



**CONTRACT VCCS-WIDE-18-0069-REI  
BETWEEN  
VIRGINIA COMMUNITY COLLEGE SYSTEM  
AND  
J.R. REINGOLD & ASSOCIATES, INC.**

**MARKETING, COMMUNICATIONS & PUBLIC RELATIONS SERVICES**

This is a Contract between Virginia Community College System ("VCCS") and J. R. Reingold & Associates, Inc. ("Contractor") for the provision of goods and services outlined herein, pursuant to the VCCS's Request For Proposal # VCCS-ALL-18-0069 (the "RFP") and the Contractor's Solution, as set forth in the Contractor's proposal dated August 27, 2018, in response thereto, and modified through any negotiated agreements.

**I. SCOPE OF CONTRACT**

All requirements proposed for the provision of non-professional services to provide a wide variety of marketing, advertising, media, communications, public relations, and related services for all of the Virginia Community College System, to include its 23 Community Colleges, System Office, and the Shared Services Center.

All requirements stated in the RFP # VCCS-ALL-18-0069, Section III, entitled "Statement of Needs"; and the Solution, including all goods and services, and integral products to the Solution, as applicable and as delineated in Contractor's proposal, submitted in response thereto, in accordance with the following, or as otherwise stipulated in any Modification to this Contract.

**II. TERM**

The Contract shall be effective from May 13, 2019, through May 12, 2020. All orders and related documents shall survive the period of performance stated in this section until such time as all orders (executed prior to the expiration date of the Contract) have been completely performed.

The Contract may be renewed by the Commonwealth, for up to four (4) additional one (1) year successive periods under the terms and conditions of the original contract and upon mutual written agreement between the parties. Written notice of the Commonwealth's intention to renew shall be given approximately ninety (90) days prior to the expiration date of each contract period, of the Commonwealth's intent to renew the Contract.

**III. INTERPRETATION OF CONTRACT**

The documents comprising this Contract, and their order of precedence in case of conflict, are: (1) this Contract, consisting of terms and conditions included herein, including all Attachments hereto; (2) all executed orders and Attachments referencing the Contract (3) the RFP # VCCS-ALL-18-0069; and (4) the Contractor's Solution, as set out in the Contractor's proposal submitted in response to the RFP, and modified through any negotiated agreements. The foregoing documents represent the complete and final Contract of the parties with respect to the subject matter of this Contract.

If any term or condition of this Contract is found to be illegal or unenforceable, it shall be severed, and the validity of the remaining terms and conditions shall not be affected. Nothing in this Contract shall be construed as an express or implied waiver of the Commonwealth's sovereign or Eleventh Amendment immunity, or as a pledge of its full faith and credit.

#### IV. TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This contract is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under "Vendors Manual" on the vendors tab.
- B. **APPLICABLE LAWS AND COURTS:** This contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. VCCS 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 *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** The Contractor certifies 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 the requirements of this section.
  - d. 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.

- e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the Contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** The Contractor certifies that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their 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. **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 Subcontractors:
- 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:
    - i. To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
    - ii. To notify the VCCS and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
  - b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

- I. **PRECEDENCE OF TERMS**: The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- J. **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.
- K. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- L. **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 additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. 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. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt, 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 the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency 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 the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an

increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

M. **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.

N. **INSURANCE:** The Contractor certifies, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Contractor further certifies that the Contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

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.)

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance	

Organizations.)	\$2,150,000 per occurrence, \$4,250,000 aggregate
(Limits increase each July 1 through fiscal year 2031per <i>Code of Virginia</i> § 8.01-581.15.)	
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

- O. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

- P. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- Q. **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 contractors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the 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 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.

- R. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency 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.
- S. **SET-ASIDE 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, offerors 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 proposals.
- T. **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.
- U. **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.
- V. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate this 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.
- W. **eVA ORDERS AND CONTRACTS:** The 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 contract is 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 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).

X. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Other Goods and Services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Other Goods and Services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

Y. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

Z. **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.

AA. **SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING:**

1. Submission of Small Business Subcontracting Plan: It is the statewide goal of the Commonwealth that 42% of its purchases be made from small businesses certified by DSBSD. This includes discretionary spending in prime contracts and subcontracts. All offerors are required to submit a Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status when they have also received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the Contractor shall note such on the Small Business Subcontracting Plan. No contractor or

subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of proposals.

2. Evidence of Compliance with Small Business Subcontracting Plan: Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution timely reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the Contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.
3. Prime Contractor Subcontractor Reporting:
  - a. Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The Contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (Businesses that are DSBSD-certified small, women-owned, minority-owned, businesses with DSBSD Service Disabled Veteran-owned status, or Employment Services Organization) and type of product/service provided, at the frequency required.
  - b. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are **not** DSBSD-certified businesses or ESOs. The Contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided, at the frequency required.

BB. **PRINTING:**

- A. **OWNERSHIP OF PRINTING MATERIALS:** All artwork, camera-ready copy, negative, dies, photos, and similar materials used to produce a printing job shall become the property of the Commonwealth. Any furnished materials shall remain the property of the Commonwealth. All such items and materials shall be delivered to the ordering agency in usable condition after completion of the work, and prior to submission of the invoice for payment.
- B. **PRINTING PICK-UPS/DELIVERIES:** Contractor shall be responsible for all pick-ups and deliveries of all materials.

- CC. **WARRANTY (COMMERCIAL):** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation and rights and remedies permitted under applicable law. A copy of this warranty should be furnished with the bid/proposal.

DD. **WORK ESTIMATES (TIME AND MATERIAL CONTRACTS)**: Under this time and material contract, the contractor shall furnish the agency with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor category(ies), the contractor's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at contractor's actual invoice costs (contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the contract. If the agency determines that the estimated price is not fair and reasonable, the agency has the right to ask the contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the agency reserves the right to obtain additional quotes from other vendors. A work order will be issued to the contractor, as the authority to proceed with the work, which will incorporate the contractor's estimate and the terms and conditions of the contract. The contractor and his/her personnel shall log in with the designated contract administrator each day before and after work to confirm labor hours.

EE. **EMPLOYMENT SERVICES ORGANIZATIONS (ESO)**:

- A. Where it is practicable for any portion of the awarded contract to be subcontracted, the contractor is encouraged to offer such business to employment services organizations. A list of employment services organizations can be found at [www.vadrs.org](http://www.vadrs.org) or [www.eva.virginia.gov](http://www.eva.virginia.gov).
- B. Each prime contractor who is awarded a contract where using an employment services organization is a condition of the award, shall deliver to the agency or institution, on or before request for final payment, evidence and certification of compliance. When a portion of the contract has been subcontracted to these organizations and upon completion of the contract, the contractor agrees to furnish the purchasing office, at a minimum, the following information: name of employment services organization, telephone number, total dollar amount subcontracted, and type of product/service provided. Final payment under the contract may be withheld until such certification is delivered or other appropriate remedies may be assessed in lieu of withholding such payment.

FF. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION**: The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the 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.

GG. **CONTINUITY OF SERVICES**:

- 1. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:

- a. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
  - b. To make all Agency 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
  - c. That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
2. The Contractor shall, upon written notice from the Contract Officer, 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 Contract Officer's approval.
  3. 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.

HH. **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.

## V. REPORTING INSTRUCTIONS

Contractor shall deliver on an annual basis, evidence of compliance with the small business subcontracting plan submitted with the proposal.

## VI. METHOD OF PAYMENT

Payments for this contract will be made by the VCCS in Accordance with Article 4 of the Virginia Public Procurement Act, Article 4 "Prompt Payment" (Code of Virginia §2.2-4347 et. seq.).

Invoices should reference the applicable Purchase Order number. They should be submitted by the 10th of the month, following either the month during which services were rendered or the completion of project milestones. Payment will be made within 30 days of receipt of a properly detailed and submitted invoice. The Contractor shall submit invoices to VCCS for all services rendered. It is anticipated that payment will be made via check.

Vendors shall submit proper invoices to [invoice@ssc.vccs.edu](mailto:invoice@ssc.vccs.edu) or Virginia Community College System, Shared Services Center, ATTN: Accounts Payable; 147 Daleville Centre Drive, Daleville, Virginia 24083.

## VII. ORDERING PROCEDURES

The VCCS will issue any/all purchase orders through the Commonwealth of Virginia's eVA procure-to-pay portal.

**VIII. AUTHORIZED REPRESENTATIVES**

**J. R. Reingold & Associates, Inc.**

Kevin Miller  
Partner  
433 E. Monroe Avenue  
Alexandria, VA 22301-1645  
Tel: 202-333-0400 ext 111  
Email: [kmiller@reingold.com](mailto:kmiller@reingold.com)

**Virginia Community College System**

Michele Skaggs, CPPO, VCM, VCO, VCCO  
Director of Strategic Sourcing  
300 Arboretum Place, Suite 245  
Richmond, VA 23236  
Tel: 804-819-4965  
Email: [mskaggs@vccs.edu](mailto:mskaggs@vccs.edu)

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

**J. R. REINGOLD & ASSOCIATES, INC.**

DocuSigned by:  
BY: Kevin Miller  
OF7CEC90738047A...  
NAME: Kevin Miller  
Printed  
TITLE: Partner  
DATE: 5/25/2019

**VIRGINIA COMMUNITY COLLEGE SYSTEM**

BY: Lance Billard  
NAME: Michele Skaggs, CPPO, VCM, VCCO, VCO  
Printed  
TITLE: Director of Strategic Sourcing  
DATE: 6/4/19

**ATTACHMENT A**  
**TO**  
**CONTRACT VCCS-WIDE-18-0069-REI**  
**BETWEEN THE**  
**VIRGINIA COMMUNITY COLLEGE SYSTEM**  
**AND**  
**J. R. REINGOLD & ASSOCIATES, INC.**

**GOODS AND PRICING SCHEDULE**

Attachment "A" is hereby incorporated into and made an integral part of contract VCCS-ALL-18-0069. In the event of any discrepancy between this Attachment "A" and the Contract, the provisions of the Contract shall control.

**I. LISTING OF GOODS AND SERVICES**

All requirements stated in the Commonwealth's RFP VCCS-ALL-18-0069, Section III, entitled "Statement of Needs"; and the Solution, including all goods and services, and integral products to the Solution, as applicable and as delineated in Contractor's proposal, submitted in response thereto, for the provision of non-professional services to provide a wide variety of marketing, advertising, media, communications, public relations, and related services for all of the Virginia Community College System, in accordance with the following, or as otherwise stipulated in any Modification to this contract.

**II. GOODS AND SERVICES TO BE PROVIDED**

**A. PERFORMANCE REQUIREMENTS**

VCCS agency projects vary from general advertising services and basic marketing campaigns to complex projects requiring strategic planning, research and/or analysis for the development of strategies intended to achieve specific academic, community-focused, politically motivated, and other agency goals. Some projects may be short term, while others require ongoing support, monitoring, and other activities to be performed over a longer period of time.

VCCS agency goals may include retaining/recruiting students and/or employees, branding and methodologies to improve/change public perception or awareness, promoting or inspiring programs for academic success, and partnering with other institutions of higher education or community businesses/agencies for mutually beneficial outcomes. Promotional activities to include but not be limited to those for campus events, honors colleges, consortia agreements, workforce development programs, the arts, and sports and athletic programs.

The contractor(s) shall efficiently and effectively execute all appropriate elements of a campaign or project and assist in the evaluation of its effectiveness, striving for maximum return on investment. Contractors shall adhere to VCCS agency visual communication standards where applicable.

The contractor(s) shall render services that are small in size (ie making a flyer(s)) to colleges as needed. Contractors shall not stall or decline requested work with anticipation of being awarded a larger sized scale project.

Any combination of the following services may be required. Offerors may propose to provide goods

and services under any combination of the following elements which they are qualified and willing to provide for VCCS agencies:

1. Data Gathering, Market Research and Analysis

- a. Contractor shall collect pertinent and relevant data, perform research, draft, and recommend advertising and additional marketing campaigns compatible with VCCS agency goals.
- b. Qualitative research studies may be required to develop system-wide marketing strategies.
- c. Advertising strategies must be based on sound research. The Contractor shall evaluate and report the ongoing effectiveness of advertising placed on behalf of VCCS agencies. The Contractor shall analyze and utilize marketing research information to:
  - Gauge changes in market conditions, and use the information to improve advertising, marketing, collateral creative, strategy development, and overall communications effectiveness.
  - Where applicable, determine the number of inquiries and calculate the rate of conversion of inquiries generated by an advertising or marketing program.
  - Determine the overall effectiveness and return on investment an advertising or marketing program provides.

2. Development of Communications Concepts, Planning, and Budget

- a. The Contractor shall develop communications concepts based on VCCS agency marketing initiatives and goals, in consultation with end-user(s).
- b. Determine what types of communication, media, and/or messages are most effective in communicating the desired message, and apply this information to develop future communications.
- c. Develop advertising and marketing concepts that communicate message points as stated in the campaign plan. The plan shall include but not be limited to communications goals and strategies; total media expenditures; production budget; required research; media schedule; and Contractor's fees, where applicable.
- d. Modify plans as a result of budget changes or at the request of the VCCS agency.
- e. Work with VCCS agency staff to assure that expenditures do not exceed advertising budgets without prior written approval.
- f. Provide monthly budget updates.

3. Creative Services; Strategic Planning and Management

- a. Contractor shall propose a creative approach to the strategic planning and management of VCCS agency information, branding, advertising, communications, promotional and marketing subject matter and materials.
- b. In consultation with the end-user(s), the Contractor may assist in annual strategic marketing

planning including, but not limited to recommending advertising, print, and electronic marketing campaigns, based upon sound brand management strategies and research.

- c. Contractor shall translate advertising and marketing goals into creative strategies and then into advertising and marketing communications concepts that provide maximum exposure, impact and return on investment.
- d. Developing overall campaigns based on media and marketing strategies based upon approved goals.
- e. Providing services to place, verify, measure, and make timely disbursements for all advertising placements.
- f. Developing and executing creative strategies for advertising and marketing elements, in consultation with VCCS agency end-users.
- g. Developing and monitoring creative and production budgets, in consultation with VCCS agency end-users.
- h. Evaluating, hiring and administering subcontractors, as requested by VCCS agency end-users, including, but not limited to, production companies; software and social media firms; billboard firms; market research firms; digital media specialists; videographers; actors/extras; photographers; graphic designers; and media buying services.
- i. Developing direct marketing strategies to support system-wide and community college campaigns.
- j. Leveraging VCCS agency resources with current and potential partners, including but not limited to advertising, marketing and/or public relations partnerships between VCCS agencies and business/industry; K-12 systems; four-year colleges and universities; community partners; and other organizations that support education and workforce needs.

#### 4. Media Planning/Buying

- a. The Contractor shall translate advertising, marketing goals, and strategies into effective media plans and buys, which may include but are not limited to television, radio, print, and advanced digital and mobile advertising. A schedule of media buys shall be prepared and presented to the end-user for pre-approval.
- b. Media planning shall include incorporation of approved research and shall demonstrate the ability to leverage advertising dollars for maximum delivery through value-added merchandising and off-rate card negotiation and other benefits.

#### 5. Production

- a. Execute advertising and marketing campaigns that accurately address VCCS agency services and goals utilizing proven capabilities for high quality and cost efficiency.
- b. Maintain timelines and deadlines, while keeping all appropriate staff informed of project status.



- c. Maintain approved production budgets. No budget shall be exceeded without prior written approval by stakeholders.
- d. Manage the creation and/or production of collateral material, including but not limited to, videos, advertisements, newsletters, brochures, event materials (i.e. signage and programs) and audience-specific direct mailings, upon request by a VCCS agency.
- e. The Contractor shall schedule a meeting or conference call with the designated stakeholder to discuss and confirm that specific goals are thoroughly understood. If commercial production is required, the Contractor must bring a creative/production person to the meeting or include him/her in the conference call. The commercial production agent shall act as a subcontractor of the Contractor without mark-up. There shall be no obligation on the part of any VCCS agency until the project approach and or written Contractor proposal activities are approved by the agency.

6. Electronic/Digital and Direct Mail Marketing

- a. Develop electronic/digital marketing programs to work in concert with VCCS agency marketing initiatives, if requested.
- b. Develop direct mail marketing programs to work in concert with VCCS agency advertising and marketing initiatives and goals, including obtaining and providing audience-specific mailing lists and creating mailings as needed.

7. Additional Related Services

- a. Tracking, Measuring, and Monitoring of Outcomes and Performance Metrics.
- b. Preparation and submittal of project-specific written reports and/or meeting summaries, outlining research findings in support of the implementation or revision of specific VCCS agency and/or system-wide marketing strategies.
- c. Present Conclusive Findings, Reporting, and Recommendations to Agency Management and/or other decision-making bodies.
- d. Work with VCCS agency stakeholders to develop and complete special projects as assigned.

B. ITEMIZED BREAKDOWN OF SERVICES:

- 1. Data Gathering, Marketing Research and Analysis:
  - Communications/Brand Auditing
  - Digital Analysis
  - Literature Review
  - Audience Segmentation Mapping
  - Stakeholder/Customer Interviews
  - Creative Testing
  - Analytics/Measurement Evaluation
  - Social Media Auditing
  - Earned Media Coverage Reporting
  - Competitive Analysis
  - Marketing Research & Reporting
  - Focus Group Facilitation & Reporting
  - Quantitative Study & Survey Execution

2. Development of Communication Concepts, Planning and Budget:  
Messaging Framework Development                      Target Audience Segmentation  
Marketing Strategy Development                      Creative Campaign Concepting  
Analytics Environment Enhancement  
Marketing/Communications Planning & Budgeting
  
3. Creative Services, Strategic Planning & Management:  
Brand Guideline Development                      Logo/Identity Development  
Campaign Concept Implementation                      Graphic Design Services  
Copywriting & Content Development                      Editorial Services  
Photography                      Video Editing & Animation
  
4. Media Planning and Buying:  
Media Research & Planning                      Media Negotiations & Buying  
Online Asset Tagging & Creative Analysis  
Integration of Data Sources (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, Party, as Applicable)  
Campaign Evaluation, Reporting & Data Visualization  
Ongoing Optimization & Cross- Channel/Tactics Efficiency Analysis
  
5. Production:  
Video production & Editing Services                      Print Production Services  
Mail House Packaging, Sorting & Delivery                      Section 508 Compliance
  
6. Electronic & Direct Mail Marketing:  
Direct Mail/Email Strategy Development & Planning  
Campaign Evaluation, Reporting & Data Visualization  
Integration of Data Sources (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, Party, as Applicable)  
Marketing Automation Configuration & Implementation  
Mail/Email List Development
  
7. Additional Related Services:  
Tracking, Measuring & Monitoring of Outcomes & Performance Metrics (Off & Online)  
Earned Media Relations  
Partner Engagement  
Special Project Planning & Execution  
Project Management & Program Reporting  
Event Planning & Management  
Ambassador Engagement & Mobilization

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### **III. PRICING STRUCTURE TO FOLLOW.**

The Contractor has provide regular hourly rates for positions titles, along with those proposed to VCCS. Travel or expenses are not included in the rates provided; VCCS will reimburse contractors for actual expenses incurred, in accordance with applicable GSA schedules and/or direct material/supply costs (no markup on materials/-supplies shall be permitted). For an explanation of what is included under each classification below, please refer to the RFP Section IV. STATEMENT OF NEEDS, Subsection A. PERFORMANCE REQUIREMENTS.

(Black square ■ indicates Contractor can provide service)

- Data Gathering, Market Research and Analysis
- Development of Communications Concepts, Planning, and Budget
- Creative Services; Strategic Planning and Management
- Media Planning/Buying
- Production
- Electronic and Direct Mail Marketing
- Additional Related Services

**Rates on the Following Page**

<b>POSITION TITLES OF PERSONS ASSIGNED</b>	<b>HOURLY RATE</b>
Art Director (Senior Web Designer)	\$136.44
Designer/Web Designer	\$118.77
Production Artist I	\$81.44
Production Artist II	\$92.87
Senior Copywriter	\$113.56
Copywriter	\$92.44
Junior Copywriter	\$77.46
Project Director/Strategist	\$198.77
Project Manager	\$153.89
Account Supervisor	\$124.51
Account Executive	\$103.26
Account Associate	\$84.36
Administrative/Logistic Support	\$63.58
Photographer I	\$79.55
Photographer II	\$125.38
Video Producer	\$116.78
Video Editor I	\$81.69
Video Editor II	\$117.01
Senior Public Relations Associate	\$148.55
Senior Digital Specialist	\$158.97
Senior Web Developer	\$163.78
Web Developer	\$138.69
Junior Web Developer	\$111.98
Media Planner/Buyer	\$128.66
Junior Media Planner/Buyer	\$91.56
Audio Operator	\$48.01
Audio Tech	\$57.68
Location Scout	\$69.35
Propmaster	\$67.84
Script Supervisor	\$65.33
Stylist	\$73.54
Producer	\$93.65
Make-Up Artist	\$68.71

**AVERAGE HOURLY RATE: \$104.49**

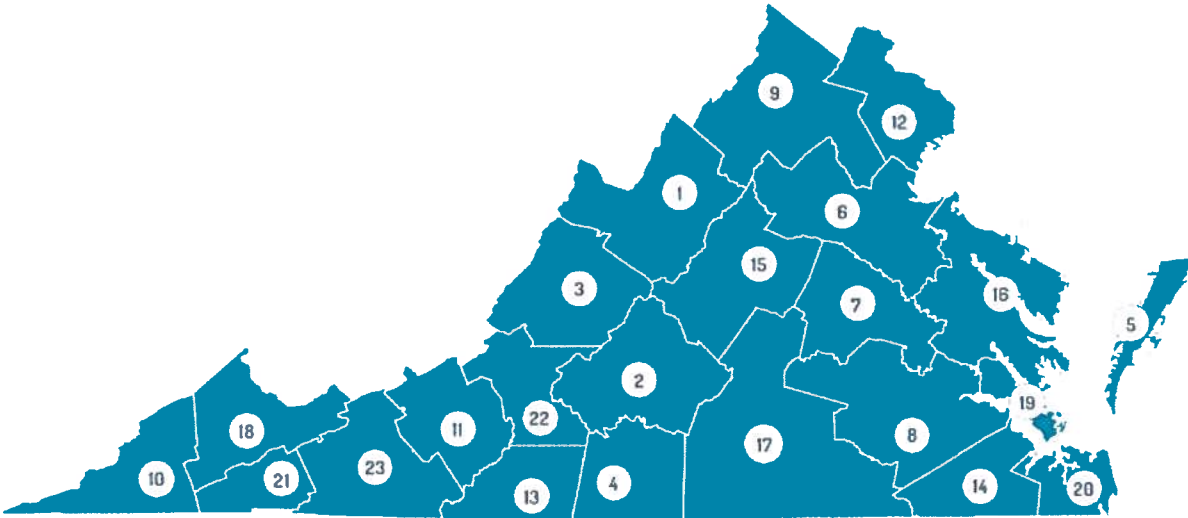
(Sum of All Rates listed, divided by the total number of positions listed, from above.)

## **ATTACHMENT 6 – VCCS Colleges/Sites to be Served**

Black square ■ indicates Contractor can service area.

- Blue Ridge Community College
- Central Virginia Community College
- Dabney S. Lancaster Community
- Danville Community College
- Eastern Shore Community College
- Germanna Community College – (2 campuses)
- J. Sargeant Reynolds Community College (3 campuses)
- John Tyler Community College (2 campuses)
- Lord Fairfax Community College (2 campuses)
- Mountain Empire Community College
- New River Community College
- Northern Virginia Community College (6 campuses)
- Patrick Henry Community College
- Paul D. Camp Community College (2 campuses)
- Piedmont Virginia Community College
- Rappahannock Community College – (2 campuses)
- Southside Virginia Community College – (2 campuses)
- Southwest Virginia Community College
- Thomas Nelson Community College (2 campuses)
- Tidewater Community College (4 campuses)
- Virginia Highlands Community College
- Virginia Western Community College
- VCCS Shared Services Center
- VCCS System Office in Richmond
- Wytheville Community College

## ATTACHMENT 7 – MAP OF VCCS LOCATIONS



1	Blue Ridge Community College	13	Patrick Henry Community College
2	Central Virginia Community College	14	Paul D. Camp Community College
3	Dabney S. Lancaster Community College	15	Piedmont Virginia Community College
4	Danville Community College	16	Rappahannock Community College
5	Eastern Shore Community College	17	Southside Virginia Community College
6	Germanna Community College	18	Southwest Virginia Community College
7	J. Sargeant Reynolds Community College	19	Thomas Nelson Community College
8	John Tyler Community College	20	Tidewater Community College
9	Lord Fairfax Community College	21	Virginia Highlands Community College
10	Mountain Empire Community College	22	Virginia Western Community College
11	New River Community College	23	Wytheville Community College
12	Northern Virginia Community College		

**Other Agencies:**  
 System Office in Richmond, VA 23236  
 Shared Services Center in Daleville, VA 24083