience to ensure that you can contact as many potential right-fit students as possible early in their journey. Targeting sources include a national consumer database, test-taker lists, our proprietary Cappex list source, your institution's inquiry pool, young alumni and current undergraduates, and first-party digital platforms.
<b>Creative Strategy</b>	ALR <b>Creative Services</b> are grounded in big data and consumer analytics. EAB's creative experts leverage consumer insights to develop campaign creative that speaks directly to the personal motivations of your target audience. We monitor marketing in the field and calibrate creative based on what students are telling us they want to see.
<b>Intent Marketing for the Student Journey</b>	We will develop and execute a customized <b>Intent Marketing for the Student Journey</b> strategy to engage and shepherd your prospects through the enrollment funnel. These behavioral-based campaign flows are responsive to intent signals and automatically adapt based on how prospects engage with the campaign. When your prospects are ready to apply, our campaigns will guide them to your application portal, provide deadline reminders, and nudge them to completion.
<b>Campaign Monitoring and Reporting</b>	As a full-funnel solution, EAB's team consistently monitors and responds to indicators of campaign success, all while providing partners ongoing access to campaign and funnel performance to demonstrate return on campaign investments. We provide our partners with <b>Monitoring and Reporting Services</b> and an online <b>ALR Insights Dashboard</b> to ensure you have the visibility into marketing performance needed to inform strategic decisions and smart investments.

## Strategic Review and Optimization

ALR partners gain dedicated EAB resources for campaign oversight, optimization, and innovation. Throughout our partnership, we will orchestrate touchpoints to ensure you have full control over your marketing strategies along with the expert guidance to develop and execute effective plans.

<b>Ongoing Testing and Learning Agenda</b>	<p>We rigorously test new ideas on an ongoing basis to identify highest-impact industry practices and maximize your results.</p>
<b>Organizational Benchmarking Services</b>	<p>We provide expert guidance on professional and adult education organizational design, including intelligence from a proprietary database, on-site workshops, and case studies of high-revenue units.</p>
<b>Campaign Optimization and Refresh</b>	<p>We evaluate your marketing campaign performance and implement optimization recommendations on an ongoing basis.</p>
<b>Regular Check-Ins, Campus Visits, and Ad Hoc Contact</b>	<p>Your EAB team will visit campus at least once each year to meet with your team in person, discuss partnership impact, and consult on opportunities to improve program performance.</p>
<b>Annual Strategy Summit</b>	<p>EAB will also host an annual Strategy Summit for the institution at our Richmond, Virginia, office. The agenda for this Summit is flexible and designed around current priorities but will generally focus on providing access to the experts and research-backed insights needed to elevate your recruitment and marketing strategies.</p>

## ALR Partnership Enhancements

In addition to the services described above, the following services can be added to your ALR partnership.

<b>Market Research and Program Strategy</b>	<ul style="list-style-type: none"> <li>• <b>Professional and Adult Education Forum (PAEF):</b> As a PAEF partner, the institution will have access to employer-focused market demand research, portfolio assessments, marketing and recruitment strategy studies, and resources to inform the development of your graduate recruitment strategy over time. We will examine both the sustainability of your current portfolio and a range of factors related to the institution's market opportunity for adding new programs and/or modalities. Services include: <ul style="list-style-type: none"> <li>○ Portfolio Health Check</li> <li>○ Market Opportunity Scan</li> <li>○ Program Feasibility Studies</li> <li>○ Market Insights</li> </ul> </li> <li>• <b>Program IQ:</b> This on-call consulting engagement delivers guidance from an expert enrollment consultant and access to custom market research. EAB will conduct a targeted competitive analysis and program design workshop with respect to up to three programs of your choice. In comparing each program with up to five competing programs, we assess curricular features, admissions requirements, tuition, modality, academic calendar, and more. We also assess market demand for the program and conduct a high-level review of the program webpage.</li> </ul>
<b>Marketing and Recruitment Services</b>	<ul style="list-style-type: none"> <li>• <b>SEO Audit:</b> Drawing on industry best practices and our deeply researched understanding of students' digital and enrollment behavior, we will</li> </ul>

comprehensively assess your website and search performance to identify specific actions that will increase the institution's visibility on search engines.

- **Paid Search:** Our team of digital-marketing experts will manage your Paid Search campaigns and optimize keyword bidding and budget to meet your desired outcomes. Through continuous campaign refinement, targeting, and keyword research, we will drive impressions, clicks, and conversions.
- **Event Marketing Campaign:** EAB will execute marketing campaigns aimed at driving attendance at your events. Event marketing is a great way to generate inquiries from new audiences who may not be interested in submitting an inquiry but who are interested in your events.
- **Certificate Marketing Campaign:** To support the institution with growing awareness and recruiting prospects for your certificate programs, we will implement a certificate marketing strategy that builds on the Student Journey campaigns to target individuals who express interest in the certificates and promote certificates as a more achievable alternative for those who do not respond to the primary marketing.
- **LinkedIn Marketing Campaign:** We have the ability to target candidates who have worked or currently work at a specific employer of interest, and we have seen great success targeting these candidates with specific creative highlighting tuition benefits or talking about career advancement with a given program. We also can leverage skills and interest-based targeting in LinkedIn to reach these audiences.
- **Newsletter Campaign:** EAB creates and sends a monthly email newsletter to help you engage future applicants and deferrals. Content includes campus news, student stories, and an invitation to apply.
- **Cappex Inquiries:** Our leading network of affiliate websites and platforms helps you identify and reach more right-fit, interested students.

**Yield** Once students have applied, we survey them with our **Decision IQ** service to assess enrollment intentions. Decision IQ supports strong yield rates by helping you identify which students to focus your limited admissions staff time on to move the needle on enrollments.

Decision IQ also generates competitive intelligence. EAB will ask non-yielding students where they intend to enroll, which helps you identify key competitors, recognize applicants' decision drivers, and discover insights for more effective messaging.

**Virtual Tour** For ALR, YouVisit delivers a customized tour for your graduate and adult learner populations, distinct from your prospective undergraduate tour. YouVisit's Virtual Tour platform provides prospective students access to your school campus.



## Targeted .edu Content Strategy Engagement to Support Overall Recruitment

Beyond a visit to Lexington, Virginia, the Post, and all campus has to offer prospective students and their families, few sites matter more to recruitment than [www.vmi.edu](http://www.vmi.edu). Your institutional recruitment goals and objectives depend on attracting and retaining the interest of today and tomorrow's generations of digital natives, and we include additional information on EAB's **Targeted .edu Content Strategy Engagement (TECS)** in the event the institution seeks to include these services in your partnership now or as part of a future enrollment-focused website improvement.

Our TECS partnership is designed to **drive** search engine visibility, **engage** users, and **capture** qualified users on the most enrollment-critical pages of your .edu. The optimal search-to-site experience is a click path fueled by content that fulfills the searcher's intent. EAB is prepared to develop a strategic content roadmap for your most enrollment-critical pages, inclusive of SEO analysis, content strategy recommendations, and immersive digital marketing best practices, to help guide your prospective students toward conversion.

Our portfolio site showcasing our work in higher education can be found at <https://agency.eab.com/showcase/>, and our sample site, <https://agency.eab.com/>, reflects many of the best practices we seek to employ.

### TECS Focuses on Recruitment Essentials for Your Site

- **Drive search engine visibility and SEO performance of your most enrollment-critical pages:** We will use insights from a comprehensive SEO Audit to uncover click-path behavior that pairs with audience insights in order to support keyword recommendations to increase search engine visibility, organic traffic, and conversion.
- **Engage and impress users who arrive on your .edu:** Working within the confines of your existing CMS, we will create a webpage blueprint for your most enrollment-critical pages, so your users feel connected, inspired, and motivated to stay on your site.
- **Capture users while they are engaged and motivated:** We will expand top-of-funnel inquiries, especially from prospective students, by using strategic placement of links, buttons, CTAs, and immersive forms.

EAB builds **enrollment-optimized websites**. Higher education websites play a crucial role in attracting and converting prospective students. EAB deeply understands students and how to recruit them. We know how higher education websites can support student recruitment while serving larger strategic and marketing goals. No other company can match our background and expertise in enrollment or offer a similar solution.

Enrollment expertise infuses every aspect of our work, yielding differentiated results across every important aspect of website development:

- **Search Engine Optimization:** A well-built website will not support your most important recruitment goals if students cannot find it. We bring an understanding of student search behaviors that no one else can match.
- **Lead Conversion:** This is EAB's core capability. We bring our deep understanding of student behaviors and proprietary technology developed specifically for this purpose to ensure your website is maximizing lead conversion.
- **Effectively Engaging Key Audiences:** We build 40 years of recruitment marketing experience and a research apparatus focused on ongoing innovation into our approach to information architecture, mobile optimization, website analytics, and user testing. This enables superior audience engagement across every dimension of your site.
- **Cultivating a Capable and Responsive Web Team:** We bring our experience working with hundreds of colleges and universities so that you have the right people, resources, and processes in place to ensure site performance and sustainability.
- **Build-and-Evolve:** EAB's unique partnership approach ensures your website will stay fresh while capitalizing on trends in audience behavior and changing digital preferences.



Our Targeted .edu Content Strategy Engagement includes the following services, which we fine-tune to specific objectives with your marketing and enrollment teams.

### Targeted .edu Content Strategy Core Services

#### Planning & Discovery

EAB combines strategic planning with data insights from site analytics. We will conduct stakeholder interviews and a kickoff session to convene on goals and strategy. The outcome of the session will be a foundational strategy built on three key goals: user goals, recruitment goals, and brand experience goals.

Our strategic planning process is built on a deep understanding of students and the application of evidence-based insight. Services include:

- SEO Audit
- Content Inventory Assessment
- CMS Review
- SME/User Interviews
- Behavioral Flow Assessment
- Page Selection & Goal Setting

#### SEO Strategy

Our SEO strategy is based on EAB best practice research and the results of our SEO Audit of your site. This reveals your opportunities to increase search engine visibility, drive organic traffic, and improve competitive share of voice, and it informs on-page content strategy.

Services include:

- Keyword Research
- SEO-Supported Meta Descriptions
- SEO Management

#### Content Strategy, Design, & Copy

At EAB, we care about what motivates people, and we uncover ways to inspire them through engaging content. This is especially important as the website is both a key source of information and a critical factor in nurturing relationships. We believe creative direction begins with empathy, and we constantly ask ourselves, “What behavior are we trying to encourage?”

Our work will help ensure brand continuity between digital tactics. Services include:

- Visual Content Briefs
- Custom Module Design
- Media Recommendations
- Assisted Partner Asset Selection
- Copywriting
- Full Spec Layout (Figma Kit available)
- ADA Design Review & Recommendations

#### Interactive Content Production

Interactive Content Production services include:

- Interactive Web Content
- Conversational Inquiry Forms
- On-Site Capture Crew or P.A.C.K. Camera

Interactive Web Content (IWC) provides a one-of-a-kind, immersive experience crafted to elevate existing page content and offer users maximum opportunity to engage. This **Experiential Content** goes beyond standard photos and videos by providing a 360-degree immersive experience. We combine different media formats while leveraging the

unique strengths of each to allow students to build an emotional connection with your institution by experiencing it firsthand.

Our Conversational Inquiry Form is incorporated into IWC. This progressive web form keeps students moving and drives higher completion rates with gamified design and smart, clean data capture.

**Optimization & Advisor**

Building upon the learnings and partner-implemented live content from Year 1, we will move fully in to tracking, optimization, and advising to support the success of the content work and future content needs.

While the scope of these services depends on the goals of each institution for TECS, services can include:

- Annual Strategic Roadmap
- Website Usability Testing with Reporting
- Quarterly SEO Assessments with Tracking
- IWC Refresh with Layered Media Recommendations
- Monthly Strategy and Planning Calls
- Quarterly Executive Report
- Monthly KPI Tracking Report
- Quarterly Accessibility Audit
- Annual Content Audit
- Dedicated Strategy Consulting with flex hours

## Advancement Marketing Services Partnership to Enhance Alumni Engagement and Giving

In this section, we provide information on our Advancement Marketing Services (AMS), as part of the additional options the institution may include in your partnership with EAB.

EAB recognizes the great impact the institution's illustrious alumni and extended community have and can continue having on your institutional advancement goals and objectives. An essential part of holistic, long-term strategic advancement management is engaging with your alumni and campus community to support lifelong affiliation and sustainable fundraising success.

AMS is a full-service advancement marketing partnership that leverages best practices and data-driven execution to increase donors, dollars, and pipeline through proven multichannel marketing. We will build and execute an Annual Giving and Engagement Marketing plan for the institution. Through a strategic combination of services, technical capabilities, and expertise, AMS will **increase revenue**, leverage communication data to **ensure donors are met in preferred channels**, and **modernize data and communications**.

EAB will leverage marketing science, robust in-field testing, and creative discovery to deploy campaigns that create unique donor journeys based on previous giving and engagement history. Across each campaign, we will deploy a multichannel, sequenced approach leveraging direct-mail, email, and digital platforms—LinkedIn, Facebook, and Instagram—to deepen existing relationships and cultivate new supporters. By engaging donors in a multichannel approach, we will retain current donors at a higher rate, recapture past donors who have stopped their support of the institution and acquire individuals who have not historically given. We also provide to the institution data about who is interacting with certain EAB communications for prioritization in other channels, which provides targeted opportunities for personal outreach from your team.

Considerations such as channel selection, outreach timing, and contact frequency are driven by our donor propensity modeling and segmentation strategy. Our digital and direct-marketing strategies are strategically coordinated to constantly build engagement and giving.

## AMS Core Components

AMS includes the following campaigns customized to deliver strong annual campaign results while building on positive alumni engagement to drive lasting donor relationships and supplement organic advancement pipelines. Across each of these campaigns, we will deploy a multichannel, sequenced approach to leveraging **direct-mail, email, and digital platforms—LinkedIn, Facebook, and Instagram**.

<b>Fall Renewal</b>	We provide a Fall Renewal Campaign to thank and renew current and past supporters. Fall is the ideal time to thank donors for their past support and encourage early renewal in the fiscal year. With the appreciation messaging, this campaign is a complementary lead-in to the stronger appeal used in CYE but still contains a clear ask.
<b>Calendar Year-End</b>	Calendar Year-End Campaigns are designed to renew and acquire new annual fund donors by presenting a strong, compelling case for giving with investment in the institutional mission. We leverage a sense of urgency to make a charitable, tax-deductible donation by December 31.
<b>Fiscal Year-End</b>	The Fiscal Year-End Campaign builds value and momentum outside the prime season. The Fiscal Year-End Campaign focuses on creating a meaningful reason for constituents to give prior to the close of the fiscal year. While this deadline is critical for the success of the institution, this deadline holds little value to your audience. We will partner together to create a deadline-driven campaign that focuses on past donors who have not yet renewed this fiscal year.
<b>Day of Giving</b>	<p>This campaign will focus on renewing and acquiring new annual fund donors by presenting a strong, compelling case for donating in support of the institution's Day of Giving. More than half of EAB's partners trust our team with supporting their Giving Days.</p> <p>EAB has created a playbook to guide planning efforts and deploy multichannel appeals to generate more support on Giving Day. Our experience has also refined the messaging that generates excitement around philanthropy and drives immediate action to showcase the power of collective giving.</p>
<b>Digital Marketing</b>	EAB will oversee complete development of copy, designs, and graphics for marketing materials in digital-marketing campaigns across LinkedIn, Facebook and Instagram. Our digital-marketing strategy includes campaigns that will mirror and be fully integrated with the annual campaigns.

## Expert Resources and Strategies

AMS is a strategic partnership, and through it we provide the following expert resources and strategies to optimize your Annual Campaigns and support the overall advancement mission of the institution.

<b>Ongoing Testing and Learning Agenda</b>	<p>EAB delivers strong ROI by embedding campaigns with proven best practices that influence the decision to begin giving, continue giving, and give at greater levels.</p> <p>Through rigorous analysis of data, we identify exactly which marketing outreaches will be most effective in your campaigns.</p>
<b>Creative Development</b>	<p>Through a multistage, iterative process, EAB's creative leaders will blend the institution's brand with advancement marketing best practices that have been thoroughly tested and proven in A/B tests across millions of alumni and higher education donors. In the process, we will weave in custom creative strategies that have demonstrated an ability to resonate with your target donor segments.</p>
<b>Best Practices</b>	<p>Across all of our partners, we constantly scan for best practices that can be scaled across the AMS cohort to optimize performance and elevate results.</p> <p>To activate these best practices, we include <b>semiannual workshops</b> and <b>ongoing consultative services</b> as part of an AMS partnership.</p>
<b>Data-Driven Campaign Strategy</b>	<p>Our detailed analysis of donor behavior allows you to understand what donors are saying about how they want to give—and then we develop marketing campaigns to meet their demand. Data allows us to predict and understand channel behavior (email, mail, digital), identify untapped pockets of opportunity, and develop effective segmentation strategies.</p>
<b>Monitoring and Optimization</b>	<p>As EAB deploys campaigns, we will optimize timing, maximize email deliverability, and track engagement through proprietary systems. EAB's professional analysts monitor campaign performance in real time to identify emerging trends and opportunities and make recommendations for improved campaign performance.</p>

## AMS Partnership Enhancements

In addition to the services described above, the following services can be added to your AMS partnership.

<b>Affinity Campaigns</b>	In addition to our core fundraising campaigns, AMS can develop Affinity Campaigns focused on specific audiences, such as athletics, clubs, and other organizations. Affinity Campaigns benefit from the same approach to data-informed campaign strategy and high-touch campaign management as Annual Campaigns.
<b>Digital Fundraising Support</b>	We can enhance your digital strategy with campaigns focused on specific objectives, such as engagement or information acquisition, as well as remarketing and lead forms.
<b>Digital Giving Platform</b>	EAB can provide a donor-centric giving platform to engage audiences through storytelling to support your Day of Giving efforts. EAB will have the ability to remarket to donors who engage with content on the platform using an embedded tracking script.

### 3. Expertise, Qualifications, and Experience of the Firm

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

#### EAB's Expertise and Qualifications

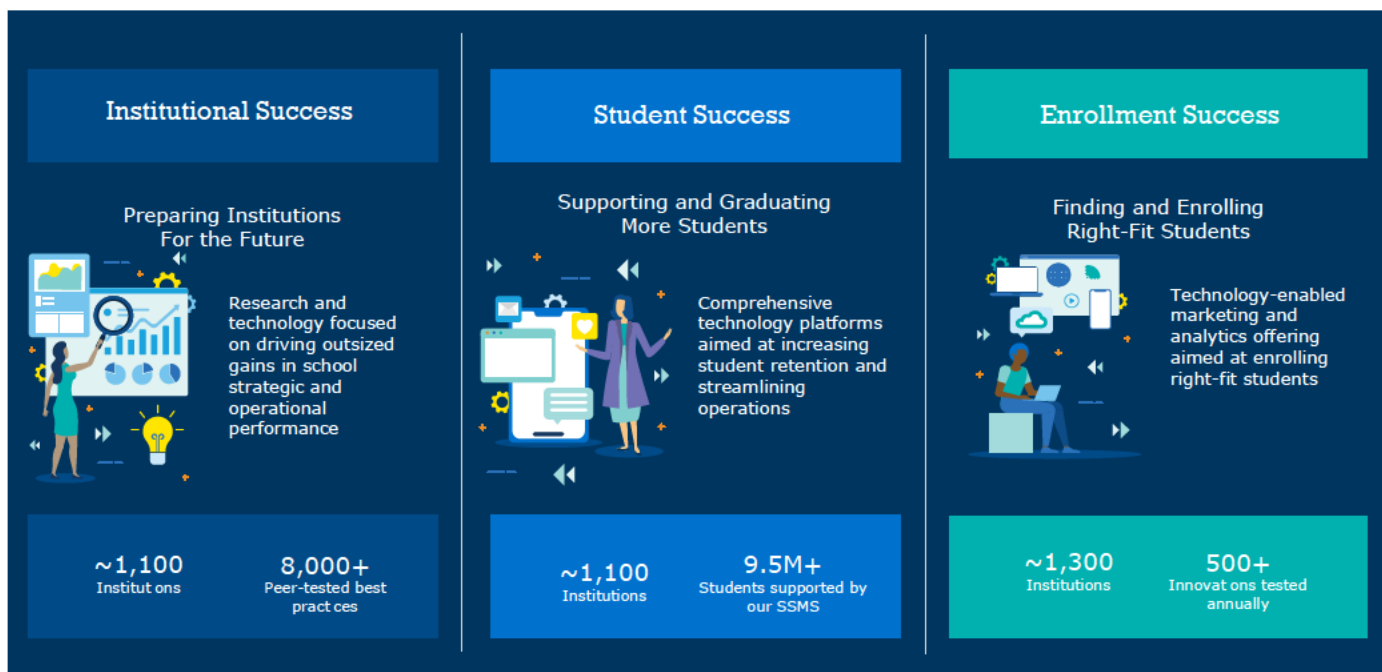
EAB's Marketing and Enrollment Services division provides innovative, data-enabled marketing and recruitment services to higher education institutions across the country.

For ease of reading, we present here and following details of our expertise and experience, and we include information on personnel in the section beginning on **page 34**.

#### About EAB

EAB is an education company. Our Marketing and Enrollment Services division helped create the field of "student search" 40 years ago. We have consistently innovated to support our partners in meeting their goals. Since the beginning of the pandemic, we have invested significantly in innovations to equip our partners with the tools to adapt to the shifting ways students search for and choose colleges.

Across our firm, we harness the collective power of more than 2,500 partner institutions worldwide to uncover and apply proven practices and game-changing insights. EAB is composed of 1,700+ professionals. Our firm continues to grow, and EAB has a strong financial status, with an annual revenue of approximately \$400 million.



## Enroll360 Undergraduate Recruitment Experience

EAB has **40 years of experience** executing student recruitment campaigns. Moreover, we have deep experience with every facet of the process, as the following statistics demonstrate:

Our approach to enrollment marketing services is founded on the fact that your best class of incoming college freshmen is built, not merely found. This approach maximizes the potential for upside growth and is the reason why our partners achieve market-beating performance year after year. We are unwavering in our commitment to the highest levels of service. The institution will benefit from the rigor of our campaign execution and our commitment to providing you with the strategic enrollment expertise, whether that means on-demand advice, analysis for an upcoming board presentation, or training in enrollment management best practices.





## Adult Learner Recruitment Experience

ALR provides innovative, data-enabled marketing and recruitment services to higher education institutions across the country. Over 30 years ago, we helped create the field of “student search” by connecting colleges and universities with their next class of best-fit students. **Over 20 years ago**, our partners asked us to begin marketing their graduate programs. At the request of our partners, we launched marketing services for the broader adult landscape 14 years ago. Today, we provide strategic enrollment marketing services for graduate, adult, and online programs to 170+ colleges and universities through our ALR division.

Our best practice approach is grounded in rigorous A/B testing, extensive data and analytical assets, and a dedicated research operation that fuels constant innovation in our programs and strategies. From our early innovations in print-based marketing in the 1980s to the virtual campus experiences that we offer today, EAB has always been at the forefront of providing colleges and universities the most effective and proven ways to recruit and enroll students.

We understand the behaviors, challenges, and lifecycles of undergraduate, graduate, nontraditional, and online learners and the unique strategies for finding, engaging, and enrolling each. Millions of students have matriculated and graduated as a direct result of our partnerships with colleges and universities.

ALR has a proven track record of supporting colleges and universities with strategic enrollment initiatives related to Graduate Enrollment Marketing.

Highlights of the enrollment growth and return on investment that we have delivered for ALR partnerships focusing on Graduate recruitment are provided here:

## Agency (Targeted .edu Content Strategy) Experience

Our experience executing campaigns for undergraduate and adult learners has contributed greatly to our capacity to assess and improve the digital experiences prospective students experience when they visit partner institution websites. Content strategy begins with understanding audiences, and EAB has unparalleled depth of knowledge and experience with institutional constituents.

We understand audience motivations and emotional drivers:

We have experience building landing pages for specific audiences inclusive of prospective students, current students, alumni, faculty, and staff.

- **Prospective students:** EAB serves hundreds of partners by finding and enrolling the right students through data-driven marketing services that attract greater interest from qualified prospects. We deeply understand the prospective student journey for all student types and their influencers based on both our research and practice.
- **Current students:** EAB aids its partners in supporting and graduating more students by providing technology that combines analytics, intervention, and collaborative tools with a complete suite of direct-to-student support in web and mobile applications.
- **Alumni:** EAB has a deep and experienced team focused exclusively on engagement and fundraising success. We work directly with partners on advancement strategy and directly execute campaigns on behalf of our partners. We know what motivates alumni and how to communicate with them to encourage action.
- **Research:** Research and data are central to our services. We have extensive knowledge of the primary issues and challenges facing higher education leaders and audiences today.

Our Agency Team rivals both bespoke operations and large-scale units in terms of technical prowess, but we bring the higher education-specific expertise essential to delivering on recruitment goals at partner institutions.

## Advancement Marketing Services Experience

EAB's Advancement Marketing Services (AMS) division has helped colleges and universities engage alumni and other supporters through innovative, data-enabled campaigns for 11 years. Since merging Royall & Company with EAB in 2015, we have broadened our expertise with the higher education-focused best practice research of the Advancement Forum and EAB's sophisticated data and analytics capabilities—including AI and machine learning.

Our marketing engagements expand a university's circle of support, strengthen existing relationships, and bolster financial sustainability.

AMS partnerships generate a variety of results, determined by the goals of our partners. To demonstrate the ability of our campaigns to achieve the results sought by the institution, we are providing the results of two Southern, public institutions with characteristics similar to VASCUPP institutions.

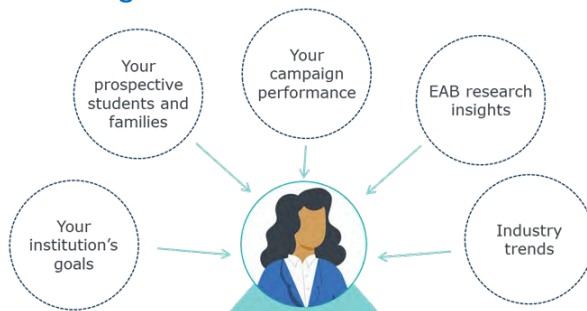
## Qualifications and Experience of Key Personnel

We dedicate considerable staff to ensure the success of each partnership—Enroll360, Adult Learner Recruitment, Targeted .edu Content Strategy, and Advancement Marketing Services—and, for each, a **Strategic Leader** will serve as your primary point of contact. Each Strategic Leader is a marketing expert responsible for successful execution of your programs and their bearing on your larger institutional goals and objectives. Your Strategic Leader will be deeply engaged with all aspects of campaign development, execution, monitoring, and optimization and will ensure that every aspect of our work together reflects the institution's unique identity, needs, and aspirations.

The Strategic Leader for each service also manages a larger team of technical specialists who operate as an extension of your institution's marketing department. Your Strategic Leader also brings in experts from across our firm at key moments to elevate each campaign or solution's performance and to optimize your enrollment marketing strategy. Your institution will enjoy the benefits of our scale, effectively gaining full Digital-Marketing, Analytics, Data Science, and Creative Teams, among many others, who are dedicated to your success.

While the exact makeup of each team of specialists varies across services, below is a general overview of the specialists our firm and your Strategic Leader can bring to bear in support of your recruitment goals:

### Your Strategic Leader Acts as a Central Conductor



### A Team of Experts Backing Your Success

<b>Enrollment Management Consultant</b> <ul style="list-style-type: none"> <li>Extensive real-world experience</li> <li>Advises on strategic program planning</li> <li>Supports staff training</li> </ul>	<b>Financial Aid Principal</b> <ul style="list-style-type: none"> <li>Financial aid strategist</li> <li>Coordinates aid and marketing strategies</li> <li>Deep statistical and analytical expertise</li> </ul>	<b>Account Manager</b> <ul style="list-style-type: none"> <li>Key contact for day-to-day operations</li> <li>Facilitates campaign development</li> <li>Supports campaign strategy, monitoring, and optimization</li> </ul>	
<b>Data Implementation Specialist</b> <ul style="list-style-type: none"> <li>Primary data point of contact</li> <li>Supports exchange of data</li> <li>Optimizes data transfer processes</li> </ul>	<b>Copywriter</b> <ul style="list-style-type: none"> <li>Develops governing campaign themes</li> <li>A communications best practice expert</li> <li>Your brand steward within EAB</li> </ul>	<b>Digital Marketer</b> <ul style="list-style-type: none"> <li>Develops digital-marketing campaigns</li> <li>Manages digital campaign launches</li> <li>Tests new ways to optimize performance</li> </ul>	
<b>Data Scientist</b> <ul style="list-style-type: none"> <li>Expertise in machine learning</li> <li>Develops benchmarking cohort</li> <li>Supports advanced analytics</li> </ul>	<b>Art Director</b> <ul style="list-style-type: none"> <li>Leverages legacy branding</li> <li>Ensures visual differentiation</li> <li>Ensures consistency across media</li> </ul>	<b>Research Consultant</b> <ul style="list-style-type: none"> <li>Higher education researcher</li> <li>Expert on enrollment trends</li> <li>Shares research findings to guide strategy</li> </ul>	
<b>Strategic Analyst</b> <ul style="list-style-type: none"> <li>Tracks campaign performance</li> <li>Performs custom analyses</li> <li>Informs your strategy</li> </ul>	<b>Web Designer</b> <ul style="list-style-type: none"> <li>Expert in responsive web design</li> <li>Builds user-friendly webpages</li> <li>Optimizes content for conversions</li> </ul>	<b>Targeting Analyst</b> <ul style="list-style-type: none"> <li>Industry-leading list expertise</li> <li>Translates your aims into list strategy</li> <li>Oversees all technical list work</li> </ul>	
<b>Project Manager</b> <ul style="list-style-type: none"> <li>Oversees campaign launch</li> <li>Ensures coordinated delivery</li> <li>Optimizes team workflows</li> </ul>	<b>UX Design Experts</b> <ul style="list-style-type: none"> <li>Deep expertise in user centered design</li> <li>Leverages user research to inform design</li> <li>Champions accessibility best practices</li> </ul>	<b>VP Partner Success</b> <ul style="list-style-type: none"> <li>Deep higher ed marketing expertise</li> <li>Senior advocate for your success</li> <li>Resource for our partnership</li> </ul>	

While final team assignments will not be made until execution of a contract, we have provided representative biographies of EAB team members in each marketing and enrollment solution area to demonstrate the qualifications and experience of EAB staff.

## Enroll360 Team

With EAB as your incumbent enrollment marketing partner, VMI stands to benefit from the continuity of having a team in place that knows your institution, your goals, and your challenges. We have developed strong working relationships with your staff, and we understand the intricacies of your systems, your data, and your reporting preferences. Considering the volatility of today's enrollment landscape, maintaining a strong foundation on which to build and implement effective recruitment marketing strategies is critical to success.

Institutions beginning a new partnership through Enroll360 will have final team assignments different than VMI but similar in expertise, quality, and dedication to achieving its goals.

**Philippe Best** will continue to be VMI's Strategic Leader for our Enroll360 partnership. In this capacity, he serves as your primary point of contact and chief architect of our partnership. **Ian Watt** will continue to provide executive leadership, with senior leadership support from **Duncan McLean**. Philippe manages a larger team of technical specialists who operate as an extension of VMI's marketing department. Philippe also brings in experts from across our firm at key moments to elevate campaign performance and optimize your enrollment marketing strategy. VMI will continue to enjoy the benefits of our scale, effectively gaining full Digital Marketing, Analytics, Data Science, and Creative Teams, among many others, who are dedicated to your success.

Brief biographies of VMI's Enroll360 team are provided here:



### **Philippe Best, Senior Strategic Leader**

Philippe started his career as a high school English teacher, working at public and private schools in the United States, Canada, and Turkey. After a brief stint as vice president of a small, international manufacturing company, he returned to education as a member services consultant for a K-12 assessment company, working with heads of school, deans of curriculum, and admission directors to ensure the effective implementation of standardized testing data. As a Senior Strategic Leader with EAB, Philippe works closely with internal teams to shape direct-marketing strategies so that clients achieve their recruitment goals. In his spare time, Philippe cooks for his friends and tries to keep up with his nine-year-old daughter.

Philippe attended Northern Arizona University, earning a Bachelor of Science in Sociology and a master's degree in English Secondary Education.



### **Duncan McLean, Vice President of Partner Success**

As Vice President of Partner Success, Duncan offers unified guidance and strategic expertise to our Enroll360 partners and their team leaders. His focus is on ensuring that Enroll360 partners receive outstanding strategic guidance, that their campaigns are proficient, and that their recruitment, marketing, and financial aid strategies all align toward critical campus enrollment and revenue goals.

Duncan has served our partners in a multitude of roles across his nine-year tenure with the firm and has developed expertise in partner leadership, strategic enrollment management, direct marketing, CRM management, user experience, strategic planning, and financial aid optimization.

Duncan earned his BA in Leadership and Marketing at the University of Richmond. He graduated *cum laude* and was a Varsity Basketball 4-Year Letter winner and the Atlantic 10 Scholar Athlete.



### **Ian Watt, Managing Director of Partner Success**

As Managing Director of Partner Success at EAB, Ian supports our Enroll360 partners and teams, providing guidance on recruitment, marketing, and strategic enrollment management practices. Prior to EAB, Ian worked in enrollment at Tulane University (2002–2007), where he helped design and execute the University's marketing, communication, and enrollment plan immediately following Hurricane Katrina. Ian recently returned to EAB in 2018 after spending two years with Accenture Consulting, serving as Higher Education Strategy Lead, where he helped colleges and universities navigate major strategic and technology transformations. Ian brings our partners a wealth of information on strategic enrollment management and the greater higher education market ecosystem. Ian holds a Bachelor of Science in Psychology and a Master of Business Administration, both from Tulane University.

## **Adult Learner Recruitment Team**

As with Enroll360, your ALR **Strategic Leader** will be your primary point of contact. This marketing expert is responsible for the successful execution of your programs and their bearing on your larger marketing strategy. Your Strategic Leader also will bring in experts from across our firm at key moments to elevate campaign performance and optimize your enrollment marketing strategy. Each Strategic Leader manages a larger team of technical specialists who will operate as an extension of the institution's recruitment and marketing teams. The institution will enjoy the benefits of our scale, effectively gaining full Digital-Marketing, Analytics, Data Science, and Creative Teams, among many others, who are dedicated to your success.

Brief biographies of representative ALR team members are provided here:



### **Abigail Zeiler, Senior Strategic Leader**

Abigail moved to Richmond from South Carolina to join the team developing EAB's Adult Learner Recruitment division in July 2017. Her strategic and innovative approach to problem solving has served her well in building strong partner relationships and helping lead the development of EAB's rapidly growing Enrollment Service offerings in the Graduate and Adult Learner space. In April 2019, Abigail was promoted to Senior Strategic Leader and continues to support her partners' enrollment growth and sustainability goals across graduate, adult degree completion, online, and advanced degree programs.

Abigail holds a bachelor's degree in Business Administration, *cum laude*, from the University of South Carolina's Darla Moore School of Business, majoring in Entrepreneurial Management and Marketing with a minor in Spanish. She is a recipient of the McKissick Scholarship and a member of the Delta Epsilon Iota Academic Honor Society.



### **William B. Lamb, PhD, Principal and Consultant**

For the past five years, Will has led top-ranked graduate business schools, most recently as Dean of the LaPenta School of Business at Iona College. In his time at Iona, the LaPenta School revised its BBA, MBA, MS in Accounting, and MS in Finance programs. They also substantially revised their graduate portfolio, developed an online MBA, and hired 11 new faculty members.

Prior to his time at Iona, Will was Murata Dean of the F. W. Olin Graduate School of Business at Babson College. In his time at Babson, the Graduate School launched master's degrees in Finance and Business Analytics and opened a satellite campus in Miami, Florida. Will spent 13 years at Ohio University's College of Business in a variety of roles, including Associate Dean and Department Chair. He oversaw the launch of Ohio's online MBA and helped launch their Walter Center for Strategic Leadership and Center for Entrepreneurship. Prior to his time at Ohio, Will was a faculty member at Millsaps College.

Will received his PhD in Strategic Management from Virginia Tech. He received an MEd in Instructional Technology and a BA in Anthropology from the University of Virginia.





### **Will Heath, Senior Data Scientist**

Will leads EAB's data science efforts in the Adult Learning space. He has six years of experience in consumer analytics and predictive modeling in a variety of industries, including insurance, health care, and higher education. During his two years at EAB he has worked on predicting student success, optimizing financial aid, and helping partner institutions generate high-affinity leads for graduate and adult learner programs. He has a BS in Psychology from UGA and an MS in Experimental Psychology from Georgia Southern University.

## **Targeted .edu Content Strategy Engagement Team**

EAB's Agency team delivers our Targeted .edu Content Strategy Engagement. Agency brings together EAB's best: our deep knowledge of higher education marketing, the foremost creative, and marketing minds. You will benefit from a range of expertise across digital disciplines, including web strategy, audience insights, experience design, technology, and more.



Accounts and Strategy Team

Web and Digital Strategy Team

Web and Digital Creative Team

SEO and Content Strategy Team

Web and Digital Development Team

Digital Project Management Team

We will provide an Accounts and Strategy Team to manage all aspects of our work together. Your dedicated **Strategic Leader** will be the architect of our overall partnership with responsibility for its final outcomes and success, bringing specialized knowledge of the higher education landscape and audiences as well as digital innovation and strategy. You will also be supported by an Account Manager responsible for day-to-day operations of our partnership.

Partners also benefit from the resources and expertise of our award-winning Studios Production Team, which will be responsible for the capture and production of interactive digital content.

Following are representative biographies of experts you will interface with most throughout this project:



### **JP LaFors, Senior Strategist and Principal**

JP LaFors serves as a partner's primary point of contact for your TECS project, leading the project and providing expert oversight for all phases of strategy, design, delivery, and post-implementation support.

JP is responsible for strategic engagement of branding and agency services at EAB. He has over 25 years of brand performance experience from working at nationally recognized and awarded advertising and direct-marketing agencies. JP has provided strategic counsel to marketing leads of consumer and business-to-business brands within the industries of health care, financial services, sports and entertainment, transportation, nonprofits, and community-based organizations. He brings a working knowledge of consumer behavior and brand positioning and has led traditional and digital agency teams for UPS, Wells Fargo, Bon Secours Health System, CapCenter Mortgage, the Washington NFL team, HBO, and Kraft General Foods. His integrated marketing background includes brand and campaign development executed in nearly all media, including television, digital, website development, print, radio, direct mail, out-of-home, and event activation.

JP earned his BS in Marketing from University of Vermont and continues to guest-lecture at universities.



### **Whitney Pratt, Senior Creative Director**

As Senior Creative Director at EAB, Whitney Pratt oversees the development and execution of integrated brand creative. Drawing from over two decades of agency experience, Whitney excels at both visionary thinking and practical implementation. Whether she is articulating the essence of a new brand or finding innovative ways to add value to existing brand, Whitney

approaches every engagement with business goals in mind. Her work has been published in *Communication Arts* magazine, and she has received numerous awards, including an Emmy nomination and multiple Best in Show recognitions at the American Advertising Awards.

Whitney earned her BA in Communication Arts and Design from Virginia Commonwealth University and has an additional certification in Human-Centered Design.



**Bob Smith, Senior Director of Digital Experience**

Bob Smith, Senior Director of Digital Experience, pioneers digital strategy and implementation, working cross-functionally with teams during research, strategy, creative, analytic, and reporting phases to ensure that your brand is seamlessly integrated. He oversees the development and implementation of website and digital ecosystem audits to evaluate and develop strategies to address insufficiencies through improved content strategy, positioning, and UX design. With over 17 years of UX strategy and brand development experience, he brings a deep understanding of the development process, aligning business needs with the capabilities of development teams throughout each stage of a project's lifecycle.

Bob earned a BA in Communication Arts & Design from Virginia Commonwealth University, is a Certified Usability Analyst (CUA) from Human Factors International, and holds five US Patents for his work designing systems for financial institutions.

## Advancement Marketing Team

Your full Advancement team from EAB is composed of 15 individuals consisting of experts from across functions that enhance your advancement and alumni engagement efforts. Overall, the added capacity and expertise provided through our partnership will enable you to become more strategic in executing your annual giving plan. It is for these reasons that many of our partners refer to EAB as “the Richmond, Virginia, office of their advancement department.” While a Strategic Leader will be your primary point of contact, this expert leads a team of data analysts, web developers, researchers, and more who will be available to enhance the performance and impact of your campaigns, similar to that outlined on **page 34**. Your Strategic Leader will draw on these resources throughout our partnership to optimize performance and impact.

Following are representative biographies of key members of this team.



**Julie Solomon, Managing Director, Advancement Marketing Services**

Julie Solomon is the Managing Director for EAB Advancement Marketing Services. With 25+ years of successful development and alumni relations experience in higher education, Julie leads the AMS Team and provides insight into the planning and execution of effective fundraising and marketing strategies and best practices, guiding clients who partner with EAB to enable them to achieve their donor and revenue goals.

Prior to joining EAB, Julie was Assistant Vice President for Development at the University of Richmond (2008–2016), where she restructured and led the Development Team, completing the Richmond Promise campaign on time and over goal, as well as setting a new University undergraduate donor record in June 2012, earning a CASE award for Overall Improvement in a development program. Julie held senior development positions at Union College (2000–2008) and began her career in the Annual Giving and Alumni Affairs office at her alma mater, Skidmore College (1994–2000).



**Shawn Morrison, Senior Director, Partner Success**

Shawn is the Senior Director of Partner Success for EAB Advancement Marketing Services. With 20+ years of successful development experience in higher education and K-12, Shawn provides insight as a subject-matter expert into the strategies and implementation of effective



fundraising and marketing methods. Shawn spent over a decade hiring, developing, and managing talented teams and building cross-campus partnerships with staff and faculty leadership.

His development career and love of higher education began while working for InterVarsity Christian Fellowship, then developed further at Duke University as the Assistant Director of the Annual Fund and Reunion Giving. Later, he joined the Advancement Team at his alma mater, University of Richmond, where he gained experience as a Major Gifts Officer, Director of Prospect Research, and Director of Annual Giving. Immediately prior to joining EAB in May 2021, Shawn was the Director of Development at the Steward School, a private day school in Richmond.



**Dana Gresko, Director, *Advancement Marketing Analytics and Fundraising Strategy***

Dana Gresko joined EAB in 2009 and currently serves as Director of Analytics and Fundraising Strategy. In her time at EAB, she has contributed key research on alumni fundraising and helped establish EAB as an industry leader in fundraising analytics and strategy.

Before coming to EAB, Dana worked in direct-response fundraising for cultural institutions in both New York City and Virginia, developing mail and digital solicitation programs that helped acquire and renew donors. Having managed migrations into new fundraising platforms, she is able to help EAB partners navigate the data complexity that accompanies any annual fund program.

# 4. Offeror Data Sheet

## 5. Small Business Subcontracting Plan

Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.

### ATTACHMENT F Small Business Subcontracting 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 information are available through SBSD online at [www.sbsd.virginia.gov](http://www.sbsd.virginia.gov) (Certification Division).

**Offeror Name:** EAB Global, Inc.

**Preparer Name:** Philippe Best **Date:** 5/25/2022

#### 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) **check which certification below and provide your certification number and date received:**

- ☐ Small Business  
☐ Small and Women-owned Business  
☐ Small and Minority-owned Business

Certification number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

**Section B**

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

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

Small Business Name & Address  SBSD Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Worth Higgins & Associates, Inc. 8770 Park Central Dr. Richmond, VA 23227 Certification Number: 9119	N/A	Scott Hudson (804) 264-2804 shudson@whaprint.com	Printing/Mailing	Printing/Mailing Specific Campaigns	Value % is contingent on the pricing option selected; however, it is typically around 5% of the contract value. *
<b>Totals \$</b>					

\* This only applies to our direct mail campaigns for Enroll360, Adult Learner Recruitment, and Advancement Marketing Services.

## 6. Sales Amount VASCUPP

Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: [www.VASCUPP.org](http://www.VASCUPP.org).

## 7. Proposed Cost

### Pricing Schedule of this Request for Proposal.

EAB<sup>3</sup> is pleased to offer multiple pricing options for VMI and VASCUPP institutions. The services we have presented in response to this RFP are dependent on marketing volumes that can be best determined in consultation with the college or university. To that end, the volumes of scope presented in the options in this section are sample scenarios. EAB would prefer to develop a customized marketing plan for each institution.

**To demonstrate our interest in a partnership, we are offering VMI and VASCUPP institutions a 10% reduction in standard program costs (unless otherwise listed).**

EAB's services are delivered through an all-inclusive model. We are committed to this approach because it provides our partners with the highest level of service and greatest return on investment. All fees listed are annual and are fully inclusive of all aspects of service outlined in this proposal.

In addition, please note:

- All fees associated with travel will be paid by EAB with no expense charged to the VASCUPP institution. Unlike other firms, there is no set number of trips either to the VASCUPP institution or to EAB.
- If relevant, postage and digital media costs are pass-through charges paid by EAB on the VASCUPP institutions' behalf. EAB does not up-charge for postage or digital media.
- If relevant, all List Costs will be invoiced by the corresponding list provider and paid directly to that provider, which will require separate purchase orders. List cost estimates provided include EAB's preferred per-name rate.
- If relevant, campaign launch timing and volume as outlined are contingent upon timely contract signature and partnership start date.
- Proposed scope and fees are guaranteed for 60 days following the opening date for RFP response.
- Unless term length is noted otherwise, the services have been priced based on a fiscal year that ends on June 30 and on July 31 for Financial Aid Optimization services.
- If relevant, a resulting Intersect partnership and contract will be managed in conjunction with PowerSchool Group, LLC.<sup>4</sup>

<sup>3</sup> Or, in the case of our Advancement Marketing Services, Advancement Services, LLC, a wholly owned subsidiary of EAB Global, Inc. (EAB)

<sup>4</sup> The VASCUPP institution will need to enter into an agreement directly with PowerSchool Group, LLC. EAB is the exclusive authorized reseller of Intersect but is not a party to contracts for Intersect



# Undergraduate Recruitment Marketing: Enroll360

## Cultivate Pricing Option 1: 25,000 Names

	FY23	FY24	FY25	FY26	FY27 <sup>5</sup>
<b>Comprehensive Inquiry Generation, Nurture, Reengagement, and Parent Campaigns</b>					
• New List Source Names Contacted Annually <sup>6</sup> : 25,000					
• Inquiry Pool Names Contacted Annually: Uncapped	\$156,940	\$161,648	\$166,498	\$171,493	\$176,637
• Student Responders Fulfilled Annually: Uncapped					
• Parents Contacted Annually <sup>7</sup> : Uncapped					
<b>EAB Investment</b>	<b>(\$15,694)</b>	<b>(\$16,165)</b>	<b>(\$16,650)</b>	<b>(\$17,149)</b>	<b>(\$17,664)</b>
<b>Total Program Cost</b>	<b>\$141,246</b>	<b>\$145,483</b>	<b>\$149,848</b>	<b>\$154,343</b>	<b>\$158,974</b>
<b>RELATED COST ESTIMATES</b>					
<i>Postage Costs<sup>8</sup></i>	\$5,107	\$5,260	\$5,418	\$5,581	\$5,748
<i>Digital Media Costs<sup>8</sup></i>	\$2,116	\$2,179	\$2,245	\$2,312	\$2,382
<i>List Costs<sup>9</sup></i>	\$16,385	\$16,877	\$17,383	\$17,904	\$18,441

## Cultivate Pricing Option 2: 50,000 Names

	FY23	FY24	FY25	FY26	FY27 <sup>5</sup>
<b>Comprehensive Inquiry Generation, Nurture, Reengagement, and Parent Campaigns</b>					
• New List Source Names Contacted Annually <sup>6</sup> : 50,000					
• Inquiry Pool Names Contacted Annually: Uncapped	\$238,830	\$245,995	\$253,375	\$260,976	\$268,805
• Student Responders Fulfilled Annually: Uncapped					
• Parents Contacted Annually <sup>7</sup> : Uncapped					
<b>EAB Investment</b>	<b>(\$23,883)</b>	<b>(\$24,599)</b>	<b>(\$25,337)</b>	<b>(\$26,098)</b>	<b>(\$26,881)</b>
<b>Total Program Cost</b>	<b>\$214,947</b>	<b>\$221,395</b>	<b>\$228,037</b>	<b>\$234,878</b>	<b>\$241,925</b>
<b>RELATED COST ESTIMATES</b>					
<i>Postage Costs<sup>8</sup></i>	\$10,214	\$10,520	\$10,836	\$11,161	\$11,496
<i>Digital Media Costs<sup>8</sup></i>	\$4,232	\$4,359	\$4,490	\$4,624	\$4,763
<i>List Costs<sup>9</sup></i>	\$30,584	\$31,502	\$32,447	\$33,420	\$34,423

<sup>5</sup> Annual fees beyond FY27 will increase by 3% annually

<sup>6</sup> Campaign strategy and associated audience composition and volume are subject to change, in collaboration with VASCUPP Institution, following annual assessment of campaign efficacy

<sup>7</sup> This includes all parents for whom contact information is obtained from students or via EAB's consumer analytics

<sup>8</sup> Postage and digital media costs are pass-through charges paid by EAB on the VASCUPP Institution's behalf

<sup>9</sup> All List Costs will be invoiced by and paid directly to the List Provider (not EAB), which will require separate purchase orders

## Cultivate Pricing Option 3: 75,000 Names

	FY23	FY24	FY25	FY26	FY27 <sup>10</sup>
<b>Comprehensive Inquiry Generation, Nurture, Reengagement, and Parent Campaigns</b>					
• New List Source Names Contacted Annually <sup>11</sup> : 75,000	\$287,320	\$295,940	\$304,818	\$313,962	\$323,381
• Inquiry Pool Names Contacted Annually: Uncapped					
• Student Responders Fulfilled Annually: Uncapped					
• Parents Contacted Annually <sup>12</sup> : Uncapped					
<b>EAB Investment</b>	<b>(\$28,732)</b>	<b>(\$29,594)</b>	<b>(\$30,482)</b>	<b>(\$31,396)</b>	<b>(\$32,338)</b>
<b>Total Program Cost</b>	<b>\$258,588</b>	<b>\$266,346</b>	<b>\$274,336</b>	<b>\$282,566</b>	<b>\$291,043</b>
<b>RELATED COST ESTIMATES</b>					
<i>Postage Costs<sup>13</sup></i>	\$15,322	\$15,782	\$16,255	\$16,743	\$17,245
<i>Digital Media Costs<sup>13</sup></i>	\$6,347	\$6,537	\$6,734	\$6,936	\$7,144
<i>List Costs<sup>14</sup></i>	\$44,783	\$46,126	\$47,510	\$48,936	\$50,404

## Cultivate Pricing Option 4: 100,000 Names

	FY23	FY24	FY25	FY26	FY27 <sup>10</sup>
<b>Comprehensive Inquiry Generation, Nurture, Reengagement, and Parent Campaigns</b>					
• New List Source Names Contacted Annually <sup>11</sup> : 100,000	\$336,950	\$347,059	\$357,470	\$368,194	\$379,240
• Inquiry Pool Names Contacted Annually: Uncapped					
• Student Responders Fulfilled Annually: Uncapped					
• Parents Contacted Annually <sup>12</sup> : Uncapped					
<b>EAB Investment</b>	<b>(\$33,695)</b>	<b>(\$34,706)</b>	<b>(\$35,747)</b>	<b>(\$36,819)</b>	<b>(\$37,924)</b>
<b>Total Program Cost</b>	<b>\$303,255</b>	<b>\$312,353</b>	<b>\$321,723</b>	<b>\$331,375</b>	<b>\$341,316</b>
<b>RELATED COST ESTIMATES</b>					
<i>Postage Costs<sup>13</sup></i>	\$20,430	\$21,043	\$21,674	\$22,324	\$22,994
<i>Digital Media Costs<sup>13</sup></i>	\$8,463	\$8,717	\$8,978	\$9,248	\$9,525
<i>List Costs<sup>14</sup></i>	\$58,982	\$60,751	\$62,574	\$64,451	\$66,385

<sup>10</sup> Annual fees beyond FY27 will increase by 3% annually

<sup>11</sup> Campaign strategy and associated audience composition and volume are subject to change, in collaboration with VASCUPP Institution, following annual assessment of campaign efficacy

<sup>12</sup> This includes all parents for whom contact information is obtained from students or via EAB's consumer analytics

<sup>13</sup> Postage and digital media costs are pass-through charges paid by EAB on the VASCUPP Institution's behalf

<sup>14</sup> All List Costs will be invoiced by and paid directly to the List Provider (not EAB), which will require separate purchase orders



## Apply Pricing: 45,000 Names

	FY23	FY24	FY25	FY26	FY27 <sup>15</sup>
<b>Application Marketing Campaign</b>					
<ul style="list-style-type: none"> <li>Application Type: EAB's Custom Application</li> <li>Inquiry Pool<sup>16</sup>: 5,000</li> <li>Senior Search New Names<sup>16</sup>: 25,000</li> <li>Previously Purchased/Non-responding Names<sup>16</sup>: 15,000</li> <li>Parents Contacted Annually<sup>17</sup>: Uncapped</li> <li>Common Application Starters (if applicable)</li> </ul>	\$248,380	\$255,831	\$263,506	\$271,412	\$279,554
<b>EAB Investment</b>	<b>(\$24,838)</b>	<b>(\$25,583)</b>	<b>(\$26,351)</b>	<b>(\$27,141)</b>	<b>(\$27,955)</b>
<b>Total Program Cost</b>	<b>\$223,542</b>	<b>\$230,248</b>	<b>\$237,156</b>	<b>\$244,270</b>	<b>\$251,598</b>
<b>RELATED COST ESTIMATES</b>					
<b>Postage Costs<sup>18</sup></b>	\$8,855	\$9,121	\$9,394	\$9,676	\$9,966
<b>Digital Media Costs<sup>18</sup></b>	\$4,318	\$4,448	\$4,581	\$4,718	\$4,860
<b>List Costs<sup>19</sup></b>	\$17,272	\$17,790	\$18,324	\$18,874	\$19,440

## Apply Pricing: 70,000 Names

	FY23	FY24	FY25	FY26	FY27 <sup>15</sup>
<b>Application Marketing Campaign</b>					
<ul style="list-style-type: none"> <li>Application Type: EAB's Custom Application</li> <li>Inquiry Pool<sup>16</sup>: 10,000</li> <li>Senior Search New Names<sup>16</sup>: 40,000</li> <li>Previously Purchased/Non-responding Names<sup>16</sup>: 20,000</li> <li>Parents Contacted Annually<sup>17</sup>: Uncapped</li> <li>Common Application Starters (if applicable)</li> </ul>	\$339,520	\$349,706	\$360,197	\$371,003	\$382,133
<b>EAB Investment</b>	<b>(\$33,952)</b>	<b>(\$34,971)</b>	<b>(\$36,020)</b>	<b>(\$37,100)</b>	<b>(\$38,213)</b>
<b>Total Program Cost</b>	<b>\$305,568</b>	<b>\$314,735</b>	<b>\$324,177</b>	<b>\$333,903</b>	<b>\$343,920</b>
<b>RELATED COST ESTIMATES</b>					
<b>Postage Costs<sup>18</sup></b>	\$13,774	\$14,187	\$14,613	\$15,051	\$15,503
<b>Digital Media Costs<sup>18</sup></b>	\$6,733	\$6,935	\$7,143	\$7,357	\$7,578
<b>List Costs<sup>19</sup></b>	\$26,324	\$27,114	\$27,927	\$28,765	\$29,628

<sup>15</sup> Annual fees beyond FY27 will increase by 3% annually

<sup>16</sup> Campaign strategy and associated audience composition and volume are subject to change, in collaboration with the Institution, following annual assessment of campaign efficacy

<sup>17</sup> This includes all parents for whom contact information is obtained from students or via EAB's consumer analytics

<sup>18</sup> Postage and digital media costs are pass-through charges paid by EAB on the Institution's behalf

<sup>19</sup> All List Costs will be invoiced by and paid directly to the List Provider (not EAB), which will require separate purchase orders

## Enroll360 Value-Added Optional Services

In addition to the core programs proposed in the previous Price Proposal options, EAB is providing the following value-added service options for VASCUPP Institutions' consideration:

		FY23 <sup>20</sup>
Cultivate	Cappex Inquiries	\$15,000-\$40,000
	Intersect Names	\$15,000-\$40,000
	Wizr Virtual Community: Prospective Student Hub	\$14,000-\$30,000
Apply	Web Application (Per Version for either Freshman, Transfer, or International)	\$22,660
Transfer	Transfer Marketing (for 3,650 Names)	\$51,991 <sup>21</sup>
FAO	Financial Aid Optimization	\$74,000
Yield	Yield Optimization Program	\$76,390 <sup>22</sup>
	Wizr Virtual Community: Admitted Student Hub	\$20,000-\$60,000
Virtual Tour	YouVisit Virtual Tour (Premium Tour) <sup>23</sup>	
	<ul style="list-style-type: none"> <li>• Onetime Implementation Fee<sup>24</sup></li> <li>• Annual Fee</li> </ul>	\$4,500 \$27,500

<sup>20</sup> Annual fees beyond FY27 will increase by 3% annually

<sup>21</sup> The Institution will also incur a \$718 postage cost and \$293 digital media cost. These costs will increase by 3% annually.

<sup>22</sup> The Institution will also incur a \$1,005 digital media cost. This cost will increase by 3% annually.

<sup>23</sup> As an existing YouVisit partner, and as long as your YouVisit partnership is active, as outlined in a separate contract document, EAB will direct students to the Institution's YouVisit Virtual Tour content through our campaigns.

<sup>24</sup> Onetime Implementation Fee includes creative consultation, on-site shoot fee, travel and expenses, and postproduction. Any virtual tour content changes requiring content capture may require additional investments and will be quoted at that time.

# Adult Recruitment Marketing Partnership to Enhance Adult Degree Completion, Graduate, and Professional Programs: Adult Learner Recruitment

It is important to note that settling on a final scope for a new Adult Learner Recruitment services partner often takes a few iterations. We want to ensure our volumes adequately reflect your current circumstance. Therefore, EAB will work with each institution to customize a proposal based on unique strategies, goals, priorities, budget, and term length.

For reference, however, the comprehensive program fees for our Adult Learner Recruitment services range from \$200,000 to \$400,000,<sup>25</sup> inclusive of all strategic, marketing, and analytical support, including:

<b>Audience Generation, Targeting, and Creative Services</b>	<ul style="list-style-type: none"> <li>• Targeting Strategy and Campaign Support Services</li> <li>• Affinity Model for Audience Generation</li> <li>• Student Profiles with Audience Insights</li> </ul>
<b>Marketing and Recruitment Services</b>	<ul style="list-style-type: none"> <li>• Intent Marketing for the Student Journey</li> </ul>
<b>Campaign Monitoring and Reporting Services</b>	<ul style="list-style-type: none"> <li>• Monitoring, Reporting, and Analytics</li> <li>• ALR Insights Dashboard</li> </ul>

Additionally, we are pleased to offer additional enhancements to your core scope for consideration. Pricing is available upon request.

<b>Audience Generation, Targeting, and Creative Services</b>	<ul style="list-style-type: none"> <li>• Professional and Adult Education Forum (including Portfolio Health Check, Market Opportunity Scan, Program Feasibility Studies, and Market Insights)</li> <li>• Program IQ</li> </ul>
<b>Marketing and Recruitment Services</b>	<ul style="list-style-type: none"> <li>• SEO Audit</li> <li>• Paid Search</li> <li>• Event Marketing Campaign</li> <li>• Certificate Marketing Campaign</li> <li>• LinkedIn Marketing Campaign</li> <li>• Newsletter Campaign</li> <li>• Cappex Inquiries (for Adult Degree Completer or Business programs)</li> </ul>
<b>Yield</b>	<ul style="list-style-type: none"> <li>• Decision IQ</li> </ul>
<b>Virtual Tour</b>	<ul style="list-style-type: none"> <li>• YouVisit Virtual Tour</li> </ul>

<sup>25</sup> Excluding pass-through costs (e.g., media, postage, list costs, if relevant)



# Targeted .edu Content Strategy

## Overview of Tiered Options

		Best Practice Content Enrichment	Best Practice Content Enrichment (without Copywriting)	Research-based Content Strategy	Focused Page Optimizations
		8-9 Months	6-7 Months	5-6 Months	4-5 Months
Planning & Discovery	• SEO Audit	X	X	X	X
	• Content Inventory Assessment	X	X	X	X
	• CMS Review	X	X	X	X
	• SME/User Interviews	X (up to 10)	X (up to 10)	X (up to 5)	
	• Behavior Flow Assessment (5)	X	X	X	
	• Page Selection & Goal Setting	X	X	X	X
SEO Strategy	• SEO Strategy	X	X	X	X
	• SEO Management (3 months)	X	X	X	X
Content Strategy, Design & Copy	• Visual Content Briefs	X (up to 15 Color)	X (up to 15 Color)	X (up to 15 Grey Box)	X (up to 15 Grey Box)
	• Custom Module Design	X	X		
	• Media Recommendations	X	X	X	X
	• Asset Assistance	X (Assisted Selection)	X (Assisted Selection)	X (Collection Toolkit)	
	• Copywriting	X			
	• Full Spec Layout (Figma Kit available)	X	X		
	• ADA Design Review & Recommendations	X	X		
Interactive Content Production	• Interactive Web Elements	X (up to 15)	X (up to 15)	X (up to 5)	X (up to 5)
	• Conversational Inquiry Forms	X (up to 15)	X (up to 15)	X (up to 5)	X (up to 5)
	• Asset Capture (On-Site or P.A.C.K.)	X	X	X	X
Total Value		\$175,000	\$150,000	\$120,000	\$90,000
EAB Investment		(\$25,000)	(\$25,000)	(\$20,000)	(\$13,500)
Total Program Cost		\$150,000	\$125,000	\$100,000	\$76,500

## Advancement Marketing Services

It is important to note that settling on a final scope for a new Advancement Marketing Services partner often takes a few iterations. We want to ensure our volumes adequately reflect your current circumstance. Therefore, EAB will work with each institution to customize a proposal based on unique strategies, goals, priorities, budget, and term length. The pricing proposal options created here are for a prospective donor pool of 100,000 names of which 10,000 are previous donors.

### Overview of Proposed Campaign Options

Annual Campaign	Fall Renewal	Calendar Year-End	Fiscal Year-End	Day of Giving	High-End Donor, Athletics, and Anniversary Renewal Campaigns
<b>Digital and Email Stream</b>	<i>3-5 emails to all past donors and never-givers</i>	<i>5-10 emails to all past alumni donors &amp; never-givers 2-4-week Facebook/Instagram Display Advertising stream</i>	<i>3-5 emails to all past donors and never-givers 45-day Digital Display Advertising stream (with remarketing)</i>	<i>30-day fundraising platform usage 5-10 emails to all past alumni donors and never-givers 2-4-week Facebook/Instagram Display Advertising stream</i>	<i>3-5 emails to all high-end donors 3-5 emails and 45-day Digital Display Advertising stream for Athletics Campaign Monthly emails for Anniversary Renewal Campaign</i>
<b>Hard Copy Stream</b>	<i>One mailed piece to 10,000 current and past donors</i>	<i>Two mailed pieces to 15,800 previous donors and one mailed piece to 10,000 never-givers</i>	<i>One mailed piece to 8,100 previous donors</i>	<i>One mailed piece to 10,000 previous donors</i>	<i>One mailed piece to 5,000 high-end donors One mailed piece to 5,000 previous donors and 5,000 never-givers for Athletics Campaign Monthly mailed piece to 10,000 near and current donors for the Anniversary Renewal Campaign</i>
<b>Option One</b>	✓	✓	✓	N/A	N/A
<b>Option Two</b>	✓	✓	✓	✓	N/A
<b>Option Three</b>	✓	✓	✓	✓	✓

### Option One Pricing

Total Program Fee	FY23	FY24	FY25	FY26	FY27 <sup>26</sup>
Total Value	\$136,340	\$140,640	\$145,000	\$149,530	\$154,250
EAB Investment	(\$13,634)	(\$14,064)	(\$14,500)	(\$14,953)	(\$15,425)
Total Program Cost	\$122,706	\$126,576	\$130,500	\$134,577	\$138,825
Related Cost Estimates					
Postage Costs <sup>27</sup>	\$11,401	\$11,742	\$12,095	\$12,458	\$12,832
Digital Media Costs <sup>27</sup>	\$4,590	\$4,728	\$4,870	\$5,018	\$5,170

### Option Two Pricing

Total Program Fee	FY23	FY24	FY25	FY26	FY27 <sup>26</sup>
Total Value	\$169,360	\$174,700	\$180,120	\$185,730	\$191,560
EAB Investment	(\$16,936)	(\$17,470)	(\$18,012)	(\$18,573)	(\$19,156)
Total Program Cost	\$152,424	\$157,230	\$162,108	\$167,157	\$172,404
Related Cost Estimates					
Postage Costs <sup>27</sup>	\$13,526	\$13,931	\$14,350	\$14,780	\$15,224
Digital Media Costs <sup>27</sup>	\$6,885	\$7,092	\$7,305	\$7,527	\$7,755

### Option Three Pricing

Total Program Fee	FY23	FY24	FY25	FY26	FY27 <sup>26</sup>
Total Value	\$310,460	\$320,340	\$330,350	\$339,267	\$351,220
EAB Investment	(\$31,046)	(\$32,034)	(\$33,035)	(\$33,927)	(\$35,122)
Total Program Cost	\$279,414	\$288,306	\$297,315	\$305,340	\$316,098
Related Cost Estimates					
Postage Costs <sup>27</sup>	\$18,236	\$18,783	\$19,348	\$19,927	\$20,526
Digital Media Costs <sup>27</sup>	\$6,885	\$7,092	\$7,305	\$7,527	\$7,755

<sup>26</sup> Annual fees beyond FY27 will increase by 3% annually

<sup>27</sup> Postage and digital media costs are pass-through charges paid by EAB on the VASCUPP Institution's behalf

# Additional Requested Information

## **IX. Special Terms and Conditions**

- 1. Bidders shall provide a list of at least three references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.**



**14.STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2- 4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

EAB Global, Inc. is authorized to transact business in the Commonwealth under the identification number F2093443, as granted by the State Corporation Commission.



# Attachment B: Conflict of Interest Statement

ATTACHMENT B

RFP V211-22-054

## 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: Philippe Best

ADDRESS: 2445 M Street NW

CITY/STATE: Washington, DC. 20037

TELEPHONE NUMBER: (800) 899-7227 x20730

FEDERAL ID NUMBER (FIN): 82-2931750


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

- |  |   |
|--|---|
| <input type="checkbox"/> SMALL BUSINESS          | <input type="checkbox"/> INDIVIDUAL BUSINESS    |
| <input type="checkbox"/> WOMAN-OWNED BUSINESS    | <input type="checkbox"/> SOLE PROPRIETORSHIP    |
| <input type="checkbox"/> MINORITY-OWNED BUSINESS | <input type="checkbox"/> PARTNERSHIP            |
| <input type="checkbox"/> SHELTERED WORKSHOP      | <input checked="" type="checkbox"/> 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:

<u></u>	<u>5/25/2022</u>
SIGNATURE OF OFFEROR	DATE

Please tell us how you received this solicitation:

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

**RETURN OF THIS PAGE IS REQUIRED**



# Attachment E: SWaM (Small, Woman- and/or Minority-Owned Business Certification)

RFP# V211-22-054

## **ATTACHEMENT E:** **SWaM (Small, Woman- and/or Minority-Owned Business Certification)**

**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 online at [www.sbsd.virginia.gov](http://www.sbsd.virginia.gov).

Offeror Name: EAB Global, Inc.

Preparer Name: Philippe Best Date: 5/25/2022

### Instructions

- A. Businesses certified by the Department of Small Business and Supplier Diversity (SBSD) as a small business must complete Section A of this form.

### Section A

CERTIFICATION TYPE (check only one below):

- ☐ Small Business  
☐ Small and Women-owned Business  
☐ Small and Minority-owned Business

Certification number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

NOTE: It is your responsibility to ensure that your certification is renewed and does not lapse. Should your certification expire, you will no longer be eligible to receive awards under this contract.

## Appendices

Included with EAB's Response to Virginia Military Institute's RFP# V211-22-084 (Targeted Marketing and Direct Contact Campaign)

**Appendix A**      ►      **Letter of Authority**

**Appendix B**      ►      **EAB's Modifications to RFP Terms & Conditions**

**Appendix C**      ►      **EAB's Acknowledgement of Addendum #1**

# Appendix A: Letter of Authority



2445 M Street NW | Washington DC 20037  
P 202.266.5600 | F 202.266.5700 | [eab.com](http://eab.com)

May 13, 2022

To Whom It May Concern:

The individuals named below are authorized to review and execute contracts on behalf of EAB Global, Inc. The effective date of this authorization is May 13, 2022. It shall run until revoked, or until an individual named below is no longer an employee of EAB Global, Inc.

Authorized Individuals

- Philippe Best, Senior Strategic Leader

Approved:

A handwritten signature in blue ink, appearing to read "Richard Dyer".

Richard Dyer  
General Counsel & Secretary

[Washington DC](#) | [Richmond](#) | [Birmingham](#) | [Minneapolis](#)

# Appendix B: EAB's Modifications to RFP Terms & Conditions



May 31, 2022

Col. Kathleen Tomlin, VCO, VCCO, CUPO, Director  
Virginia Military Institute  
Procurement Services  
330 Parade Avenue, Smith Hall #314  
Lexington, VA 24450

**re: Requested Modifications to RFP Terms & Conditions**

Dear Col. Tomlin,

EAB Global, Inc. ("**Contractor**" or "**Contractor**") is pleased to respond to the Commonwealth of Virginia ("**the Commonwealth**") via the Virginia Military Institute's ("**VMI's**" or "**Institute's**") Request for Proposal(s) (the "**RFP**") for Targeted Marketing and Direct Contact Services (the "**Services**"). This letter contains Contractor's proposed changes to the terms and conditions included in the RFP and we agree to negotiate the terms of any agreement awarded under the RFP ("**Agreement**") in good faith.

1. Contractor requests addition of the following terms, which are specific to the types of Enrollment Services to be provided as requested in the RFP:
  - a. Commonwealth-Provided Data. In connection with the provision of the Services, the Commonwealth, directly or indirectly (including from an End User (defined below)) may provide or make available to Contractor certain data, information, copyrights, trademarks, logos, service marks, specific media (prior to Contractor editing), and other intellectual property (collectively, "**C-P Data**"). The Commonwealth shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness (including having obtained any necessary consents or third party rights) relating to all C-P Data and the sharing of such data, and Contractor does not assume responsibility for unintended, objectionable, inaccurate, misleading, or unlawful C-P Data used in connection with the Services. Unless otherwise required in order to provide the Services, Contractor will have no obligation to archive, back up, or, following the term of the Agreement, retain, C-P Data, nor will Contractor have any liability for any loss or corruption of C-P Data. "**End Users**" means end users of the Services who are not Personnel, including, as applicable, students and prospective students of Commonwealth institutions. For the avoidance of doubt, visitors to a Platform (as defined below) site other than the Institute's website(s) shall not be deemed to be an End User for purposes of the Agreement, and data collected from such visitors shall not be deemed to be C-P Data for purposes of the Agreement.
  - b. Compliance with Laws. Contractor represents, warrants and covenants that the compensation of its employees, subcontractors or other persons who perform any student recruitment activities for the Commonwealth (if any) under the Agreement is and will be in material compliance with Section 487(a)(20) of the HEA (20 U.S.C. § 1094(a)(20)), or any successor provision, and the regulations promulgated thereunder by the U.S. Department of Education (currently located at 34 C.F.R. § 668.14(b)(22)), (the "**Incentive Compensation Rules**"), to the extent applicable. In the event the Incentive Compensation Rules change during the term of the Agreement or the Department of Education revises or issues official guidance concerning such regulations such that, in either case, the calculation and payment of fees as structured under the Agreement is no longer feasible, the parties will promptly negotiate in good faith an amendment to the Agreement to comply with such change and to preserve, as nearly as practicable, the payment provisions and other economic benefits and terms of the Agreement. The Commonwealth and Contractor agree that the Commonwealth is solely



responsible for making final decisions about enrollments and enrollment targets for all campaigns.

The Commonwealth shall be responsible for obtaining and maintaining eligibility for student financial aid under Title IV of the HEA and the rules and regulations thereunder, for obtaining and maintaining all necessary state authorizations and approvals, and for maintaining all institutional and programmatic accreditations necessary to offer its programs. the Commonwealth shall promptly notify Contractor in writing and provide Contractor with copies of key communications from any accreditor or regulatory body in the event it is notified that any the Commonwealth approval, accreditation, or authorization is, or is threatened to be, materially modified, suspended or terminated.

To the extent the Services include marketing activities, Contractor shall send to the Commonwealth for its review and approval a proof of the final template for each communication (e.g., copy of an email and/or direct mail) prior to distribution of such communication. If the Commonwealth discovers any problems after issuing its approval, the Commonwealth will immediately notify Contractor and instruct Contractor on all necessary corrections. If there are any subsequent changes in the marketing communications or campaign details, the Commonwealth will review again according to the above procedure. The Commonwealth shall review all marketing materials created by Contractor for the Commonwealth to ensure that all such marketing materials are accurate, complete and in compliance with all applicable laws, rules and regulations, including, but not limited to, adherence with the U.S. Department of Education's misrepresentation regulations provided at 34 C.F.R. 668, Subpart F, any applicable Federal Trade Commission laws, regulations, or guidelines and all other consumer marketing laws and regulations. The Commonwealth will be solely responsible for: (a) the design of any marketing program created as part of the Services, including the user of the inquiries and Candidates, and its compliance with applicable laws, rules and regulations; (b) the content of any mailings to a prospective student or his/her families for completeness and accuracy.

The Commonwealth agrees to carry out, or cause to be carried out, the processing and awarding of all aspects of the financial aid process in compliance with federal regulations. The Commonwealth will exercise complete control of all aspects associated with the awarding of financial aid, including budget and disbursement schedules. It is understood and agreed that the Agreement does not render Contractor as a "Third Party Servicer" as that term is defined at 34 C.F.R. § 668.2 and Contractor is not subject to the requirements of 34 C.F.R. § 668.23 or 34. C.F.R. § 668.25. the Commonwealth shall not report or characterize Contractor to the U.S. Department of Education or any regulatory agency as such, and Contractor shall not undertake any work pursuant to the Agreement inconsistent with this section.

- c. Cappex Inquiries and Cappex Candidates. Subject to the execution of the Agreement, Contractor may license to the Commonwealth lead information concerning individuals who meet the criteria specified in the applicable Agreement ("**Cappex Inquiries**" or "**Cappex Candidates**", as applicable) solely in connection with and for the purpose of outreach and recruitment services related to the Commonwealth's academic programs and offerings as may be further described in the Agreement, and in compliance with applicable law (the "**Purpose**"). The Commonwealth may not, directly or indirectly, rent, license, sell, or otherwise transfer Cappex Inquiries or Cappex Candidates provided by Contractor to other third-party advertisers or lead aggregators, provided however, that the Commonwealth may share Cappex Inquiries information with its operational service providers who are engaged to assist the Commonwealth in carrying out the Purpose.
- d. Ownership. The Commonwealth hereby grants Contractor authorization to use C-P Data to the extent expressly authorized in these Terms. As between the parties, the Commonwealth owns the C-P Data. the Commonwealth hereby grants Contractor a non-exclusive right and license to use, reproduce, host, reformat, and create derivative works from, publicly display and otherwise exploit all or portions of the C-P Data: (a) in connection with providing the Services; (b) for internal tracking, reliability testing and research purposes; and (c) in a manner that does not identify the Commonwealth for any



lawful purpose in Contractor's discretion. The rights granted in the foregoing clauses (b) and (c) shall be perpetual and shall survive the termination or expiration of this Agreement. As between the parties, Contractor owns all right, title and interest in and to the research, research results, tools, artwork, copy, concepts, methods, analyses, reports, improvements, developments, or other materials or information relating to the Services (including, without limitation, any derivative works from the C-P Data or other materials based on or incorporating C-P Data, except for the C-P Data therein) (collectively, the "**Materials**"), the Services, the know-how, techniques or procedures used or acquired in creating the Materials or performing the Services, and any derivative works of any of the foregoing. Except as stated in these Terms, no right, license, permission, or interest of any kind in the Services or the Materials is intended to be given, transferred to, or acquired by the Commonwealth by the Agreement. The Commonwealth is authorized to use the Services or the Materials only to the extent expressly authorized in these Terms. Upon termination or expiration of the Agreement, the Commonwealth's rights to and its use of the applicable Services and the Materials shall promptly cease, except that the Commonwealth may continue to use any Materials solely for internal purposes. Upon request, the Commonwealth shall return any Materials if the continued use thereof would be prohibited under this Agreement.

To the extent the Commonwealth enrolls in additional Contractor programs (each, an "**Additional Program**"), C-P Data collected or processed by Contractor may be combined with the C-P Data collected or processed hereby as may be expressly directed by the Commonwealth to the extent allowed by law.

- e. Ownership of Certain Materials. The definition of Materials as set forth in the Agreement shall also include (i) the components displayed by Contractor on behalf of the Commonwealth (except the C-P Data therein) on any Platform (as defined below), including without limitation, (i) taxonomy, graphics, icons, logos, buttons and aggregated data compilations; (ii) any photographs, 360 degree panoramas, videos and other media specific to the Commonwealth edited by Contractor whether or not such original media was created by Contractor or supplied by the Commonwealth ("**Edited Media**"); (iii) log files, event data, GPS data, cookies, clear gifs, scripts and other technologies used by Contractor in the course of providing the Services and any related data collected, (iv) any and all software used to provide virtual experiences on any Platform, (v) any and all Cappex Inquiries and Cappex Candidates, and (vi) any trademarks, logos and service marks of Contractor displayed on any Platform. the Commonwealth may not modify, decipher, decompile, disassemble, reverse engineer, distribute, transmit, republish, display or perform any of the Materials (i) except as expressly authorized in the Agreement, or (ii) without Contractor's prior written consent. Contractor may use any ideas, concepts, know-how or techniques regarding improvements or additions to the Services provided by the Commonwealth. For purposes of this Supplement, "**Platform**" shall mean any site to which the Services are posted, including (i) [www.eab.com](http://www.eab.com); (ii) [www.youvisit.com](http://www.youvisit.com); (iii) [www.cappex.com](http://www.cappex.com) or [www.collegegreenlight.com](http://www.collegegreenlight.com); (iv) the Commonwealth's website, mobile applications and/or online services; (v) any website or mobile applications hosted by Contractor on behalf of the Commonwealth; and (vi) any Contractor partner or affiliate website.
- f. FERPA. (a) Subject to subsection (b), and to the extent that Contractor receives from the Commonwealth or otherwise has access to, on behalf of the Commonwealth, personally identifiable information from a student education record (collectively, "**Student Records**"), Contractor agrees to maintain such Student Records in accordance with the requirements of the Family Educational Rights and Privacy Act, 20 USC § 1232g, and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time (collectively "**FERPA**"). (b) the Commonwealth agrees (i) that Contractor is performing for the Commonwealth an institutional service or function for which the Commonwealth would otherwise use its employees, (ii) that the Commonwealth will retain control over all education records provided to Contractor, and (iii) that the Commonwealth is responsible for complying with FERPA, including with respect to the annual notification requirement (34 C.F.R. § 99.7) and with respect to providing Student Records to Contractor.
- g. Limitations on Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL CONTRACTOR OR ITS PERSONNEL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT,



INCIDENTAL, PUNITIVE, OR EXEMPLARY LOSS, DAMAGE, OR EXPENSE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, UNDER ANY THEORY OF LIABILITY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF CONTRACTOR AND ITS PERSONNEL RELATING A PARTICULAR PROGRAM SHALL NOT EXCEED THE AMOUNT PAID BY THE COMMONWEALTH TO CONTRACTOR FOR SUCH PROGRAM IN THE 12 MONTH PERIOD BEFORE THE CLAIM, LIABILITY OR EXPENSE WITH RESPECT TO SUCH PROGRAM AROSE, EXCEPT TO THE EXTENT FINALLY JUDICIALLY DETERMINED TO HAVE RESULTED FROM CONTRACTOR'S BAD FAITH OR INTENTIONAL MISCONDUCT. IN ADDITION, CONTRACTOR WILL NOT BE LIABLE IN RESPECT OF THE FOLLOWING: (A) ANY DECISIONS MADE BY THE COMMONWEALTH AS A RESULT OF THE PERFORMANCE OF THE SERVICES OR AS A RESULT OF ANY TRANSACTIONS MADE IN RELIANCE UPON ANY OF THE MATERIALS; (B) THE COMMONWEALTH'S MISUSE OF THE SERVICES, THE MATERIALS, OR OTHER DATA PROVIDED TO THE COMMONWEALTH IN CONNECTION WITH THE PROGRAM; (C) ANY CLAIMS BY ANY THIRD PARTY IN CONNECTION WITH C-P DATA OR OTHER INFORMATION UNLAWFULLY DISCLOSED TO CONTRACTOR BY THE COMMONWEALTH.

- h. Confidentiality; Reference. Except as required by law or as reasonably necessary in the performance of the Services or as otherwise agreed to by the Commonwealth in the Agreement or in a separate writing, Contractor will keep confidential any and all C-P Data. Notwithstanding the foregoing, the Commonwealth agrees that Contractor shall not be obligated to maintain the confidentiality of C-P Data that is known to Contractor prior to receiving the C-P Data from the Commonwealth or that becomes known (independently of disclosure by the Commonwealth) directly or indirectly from a source other than one having an obligation of confidentiality to the Commonwealth or that is independently developed by Contractor. The Commonwealth agrees that Contractor may collect aggregated statistical data regarding the Commonwealth's use of the Services and provide such aggregated statistical data to third parties.

The Materials are confidential to Contractor and its suppliers, if any. Thus, the Commonwealth shall not disseminate to, or permit the use of, and shall take reasonable precautions to prevent such dissemination or use of, the Materials by any of its Personnel to any third party without the express prior written consent of Contractor. In addition, except as required by law, the Commonwealth shall not disclose the fees charged by Contractor to the Commonwealth to any third party, other than its Personnel or professional services providers (e.g., accountants or legal counsel) who need to know such information in order to provide their respective professional services to the Commonwealth and, in each case, are bound by confidentiality obligations to the Commonwealth. The Commonwealth shall not remove from the Materials any confidential markings, copyright notices and other similar indicia therein and shall not create any derivative works thereof. "**Personnel**" means a party's officers, directors, trustees, employees and agents. Notwithstanding the foregoing, a party may disclose C-P Data and the Materials to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (y) to establish a party's rights under the Agreement, including to make such court filings as it may be required to do.

Contractor may use the Institute's name on a list of organizations in Contractor programs.

- i. Warranties. Contractor represents and warrants that it will provide the Services in a professional and workmanlike manner; the Commonwealth represents and warrants that (a) its signatory is authorized to enter into this Agreement behalf of the Commonwealth, and (b) (i) its provision of C-P Data and (ii) its and its Authorized Users' receipt of and access to the Services (including the Software and C-P Data and other data and information made available through the Software) will not violate any of its obligations to third parties or violate any applicable laws, (c) it shall comply with the Children's



Online Privacy Protection Act (COPPA) and shall not provide C-P Data to Contractor collected by the Commonwealth in violation of COPPA, and (d) it has obtained all necessary third party consents and authorizations to provide the C-P Data and for such C-P Data to be used in the manner contemplated by the Agreement, including consents or authorizations pursuant to FERPA. Contractor makes no warranty, representation, endorsement, or guarantee regarding, and accepts no responsibility for, the quality, content, nature, or reliability of such C-P Data [or any products or services derived therefrom. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND THE MATERIALS ARE PROVIDED "AS IS," AND CONTRACTOR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES AND THE MATERIALS AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, AND NON-INFRINGEMENT. CONTRACTOR DOES NOT WARRANT THAT THE SERVICES WILL MEET THE COMMONWEALTH'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS AND CONTRACTOR IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

- j. Data Processing Addendum. The Data Processing Addendum attached hereto as Exhibit A ("**DPA**") and incorporated herein by reference is applicable to the Agreement if the Processing (as defined in the DPA) of Personal Data (as defined in the DPA) is subject to the General Data Protection Regulation ("**GDPR**"), only to the extent that (i) the Commonwealth is the Controller (as defined in the DPA) of Personal Data and Contractor is a Processor of Personal Data, and (ii) the Services involve the Processing of C-P Data related to individual that at the time of Processing is located in a jurisdiction subject to the GDPR.
2. Given the regulatory and compliance obligations of each party with respect to Advancement Marketing Services, Contractor strongly recommends that all parties that may purchase Advancement Marketing Services under this RFP agree to contract under the terms of the Service Agreement, attached hereto as Exhibit B (the "Service Agreement"), to ensure each party's compliance with all applicable non-profit fundraising regulations.

For all potential Advancement Marketing Service agreements, Contractor requires addition of the following terms which are stated in the attached Service Agreement, and incorporated hereto by reference, which are specific to the types of Advancement Marketing Services to be provided as requested in the RFP:

- a. Section I(B), EAB's Services.
  - b. Article IV, State Registration and Compliance Service Dates.
  - c. Section 2 of the Service Agreement Terms and Conditions, Responsibilities.
  - d. Section 4 of the Service Agreement Terms and Conditions, Proprietary Rights.
  - e. Section 5 of the Service Agreement Terms and Conditions, Warranties and Disclaimers.
  - f. Section 6 of the Service Agreement Terms and Conditions, Limitation of Liability.
  - g. Section 7 of the Service Agreement Terms and Conditions, Confidentiality and Nondisclosure.
  - h. The State Registration Compliance Terms and Conditions in their entirety.
3. In addition, Contractor requests the following modifications to the General Terms and Conditions in the RFP:
    - a. J. Payment. Please add the following language to the end of this provision:

Overdue payments are subject to a late payment charge, which is compounded monthly, calculated at the lesser of (x) a rate of 1% per month or (y) the maximum amount permitted by law. The Commonwealth will be responsible for all costs and expenses incurred by Contractor in collecting any fees or other sums owed by the Commonwealth. If the Commonwealth fails



to pay undisputed amounts in accordance with the Agreement, Contractor shall have the right, in addition to any of its other rights or remedies, to suspend the Services, without liability to the Commonwealth, until such amounts are paid in full.

- b. N. Assignment of Contract. Please replace this provision in its entirety with the following assignment provision, which is mutual:

Assignment. Neither party may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, assignment by operation of law shall not require consent of the non-assigning party. This Agreement shall be binding upon the parties and their respective successors and permitted assigns.

- c. Z. Availability of Funds. Please strike this provision in its entirety and replace with the following language, which preserves the Commonwealth's right to terminate for lack of funding while providing Contractor with some protections:

The Commonwealth represents and warrants that funds sufficient to meet all financial obligations hereunder for the first year of the contract term have been allocated and are available. Further, Contractor agrees and understands that from the first anniversary of the start date of the contract term, the financial obligations of the Commonwealth to continue hereunder are conditioned upon the appropriation of funds on an annual basis, which is not controlled by the the Commonwealth. In the event that the entities controlling such funding fail to appropriate funds within five percent (5%) of the previous contract year's appropriation and the Commonwealth has determined, in the Commonwealth's sole discretion, that there are insufficient funds available to cover the Commonwealth's obligation for the upcoming year of the contract term under this Agreement, the Commonwealth shall have the right to terminate this Agreement for the upcoming year of the contract term without damage, penalty, cost, or further obligation, provided: (i) the Commonwealth has notified Contractor in writing of its intention to exercise such option at least ninety (90) days in advance of such anniversary of the start date of the contract term; and (ii) the Commonwealth has provided sufficient documentation of such decrease in appropriation of funds.

4. Additionally, Contractor requests the following modifications to the Special Terms and Conditions of the RFP:

- a. 2 Audit. Please add the following language to the end of this provision:

Notwithstanding the foregoing, any audit shall be conducted: (a) with at least ten (10) days' advance notice; (b) at the Commonwealth's expense; (c) during Contractor's normal business hours; and (d) not more than one (1) time per year. Furthermore, Contractor shall have the right to exclude from such audit any of its confidential or proprietary information which was not otherwise provided to the Commonwealth as part of the Services, and the results of any audit shall be subject to the confidentiality provisions of the Agreement or a mutual non-disclosure agreement, if applicable.

- b. 4. Cancellation of Contract. Please delete this provision in its entirety as Contractor cannot agree to a termination for convenience. Contractor proposed the following provision to govern mutual termination rights under this Agreement.

Termination. Except as otherwise provided herein, the Agreement may only be terminated by a party upon written notice to the other party if such other party (a) fails to perform any material obligation required of it under the Agreement, as applicable, and such failure is not cured within 60 days of receipt of written notice thereof, or (b) files a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for relief under bankruptcy laws, files for the

appointment of a receiver, and such petition, action or filing is not dismissed within 60 days of such filing, or is adjudicated a bankrupt concern. Upon an undisputed termination pursuant to clause (a) of the preceding sentence by (i) Contractor, all fees due to Contractor under the Agreement shall promptly become due and payable and (ii) the Commonwealth, Contractor will waive (or refund, as applicable) a pro-rata portion of any prepaid fees for the Services (i.e., fees due for the Services to be performed after the termination date) and, in each case, Contractor will be released from any further obligation to provide the applicable Services.

- c. 5 Confidentiality of Personally Identifiable Information. Please delete "immediately notify VMI" and replace with "notify VMI within 72 hours of discovery of." Please delete "Contractors shall allow VMI to both participate in the investigation of incidents and exercise control over decisions regarding external reporting."

- d. 10 Indemnification If Contractor is to agree to an indemnity, it needs to be standard language tailored to the services and acceptable to our insurance company. Please replace in its entirety as follows:

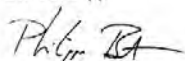
Indemnification. Contractor will indemnify, defend and hold harmless the Commonwealth and its personnel from any and all third party claims, liabilities and expenses arising from any infringement, misappropriation, or other violation by the Services of any United States patent, copyright, trademark, service mark, or trade secret right of a third party; provided that the Commonwealth used the Services in accordance with the terms of the Agreement and consistent with the purpose for which they were provided to the Commonwealth. Contractor shall have no liability for any claim of infringement based on (a) Services which have been modified by the Commonwealth or any third party on the Commonwealth's behalf, (b) the Commonwealth's use of the Services in connection with data, including C-P Data, where use with such data gave rise to the infringement claim, or (c) the Commonwealth's use of the Services with third party software or hardware, where use with such other software or hardware gave rise to the infringement claim. Should the Services become, or in Contractor's opinion are likely to become, the subject of a claim of infringement, Contractor may, at its option, (x) obtain the right for the Commonwealth to continue using the Services, (y) replace or modify the Services so they are no longer infringing, or (z) if neither of the foregoing options is commercially reasonable, terminate the right of the Commonwealth to use the affected Services. Upon such termination, Contractor will refund to the Commonwealth, as the Commonwealth's sole remedy for such termination, any fees paid for Services to be provided following the effective termination date. This Section states Contractor's entire liability with respect to any claim of infringement regarding the Services.

- e. 12 Subcontracts. Please delete this provision in its entirety and replace with the following language:

Subcontracts. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall remain fully liable and responsible for the work to be done by its subcontractor and shall assure compliance with all requirements of the contract.

Please do not hesitate to contact us with any specific questions or concerns.

Sincerely,



**Philippe Best**, Senior Strategic Leader  
(800) 899-7227 x20730, PBest@eab.com



## DATA PROCESSING ADDENDUM

## EXHIBIT A

This Data Processing Addendum ("Addendum") supplements and amends the Agreement with regards to the processing of EU Personal Data. This Addendum applies to Vendor's processing of Personal Data provided by University to Vendor. Except as expressly stated otherwise, in the event of any conflict between the terms of this Addendum, including any policies or appendices referenced herein, and the Agreement, the terms of this Addendum shall take precedence. Capitalized terms not otherwise defined herein will have the meanings given to them in the Agreement.

### I. Definitions:

- a. **Data Protection Legislation:** all applicable legislation relating to the protection and processing of Personal Data in any relevant jurisdiction, including (without limitation): the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018, the ePrivacy Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003, or any other legislation which implements any other current or future legal act of the European Union concerning the protection and processing of personal data and any national implementing or successor legislation), and including any amendment or re-enactment of the foregoing;
- b. **Personal Data:** has the meaning given to it in the Data Protection Legislation and relates only to personal data, or any part of such personal data, in respect of which Vendor is a processor in connection with the performance of its obligations under the Agreement; and
- c. **"Data Subject", "processing and process", "Supervisory Authority", "controller", "processor" and "appropriate technical and organisational measures"** shall have the meanings given to them in the Data Protection Legislation.

### II. Instructions

- a. Vendor will comply and will procure that its employees, agents and subcontractors comply with their respective obligations under the Data Protection Legislation and will not do or omit to do anything that would cause University to breach their obligations under the Data Protection Legislation.
- b. The parties acknowledge and agree that for the purposes of the Data Protection Legislation, University is the controller and Vendor is the processor of the Personal Data. Each Program Order Form sets out the scope, nature and purpose of processing by Vendor, the duration of the processing and the types of personal data and categories of Data Subject. In no circumstances shall Vendor be entitled to process the Personal Data for its own purposes.

### III. Obligations on University

In relation to the processing of Personal Data, University confirms, represents and warrants that it acts as a controller and that it shall:

- a. comply with Data Protection Legislation when processing Personal Data, and shall only give lawful instructions to Vendor;
- b. rely on a valid legal basis under Data Protection Legislation in order to process the Personal Data and share the Personal Data with Vendor, including obtaining Data Subjects' consent if required or appropriate under Data Protection Legislation;
- c. obtain appropriate consents from Data Subjects for the purposes of direct marketing activities (whether conducted by the Company or the Customer) and provide the necessary opportunity for Data Subjects to opt-out of such processing, in accordance with applicable Data Protection Legislation;
- d. provide appropriate notice to the Data Subjects regarding the processing of Personal Data, in a timely manner and in accordance with the requirements of the applicable Data Protection Legislation;
- e. take reasonable steps to ensure that Personal Data is accurate, complete and up to date, is limited to what is necessary for the purposes of the processing and is kept in a form which permits identification of Data Subjects for no longer than is necessary for the purposes for which the Personal Data is processed, unless a longer retention period is required or permitted under applicable EU or Member State law;
- f. implement appropriate technical and organisational measures to ensure, and to be able to demonstrate that the processing of Personal Data is performed in accordance with applicable Data Protection Legislation; and
- g. cooperate with Vendor to fulfil their respective data protection compliance obligations in accordance with Data Protection Legislation.

### IV. Obligations on Vendor

In processing Personal Data on behalf of University, Vendor acting as processor shall:

- a. only act on the instructions of University as set out in the Agreement or as otherwise documented by University, unless any EU or Member State law requires otherwise, in which case, Vendor shall promptly notify University of such legislative requirement before processing University's Personal Data (unless Vendor is barred from notifying University under any EU or Member State law);
- b. implement and maintain at all times during the term of the Agreement appropriate technical and organisational measures to protect University's Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and against all other unlawful forms of processing, in each case, taking into account applicable requirements under the Data Protection Legislation, and shall continue to comply with them during the term of the Agreement;
- c. grant access to the Personal Data to persons authorized to process the Personal Data, including but not limited to: (i) employees who require access to the Personal Data to enable Vendor to perform its obligations under the Agreement; and (ii) subject to Clause IV(e), Vendor contractors, agents, outsourcers, and approved subcontractors who require access to the Personal Data to enable Vendor to perform its obligations under the Agreement (the "**Authorized Persons**") and, shall in each case, ensure such Authorized Persons have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality in respect of the Personal Data;
- d. transfer the Personal Data to, or process the Personal Data in, any country outside the European Economic Area where necessary to perform its obligations under the Agreement, and shall do so in accordance with Data Protection Legislation. University hereby authorizes such cross-border transfer of Personal Data and confirms, represents and warrants that it shall comply with any applicable requirements under Data Protection Legislation in respect of such transfers;
- e. not engage any sub-processor of the Personal Data without a general written authorization of University, attached hereto as Attachment A, and Vendor shall inform University of any intended changes concerning the addition or replacement of other sub-processors, to give University the opportunity to object;
- f. as requested by University, provide reasonable assistance to University (at University's cost) with responding to any request from a Data Subject, and shall provide reasonable assistance to University in relation to University's compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, data protection impact assessments and consultations with Supervisory Authorities;
- g. at University's written request, Vendor shall, and shall instruct all Authorized Persons to, (at University's election), delete or return, to the extent technically possible, all Personal Data to University (and delete all existing copies), unless it is necessary for Vendor to retain one copy of the Personal Data to comply with any EU or Member State law; and
- h. maintain and make available to University, on University's request, all information necessary to demonstrate its compliance with this Addendum and allow for audits and inspections by University or University's designated auditor on reasonable written notice.



**ATTACHMENT A**  
**GENERAL AUTHORIZATION OF SUB-PROCESSORS**

Data Processor is authorized by Data Controller to engage the following types of sub-processors when it is processing personal data on behalf of Data Controller and such data is subject to GDPR:

For any Vendor Enrollment Services Program:

- Data storage provider
- Data entry and verification providers
- Cloud communication provider to send and receive text messages
- Display advertising platform
- Marketing automation platform
- Business intelligence and reporting platform
- Payment processor for application and deposit fees
- Print and mail shops
- For adult learner recruitment programs only, data integration platform

For any Vendor Technology Program

- Data storage and data lake providers
- Help center and service desk support providers
- User experience analysis
- Marketing automation platform
- Analytics dashboard provider
- Contracted developers

For any Vendor Agency Program

- Data storage and data lake providers
- Business intelligence and reporting platform

## Exhibit B

### Service Agreement for CLIENT NAME EAB Advancement Marketing Services Fiscal Years 20\_ through 20\_

This Service Agreement dated DATE ("Effective Date") by and between Advancement Services, LLC, a wholly-owned subsidiary of EAB Global, Inc. ("EAB") and CLIENT NAME ("Client" or "you") (each of EAB and Client, a "Party" and collectively, the "Parties") describes the services to be performed by EAB, pursuant to this Service Agreement and the Terms & Conditions attached to this Service Agreement (collectively, the "Agreement") for the Fiscal Years 20\_ and 20\_. In the event of any conflict between a term or condition set forth in this Service Agreement and a term or condition set forth in the Terms & Conditions, the term or condition set forth in the Service Agreement will control. All capitalized terms used and not expressly defined in this Service Agreement will have the meanings given to them in the Terms & Conditions.

#### I. Agreement Term and Services Descriptions

- A. **Agreement Term.** This Agreement will start on DATE and end on DATE unless extended by written agreement signed by both Parties.
- B. **EAB's Services.** EAB will not at any time solicit funds, assets, or property for charitable purposes, receive or control funds, assets, or property solicited for charitable purposes, or employ, procure, or engage any compensated person to solicit, receive, or control funds, assets or property for charitable purposes. EAB will not have custody or control of contributions from donors at any time. Client exercises control and approval over the content, volume and frequency of all solicitations. Client was formed and operates to \_\_\_\_\_.

Funds received as a result of any campaigns under this Agreement will be used to further the purposes of the charitable institution and to pay for expenses. The geographic area where services under this Agreement will take place is worldwide.

[EAB WILL PROVIDE THE SERVICES AS SET FORTH IN RFP PROPOSAL.]

#### II. Investment Summary

The estimated postage and media costs are based on then-current available postage and media rates. In the event actual postage and/or media costs are greater than the estimated postage and/or media costs, EAB will invoice Client for the difference. Estimated postage and/or media costs in excess of the actual postage and/or media costs will be applied as credit to other services in the current or next fiscal year as agreed upon by EAB and Client, unless client requests a refund of such excess postage and/or media costs. If Client asks EAB to contact additional donors, then the cost per thousand for contacting these additional donors will be \_\_\_\_\_. The cost for contacting additional non-donors is \_\_\_\_ per thousand.

#### III. Payment Terms

Payments are due 30 days from receipt of invoice.

#### IV. State Registration Compliance and Service Dates

EAB acknowledges that it is current and will remain current with all appropriate licenses/registrations in all such states requiring registration throughout the term of this Agreement. Similarly, Client acknowledges that it is current and will remain current with all appropriate licenses/registrations in all such states requiring registration throughout the term of this Agreement. In addition, EAB and Client will comply with all State Registration Compliance terms found at [www.eab.com/AMSTerms](http://www.eab.com/AMSTerms), which are incorporated and part of this Agreement, and which contain additional language required under applicable charitable solicitation laws.

The following specifies the start and/or commencement date that some states require for registration compliance. End dates for services under this Agreement for the states listed below are as stated below, unless extended in each state:

- (1) For the purposes of the State of California, the following shall apply:



This Agreement will commence on DATE within the State of California and will terminate on DATE unless extended. Services will commence with respect to solicitation of contributions on DATE.

(2) For the purposes of the State of New York, the contract shall be modified to add the following section:

The New York State identification number for EAB is 42-25-89.

The New York State identification number for Client is \_\_\_\_\_.

Contract will commence on DATE within the State of New York.

Contract will terminate on DATE unless extended within the State of New York.

(3) For the purposes of the State of Mississippi, the following shall apply:

Client's solicitation activity under this Agreement is to commence on DATE within the State of Mississippi or ten working days after the contract is received by the Office of the Secretary of State.

Solicitation activity and the contract will terminate on DATE unless extended, within the State of Mississippi.

(4) For the purposes of the Commonwealth of Pennsylvania, the following shall apply:

Services under the terms of the Agreement with respect to solicitation of contributions in the Commonwealth will commence on DATE or ten (10) working days after the Agreement is received by the Department of State, Bureau of Charitable Organizations and/or is approved by the Department of State Bureau of Charitable Organizations.

Services and this Agreement will terminate on DATE unless extended within the Commonwealth of Pennsylvania.

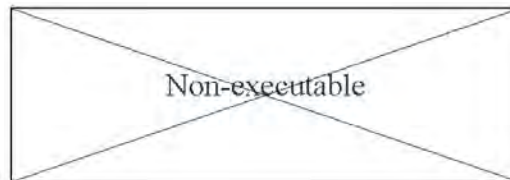
(5) For the purposes of South Carolina, the following shall apply:

The South Carolina Registration Number for EAB is P25814.

The South Carolina Registration Number for Client is \_\_\_\_\_.

*Two signatures from each Party are required to comply with various state registration requirements.*

**ACKNOWLEDGED AND AGREED**



## TERMS & CONDITIONS

These Terms & Conditions, together with the Agreement to which these Terms & Conditions are attached (including any attachments or subsequent amendments thereto, the "Service Agreement"), constitute a binding agreement (the "Agreement") between the entity names in the Service Agreement (the "Client" or "you") and Advancement Services, LLC, a wholly-owned subsidiary of EAB Global, Inc. ("EAB" or "we"), effective as of the date set forth on the Service Agreement ("Effective Date") regarding the services set forth on such Service Agreement (the "Services"). In the event of a conflict between any term set forth in the Service Agreement and any term or condition set forth in these Terms & Conditions, the term set forth in the Service Agreement shall control.

### 1. GENERAL TERMS AND CONDITIONS

1.1. Fees. Fees for Services ("Fees") are set forth in the Service Agreement. Client will be responsible for payment of any applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (other than taxes based on EAB's income), and any related penalties and interest for the grant of the Services hereunder. If Client is tax exempt and provide EAB with a valid tax exempt certificate issued by the relevant taxing jurisdiction, EAB will not charge Client any taxes that Client is not obligated to pay. Client will make all required payments to EAB free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments to EAB will be Client's sole responsibility, and Client will, upon EAB's request, provide EAB with official receipts issued by appropriate taxing authorities, or such other evidence as EAB may reasonably request, to establish that such taxes have been paid.

1.2. Payment. Fees are due in full within thirty (30) days of invoice date. EAB's obligation to furnish Services (or to continue to furnish Services) is conditioned on Client's timely payment of invoiced amounts. Any past due balance will be subject to interest at the lower of the monthly rate of one percent (1%) per month or the highest rate permitted by law. Client will be responsible for all costs and expenses incurred by EAB in collecting any Fees or other sums owed by Client. In the event any invoice remains unpaid for thirty (30) days or more, EAB reserves the right to terminate this Agreement or suspend the provision of any Services until the account is brought current.

### 2. RESPONSIBILITIES

2.1. EAB Responsibilities. EAB agrees to furnish the Services described in the Service Agreement. Any additional Services shall be set forth in additional Service Agreement(s) signed by both Parties.

2.2. Client Responsibilities. Client shall provide EAB with all information and data reasonably required by EAB to perform services and furnish Services to Client. Specifically, Client will be solely responsible for: (a) the accuracy and completeness of the Client Materials (as defined below); (b) the design of any marketing campaign created as part of the Services and its compliance with applicable laws, rules and regulations; and (c) the content of any mailings to a prospective student, alumni, or his/her families for completeness, accuracy and compliance with applicable laws, rules and regulations.

2.3. Review of Marketing Materials. EAB shall send to Client for its approval a proof of the final communication template for each mailing (e.g., emails and/or direct mail). If Client discovers any problems after review, Client will immediately notify EAB. If there are any subsequent changes in the marketing communications or campaign details, Client will review again according to the above procedure. Client shall review all marketing materials created by EAB for Client to ensure that all such marketing materials are accurate, complete and in compliance with all applicable laws, rules and regulations, including, but not limited to, adherence with the U.S. Department of Education's misrepresentation regulations provided at 34 C.F.R. 668, Subpart F, any applicable FTC guidelines and other consumer marketing laws and regulations.

### 3. TERM

3.1. Term. This Agreement shall be in effect as of the Effective Date and, unless terminated as set forth herein, will continue until all Services have been furnished pursuant to the Service Agreement (the "Term").

3.2. Termination for Breach. Either Party may terminate this Agreement immediately upon written notice in the event that the other Party materially breaches the Agreement and thereafter has failed to cure such breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the terminating Party) within thirty (30) days after receiving written notice thereof.

3.3. Upon Termination. Upon expiration or termination of this Agreement, (a) Client will pay all outstanding invoices or amounts owing to EAB and (b) the following Sections will survive: 3.3, 4, 5, 6, and 8.

### 4. PROPRIETARY RIGHTS

4.1. Client Materials. As between the Parties, Client will own all data provided to EAB under a Service Agreement, including any admissions and financial aid data Client provides to EAB ("Client Data"). Client will also own all right, title and interest in and to all other content and materials, including any copyrights, trademarks, service marks, data, and other intellectual property Client may provide to EAB in order to allow EAB to provide the Services to Client under the terms of this Agreement and the applicable Service Agreement ("Client Materials"). Client grants to EAB a worldwide, non-exclusive, right and license to store, reproduce, modify, perform, display, distribute and utilize the Client Data and Client Materials: (a) to provide the Services; (b) for internal tracking, reliability testing and research purposes; and (c) in a manner that does not identify Client for any lawful purpose in EAB's discretion. The rights granted in the foregoing clauses (b) and (c) shall be perpetual and shall survive any termination or expiration of this Agreement.

4.2. Ownership of Services. As between the Parties, EAB owns all right, title and interest in and to all Services (excluding any Client Data and Client Materials therein), as well as all products and services, including all hardware, systems, software, artwork, copy, concepts, techniques, and other intellectual property EAB uses to provide services and furnish Services hereunder, and any derivatives thereto. Client is authorized to use the Services only to the extent expressly authorized in these Terms & Conditions during the Term of this Agreement. Upon termination of this Agreement, Client's rights to and its use of the applicable Services shall promptly cease.

4.3. No Other Licenses. Except for the license and other rights granted to EAB under this Agreement, EAB claims no ownership or control



over, and shall have no liability with respect to, any Client Materials or Client Data.

## **5. WARRANTIES AND DISCLAIMERS**

5.1. Limited Warranty. EAB warrants that the services to be provided under this Agreement shall be performed in a professional manner conforming to generally accepted industry standards and practices.

5.2. Client Data Warranty. Client warrants that Client has or will have all necessary rights, and has obtained any necessary third party consents, authorizations or permissions required, to provide the Client Data to EAB for such Client Data to be used in the manner contemplated by this Agreement.

5.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND DELIVERABLES ARE PROVIDED "AS IS," AND EAB MAKES NO (AND HEREBY DISCLAIMS ALL) WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

## **6. LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE OR RESPONSIBLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, WHICH THE OTHER PARTY MAY INCUR, EXPERIENCE OR CLAIM (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, PROFITS, USE OF MONEY OR USE OF SERVICES, INTERRUPTION IN USE OR AVAILABILITY OF DATA, LOST BUSINESS, LOST OPPORTUNITY, WORK STOPPAGE OR OTHER IMPAIRMENT OF ASSETS) ARISING OUT OF ANY ALLEGED BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, ON ACCOUNT OF ENTERING INTO OR RELYING ON THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EAB'S TOTAL LIABILITY FOR ANY CLAIM UNDER THIS AGREEMENT FROM ANY AND ALL CAUSES SHALL BE LIMITED TO AND SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY YOU TO EAB FOR THE DELIVERABLES AND/OR SERVICES RELATED TO SUCH CLAIM DURING THE ONE-YEAR PERIOD PRIOR TO THE CAUSE FOR SUCH CLAIM, REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTIONS MAY BE BROUGHT, AND ANY SUCH DAMAGES SHALL CONSTITUTE YOUR SOLE AND EXCLUSIVE REMEDY.

## **7. CONFIDENTIALITY AND NONDISCLOSURE**

7.1 Confidentiality. Except as required by law or as reasonably necessary in the performance of the Services or as otherwise agreed to by Client, EAB will keep confidential any and all Client Data and Client Materials. Notwithstanding the foregoing, Client agrees that EAB shall not be obligated to maintain the confidentiality of Client Data or Client Materials that are known to EAB prior to receiving the Client Data or Client Materials from Client or that becomes known (independently of disclosure by Client) directly or indirectly from a source other than one having an obligation of confidentiality to Client. The Services are confidential to EAB and its suppliers, if any. Thus, Client shall not disseminate to, or permit the use of, and shall take reasonable precautions to prevent such dissemination or use of, Services by any of its personnel to any third party. In addition, except as required by law, Client shall not disclose the fees charged by EAB to Client to any third party, other than its personnel or professional services providers (e.g., accountants or legal counsel) who need to know such information in order to provide their respective professional services to Client and, in each case, are bound by confidentiality obligations to Client. Client shall not remove from the Services any confidential markings, copyright notices and other similar indicia therein.

7.2 FERPA. To the extent applicable, EAB agrees to abide by the applicable requirements of the Family Education Rights and Privacy Act ("FERPA") in using Client Data.

## **8. MISCELLANEOUS**

8.1 Governing Law and Venue. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the Commonwealth of Virginia, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Client hereby expressly consents to the personal jurisdiction and venue in the state and federal courts for Henrico County, Virginia. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

8.2 Publicity. EAB and its affiliates may publicly refer to Client, including on its or their website and in sales presentations, as an EAB client and may use Client's logo for such purposes.

8.3 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Without limiting the generality of the foregoing, Client agrees that Section 6 will remain in effect notwithstanding the unenforceability of any provision in Section 5.

8.4 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

8.5 No Assignment. This Agreement is not assignable by either Party without the other Party's prior written consent, which shall not be unreasonably withheld or delayed, except an assignment by operation of law shall not require the consent of the other Party. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns.

8.6 Force Majeure. EAB shall not be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control. If any such an event of force majeure occurs, EAB shall provide Client with written notice.

8.7 Independent Contractors. EAB's relationship to Client is that of an independent contractor, and neither Party is an agent or partner of the other. Nothing herein shall be deemed to establish a partnership, joint venture or agency relationship between the Parties. EAB shall have the right to use third parties, including, without limitation, its affiliates, in performance of its obligations and in providing the Services under this Agreement.

2445 M Street NW, Washington DC 20037 | 202-747-1000 | eab.com

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8.8 Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered by a commercially recognized national courier (such as Federal Express or UPS) to the addresses set forth on the Service Agreement. In the event that the last address Client have provided to EAB is not valid, or for any reason is not capable of delivering to Client any notices required by this Agreement, EAB's dispatch of such notice will nonetheless constitute effective notice of the changes described on the notice.

8.9 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the Parties with respect to such subject matter.

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Washington DC | Richmond | Birmingham | Minneapolis



## **STATE REGISTRATION COMPLIANCE TERMS AND CONDITIONS**

These State Registration Compliance Terms & Conditions (the "State Registration Terms"), together with the Service Agreement or other agreement to which these State Registration Terms are incorporated (including any attachments or subsequent amendments thereto), constitute a binding agreement (the "Agreement") between the entity named in the Service Agreement (the "Client" or "you") and Advancement Services, LLC, a wholly-owned subsidiary of EAB Global, Inc. ("EAB" or "we"), effective as of the date set forth on the Service Agreement ("Effective Date") regarding the services specified in the Agreement. In the event of a conflict between any term set forth in the Service Agreement and any term set forth in these State Registration Terms, the term or condition set forth in the Service Agreement shall control. Capitalized terms not otherwise defined herein will have the meanings given to them in the Service Agreement. EAB reserves the right to modify or revise these State Registration Terms at any time in order to comply with the applicable state registration requirements, and shall post such modified or revised State Registration Terms at [www.eab.com/AMSTerms](http://www.eab.com/AMSTerms).

The following terms are required to be stated in the Agreement for the purpose of state registration of nonprofit agencies and their fundraising counsel:

1. The number of persons to be involved in providing services to Client will not exceed 25.
2. For the purposes of the State of California only, the following shall apply:

The Agreement will commence and end within the State of California on the dates that are as set forth in the Service Agreement. Services will commence with respect to solicitation of contributions on the date set forth in the Service Agreement. Client has the right to cancel the Agreement without cost, penalty, or liability for a period of ten (10) days following the date on which the Agreement is executed. Client may cancel the Agreement by servicing a written notice of cancellation within thirty (30) days of execution. If mailed, service shall be by certified mail sent to EAB, 1920 E. Parham Rd, Richmond, VA 23228, return receipt requested, and cancellation shall be deemed effective upon the expiration of five (5) calendar days from the date of mailing. Following the 10-day cancellation period, Client may terminate the Agreement by giving thirty (30) days written notice. If mailed, service of the notice shall be by certified mail, return receipt requested, and shall be deemed effective upon the expiration of five (5) calendar days from the date of mailing. In the event of termination after the 10-day cancellation period, Client shall be liable for services provided by EAB to the effective date of termination.

3. For the purposes of the State of Maryland only, the following shall apply:

Client shall forward EAB, prior to commencement of services, a copy of Client's agreement with its caging service for filing with the state. Client shall have the right to select or substitute vendors of its own choosing for mailings into the state.

4. For the purposes of the State of New York only, and only with respect to Services provided in New York State, the Agreement shall be modified to add the following section:

The New York State identification number for EAB and for the Client are specified in the Service Agreement. Contract will commence on the date specified in the Service Agreement within the State of New York.

Contract will terminate on the date specified in the Service Agreement unless extended within the State of New York.

Client's right to cancel this Agreement. It is understood by both Parties that Client has the right under New York State law to cancel this contract and that Client does not have to give any reason for the cancellation. By law, the Parties to this contract cannot waive or modify this right by any pre-existing agreement or by any subsequent agreement between the Parties. Therefore, Client may cancel this contract without cost, penalty, or liability if Client notifies EAB in writing as provided below.

Period under which Agreement may be canceled. If EAB is registered with the New York State Office of the Attorney General Charities Bureau, Client may cancel this contract at any time up to and including the fifteenth day after this contract was filed by EAB with the New York State Office of the Attorney General Charities Bureau. If, however, EAB is not registered with the New York State Office of the Attorney General Charities Bureau at the time this contract is signed, Client may cancel at any time after it is signed.

Procedure for canceling this Agreement. Client may cancel this contract by giving EAB written notice of cancellation. This notice can be in the form of a letter indicating that Client does not intend to be bound by the contract. The notice of cancellation may be hand-delivered or mailed to the President of EAB. If mailed, it must be sent to the following address: 1920 East Parham Road, Richmond, VA 23228.

Client must mail a duplicate copy of the written notice of cancellation to the Office of the Attorney General at the address listed below:

Charities Bureau

2445 M Street NW, Washington DC 20037 | 202-747-1000 | [eab.com](http://eab.com)

Washington DC | Richmond | Birmingham | Minneapolis

Office of the Attorney General  
The Capitol  
Albany, New York 12224.

When cancellation is effective. If the notice of cancellation is hand-delivered, the cancellation is effective as soon as it is delivered to EAB. If the notice of cancellation is mailed, the cancellation is effective as soon as the notice is deposited, properly addressed and postage pre-paid, in a mailbox.

5. For the purposes of the State of New Jersey only, the following shall apply:

This Agreement between EAB and Client is not a percentage-based agreement, and the following language is provided only for purposes of complying with the contract disclosure requirements of State of New Jersey. EAB is to be paid as set forth in this Agreement and said compensation provisions shall be controlling. For purposes of providing language to comply with the New Jersey Charitable Fundraising Rules, the following shall apply:

EAB shall receive one percent (1%) of the gross revenue from the campaign. The amount going to EAB is an estimated percentage based upon previous experience of similar campaigns conducted by EAB. This shall not affect or alter compensation provisions as provided in this Agreement.

6. For the purpose of the State of Mississippi only, the following shall apply:

Client's solicitation activity under this Agreement is to commence on the date specified in the Service Agreement within the State of Mississippi or ten working days after the Agreement is received by the Office of the Secretary of State.

Solicitation activity and the Agreement will terminate on the date specified in the Service Agreement unless extended, within the State of Mississippi.

7. For the purpose of the Commonwealth of Pennsylvania only, the following shall apply:

Services under the terms of the Agreement with respect to solicitation of contributions in the Commonwealth will commence on the date specified in the Service Agreement or ten (10) working days after the Agreement is received by the Department of State, Bureau of Charitable Organizations and/or is approved by the Department of State Bureau of Charitable Organizations.

Services and the Agreement will terminate on the date specified in the Service Agreement unless extended within the Commonwealth of Pennsylvania.

8. For the purposes of South Carolina, the following shall apply:

The South Carolina Registration Number for EAB is as specified in the Service Agreement. The South Carolina Registration Number for Client is as specified in the Service Agreement.

In those states requiring EAB to file a campaign financial report, Client agrees to disclose fundraising data as necessary to complete such reports prior to the due date of these reports.

If either Party to the Agreement is not compliant with state registration requirements, the Agreement may be terminated immediately without penalty.



# Appendix C: EAB's Acknowledgement of Addendum #1

## VIRGINIA MILITARY INSTITUTE

Lexington, Virginia 24450

Procurement Services

Phone 540-464-7323

Fax 540-464-7669

**ADDENDUM NO. 1\***

**17 May 2022**

### **TARGETED MARKETING AND DIRECT CONTACT CAMPAIGN**

RFP #V211-22-084

This addendum consists of one page and answers questions submitted by potential offerors:

**Q:** Requests for hard copies of the redacted response to the RFP are required in Section d, page 6. Should this be changed to electronic submission?

**A:** Yes, redacted copies of the response should be submitted electronically. Hard copies are not required. Please be reminded that FOIA (*Freedom of Information Act*) requirements for redaction apply. No additional review of redacted material by VMI will occur prior to publicly posting.

**Q:** Section VII. A, Selection Criteria: For the goals for participation by certified SWaM firms, can VMI please share if this is graded on a participation scale? Meaning if vendors show efforts towards the participation goals, will they be provided a full score for this category in the evaluation criteria?

**A:** SWaM certified vendors are given 100% of the points assigned to this criterion. All others will receive a percentage of points based on the proposed utilization of SWaM certified sub-contractors. (Example: a non-SWaM vendor proposes 45% SWaM utilization; the non-SWaM vendor will receive 45% of the assigned points for this category. Please note that the successful offeror will be committed and held accountable for the SWaM goal proposed in the RFP response.)

**THERE ARE NO OTHER CHANGES OR MODIFICATIONS TO THE EXISTING RFP.**

**End Addendum No. 1**

**Kathleen H. Tomlin**

Colonel

VCO, VCCO, CUPO

Director, Procurement Services



\*EAB Global Inc. (EAB) acknowledges Addendum 1.

Signed:

Philippe Best, Senior Strategic Leader