

The Cadet note on survey results contained in the BOV documentation.

LTC Love's presentation did not provide the BOV complete details on survey size, stratification, validity, or that that the protocols were developed, executed and analyzed in accordance with research standards (National Research Act, Belmont Report Institutional Review Board (IRB) review), etc.



BOARD OF VISITORS

DIVERSITY, EQUITY & INCLUSION COMMITTEE

FRIDAY, 28 JANUARY

1600-1700

SMITH HALL

BOARD ROOM

VIRGINIA MILITARY INSTITUTE

LEXINGTON, VIRGINIA 24450-0304

Board of Visitors

Diversity, Equity & Inclusion Committee Meeting Agenda

January 28, 2022

Update From CDO:

Inclusive Excellence Programs

I. Inclusive Excellence *Cadet* Trainings

- *Cadet Training Data*

II. Inclusive Excellence Staff Trainings

- *VMI Police (In collaboration with Lexington Police)*
- *Physical Plant*

III. Inclusive Excellence Committee

- *Review Structure*
- *Review Members*

IV. Inclusive Excellence Training

- *Online*
- *In-person*
- *Trainings & Procurement*

V. Inclusive Excellence Timeline/Updates

- *Goal #3-Education*

VI. DE&I Staff

- *Office Staffing Updates*
- *Office Location Update*
- *Office Organizational Chart*

VII. Inclusive Excellence Programming

- *Gender Inclusion Program*
- *Cultural Events*

VIII. DE&I Office Updates

- *Inclusive Excellence Data*

VIRGINIA MILITARY INSTITUTE
Lexington, Virginia
Diversity, Equity and Inclusion Committee
Friday, 10 September 2021

MINUTES

Committee Members Present:

Mrs. Lara T. Chambers '03
LTG Charles E. Dominy (Ret)
Mr. Michael L. Hamlar (Committee Chair)
Mr. Lester Johnson, Jr. '95
Mr. E. Sean Lanier '94
Mr. Scot W. Marsh '81
Mr. Damon Williams '90
LTC Jamica Love, Chief Diversity Officer
COL Kathleen Bulgar-Barnett, Professor, Modern Languages (*ex-officio*)
LTC Karen Bliss, Associate Professor, Applied Mathematics (*ex-officio*)
Cadet Whitney Edwards-Roberson '22

Other Board Members:

Mr. David L. Miller '70

Others Present:

MG Cedric T. Wins '85, Superintendent
COL Keith Kline, Professor, Psychology & Faculty Co-advisor, Promaji Club
COL Tinni Sen, Professor, Economics and Business, & Faculty Co-advisor, Promaji Club
COL Bill Wyatt, Director of Communications and Marketing
Dr. Janice Underwood, Chief Diversity, Equity and Inclusion Officer, Commonwealth of Virginia
Mr. Stephen M. Maconi, CEO, VMI Alumni Agencies
Mr. Thom Brashears, '95, Chief Operating Officer, VMI Alumni Agencies

I. Welcome & Opening Remarks

Mr. Hamlar, DEI Committee Chair, presided and called the meeting to order.

II. Approval of Meeting Minutes 24 August 2021

The Committee unanimously approved the minutes.

III. Chief Diversity Officer Update

A. Department Staffing Update

-LTC Love: 16 applicants for Deputy CDO; search committee narrowed down to 5; hoping to have some come physically on Post

-Mr. Lanier: What is timeline for Deputy CDO; Love: ASAP

-LTC Love: 26 applicants for administrative assistant; search committee just met; meet next week to narrow down

B. Inclusive Excellence Committee

-LTC Love: Many universities and colleges have this.

-LTC Love: VMI's Inclusive Excellence Committee consists of 2 classified employees, 2 teaching & research faculty, 2 professional faculty, 2 administrative faculty, and 2 cadets.

Committee charge = make recommendations to Superintendent around DEI and to make sure we are doing what we said we would do in Inclusive Excellence Plan; the committee is diverse; one spot was saved from someone from a historically underrepresented group; one spot was saved for someone well-versed in ADA

C. Parents Council Presentation—Parents Weekend

-LTC Love: She was invited to speak next month to the Parents Council; She was also recently invited to speak at a Rockbridge alumni event; they had many questions (about statues etc.)

-Mr. Lanier: the Hayes family (parents) who used to be Parents Council Presidents might be a good resource

-Mr. Maconi: LTC Love gave a great presentation to the Alumni Agencies board, and he/they would like her to speak in front of similar groups going forward

-Mr. Hamlar: Thanked the Alumni Association for their support

-Dr. Underwood (just arrived): She says it is great to be here in person

-LTC Love: Dr. Underwood is the one who will read VMI's plan

-Mr. Dominy: He is pleased with the progress so far

-Dr. Underwood: Inclusive excellence plan model is a plan that is evidence-based and used by the Association of American Colleges & Universities; scaled for all states agencies and sectors, even business; this is the framework she used at ODU and most in higher ed uses, because it is scalable; colleges are like small cities; can get record of progress and measurable outcomes

-Mr. Hamlar: Repeated introductions for Dr. Underwood

IV. BOV DEI Objectives Reporting & Measurement Structure

A. To create and foster a more diverse VMI

B. To create and foster a safe, equitable and inclusive environment for all on post

C. To assure that we maintain a safe, rigorous process for escalating issues which have even potential to violate the code

-MG Wins: These were discussed as priorities by the Board; they dovetail nicely into One Corps – One VMI: A Unifying Action Plan and the Inclusive Excellence Plan to report to Richmond

V. Input on Inclusive Excellence Plan Priorities

-LTC Love: Need to talk about priorities (space, recruitment, etc.); Access and success-- achieving and maintaining diverse and inclusive student body and staff (Goal #1); Access and Success (Goal #2) Climate and Intergroup Relations; (Goal#3) Education and Scholarship; Organizational Culture and Accountability (Goal #4); Community Engagement (Goal #5).

-LTC Love: Goal #3 is top priority. Education is foundational to a more inclusive culture.

-LTC Love: She is connecting with the local NAACP and with Lexington police; conducting diversity training for VMI police and maybe with Lexington police too.

-Mr. Hamlar: We talked about diversity training for entire board; Dr. Love is working on diversity training; today's consist of small video clips about diversity, equity, and inclusion

-MG Wins: We have already begun training, correct?

-LTC Love—We have already trained peer facilitators (cadets who will train cadets).

-Dr. Underwood: Having conversation about priorities is going to be important. The tasks under each goal are so many. She cautions to pick what we know we need to grow on and focus on that; be intentional about where we want to move the needle. Remember this is a long journey and not just a sprint; she will ask after a year how did you do on your priorities? Don't do more than you think you should do because you want to look great. Prioritize tasks for year 1, year 2, etc.; on page 6 of the Inclusive Excellence Plan is (increase enrollment) there are 7 tasks—choose which ones for this year and make a road map. These goals and tasks are not just checking a box. For tasks 1 to 7—which is your number 1 priority?

Mr. Lanier: Inquired of Dr. Underwood, "How do you guide organizations?" Just because they haven't done it doesn't mean they can't; It is one thing to be capable and another to be willing to do it.

Dr. Underwood: Great question; this is the reason for tool kit online. Her office isn't large enough or equipped to follow up with every agency. She can create templates for RFPs for hiring consultants. Suggests bringing on a consultant. Agencies and consultants are on different scales; VA state police is very large; VA Science Museum might need smaller consultant; aligning needs with outcomes, you want. Need DEI Council created to guide the work—made up of faculty, staff, cadets, etc. There should be the DEI work group that comes up with plan to guide work

-LTC Love: showed video on unconscious bias (paradigmreach.com)

-Mr. Hamlar: He and LTC Love have talked about having more interactive sessions; "not just watching tv"

-LTC Love: People need to know what unconscious bias, microaggressions, and allyship are; videos are a starting point for face-to-face

-Lanier: Who is this training for?

-LTC Love: The training shown today is for faculty and staff

-Mr. Lanier: How much training time?

-LTC Love: about 30 minutes and then follow-up a month or months later; face-to-face training will be rolled out in January; looking for who (company or individuals to do the training) can do best job for best price

-MG Wins: Is there a required number of hours for training?

-Dr. Underwood: There is a cultural competency training requirement which started July 1; required of all state employees; basic; Dr. Underwood has asked people to go beyond that; important to note: this is just initial roll out; when more funding comes through state assembly, more training will be available

-Mr. Miller: Could LTC Love take these goals and give her opinion of on what we have accomplished)?

-Mr. Hamlar: Thom Brashears/alumni agencies was generous to offer a consultant for the committee

-MG Wins: This is just the start; LTC Love has had a lot of communication across Post. Dean has infused DEI in committees across Post. Dr. Love has formed an Inclusive Excellence Committee. Chief of Staff selection pool was very diverse; pools for other positions have been more diverse; will continue to push for this; Admissions is setting goals for more diversity within student body

VI. Other Agenda Items

There being no further business to come before the Committee, the meeting adjourned.

VIRGINIA MILITARY INSTITUTE

LEXINGTON, VIRGINIA 24450-0304

Chief Diversity Officer
Phone 540-464-7789
Fax 540-464-7169

28 January 2022

MEMORANDUM

TO: VMI Board of Visitors - Diversity Equity and Inclusion Committee

FROM: LTC Jamica N. Love, Chief Diversity Officer

SUBJECT: Chief Diversity Officer Report

The following initiatives have been undertaken since 10 September 2021.

1. Review of Cadet Inclusive Excellence Trainings.
 - a. The Class of 2025 and the Class of 2022 (respectively) participated in fall semester training
 - b. Cadet training will continue through the spring semester
 - c. Training data shows positive feedback
 - d. Training aligns with Inclusive Excellence Plan goals and the B&T recommendations
2. In-Review of Staff Inclusive Excellence Staff
 - a. VMI Police (Lexington Police Dept.)
 - b. Physical Plant
 - c. Dept. of HR Management (DRHM) required training course -Road to Cultural Competence. Due 24 January 2022.
 - d. Auxiliary Services
3. Inclusive Excellence Committee
 - a. Reports to Superintendent via CDO
 - b. Mission
 - c. Taskers
 - Inclusive Excellence Plan
 - Inclusive Excellence Timeline
 - Goals-#1-5
 - Goal #3
 - Programming
 - Recommendations-Communication, Curriculum, & Cultural Competencies

4. Inclusive Excellence Post-Wide Training

- a. In-person-BOV
- b. In-person -Leadership & Staff Training & Procurement
 - Field Expert
 - Alienated Committee Review
 - Scoring/Pricing
 - Interviews
 - Decision-Senior Leadership (BG Clark)
- c. Online Assessment
 - Unconscious (Implicit) Bias - (Individual and Organizational-Bias Sync)
 - Sole-Source Procurement

5. Inclusive Excellence Plan Timeline

6. DE&I Office

- a. Staffing
- b. Location
- c. Academic Committees
- d. Office Networking/Collaboration
 - Dr. Janice Underwood-Former Chief Diversity & Inclusion Officer, Virginia Commonwealth
 - Dr. Angela Sailor- Chief Diversity, Opportunity, & Inclusion Officer, Virginia Commonwealth
 - Paula Fisher Robinson, Associate Director of Equity and Engagement, State Council of Higher Education for Virginia (SCHEV)
 - Chief DE&I Officers at Virginia Institutions of Higher Education
 - Dr. Shawn Edwards, Chief Inclusive Excellence Officer, The Citadel
 - Tamara Futrell; Dean for Diversity, Inclusion and Student Engagement, Washington and Lee University
 - Chief Angela Greene-Chief of Police, Lexington Police Department
 - Virginia Business 100 People to Meet
<https://www.virginiabusiness.com/article/100-people-to-meet-in-2022-impact-makers/>.

7. Diversity Dashboard

8. BOV DEI Principles

Jamica Nadina Love, D. Ed
Lieutenant Colonel
Chief Diversity Officer

Inclusive Excellence



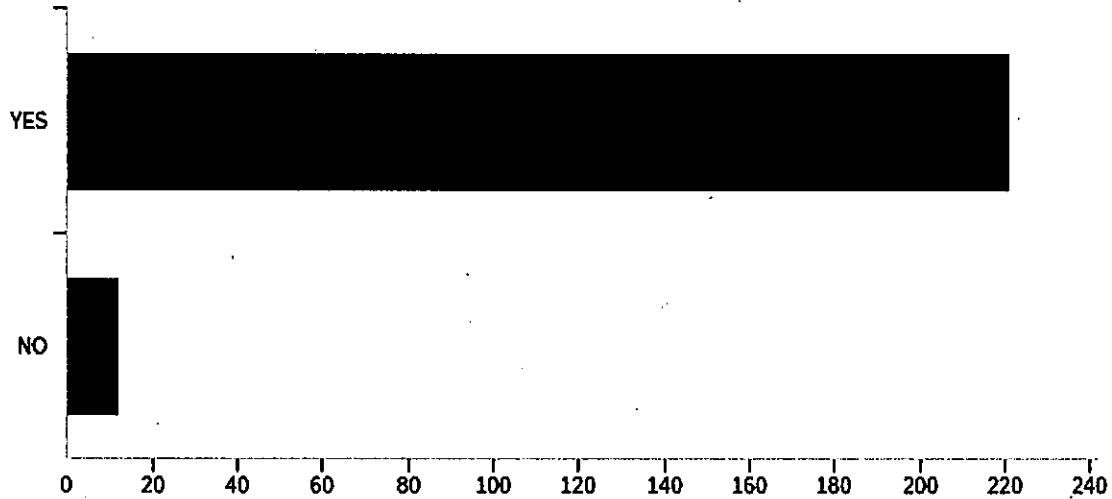
**Office of Diversity, Equity &
Inclusion**

**Virginia Military Institute
Lexington, Virginia 24450**

Cadet Inclusive Excellence Survey

Class of 2025
December 1, 2021

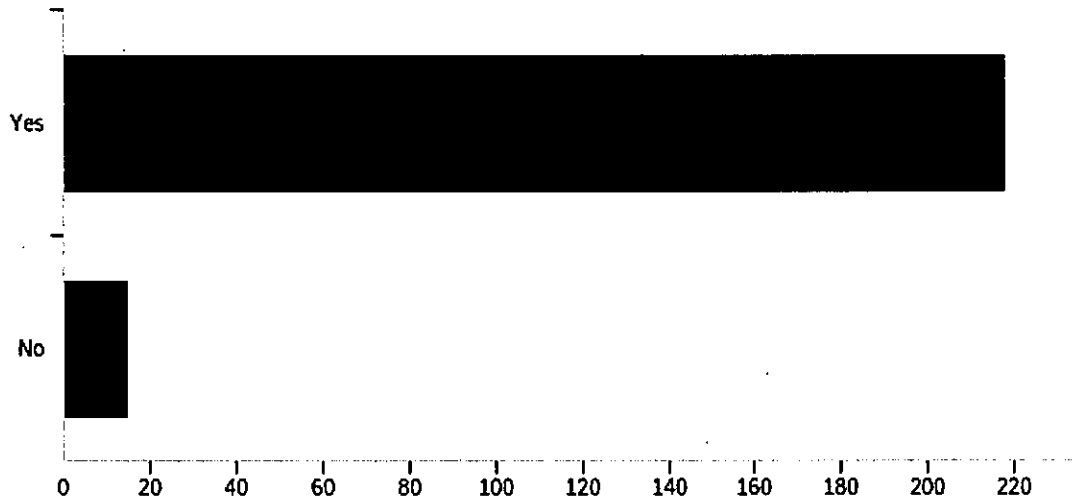
Q1 - Did the Inclusive Excellence activities initiate dialogue about inclusivity?



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	Did the Inclusive Excellence activities initiate dialogue about inclusivity?	1.00	2.00	1.05	0.22	0.05	233

#	Answer	%	Count
1	YES	94.85%	221
2	NO	5.15%	12
	Total	100%	233

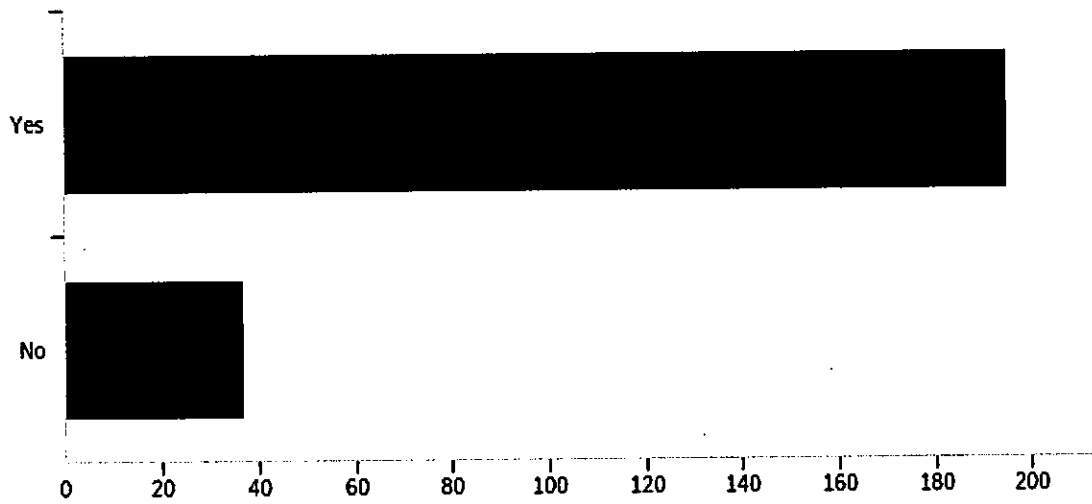
Q2 - Did the Inclusive Excellence activities provide you with an opportunity to reflect on your own self-identity?



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	Did the Inclusive Excellence activities provide you with an opportunity to reflect on your own self-identity?	1.00	2.00	1.06	0.25	0.06	233

#	Answer	%	Count
1	Yes	93.56%	218
2	No	6.44%	15
	Total	100%	233

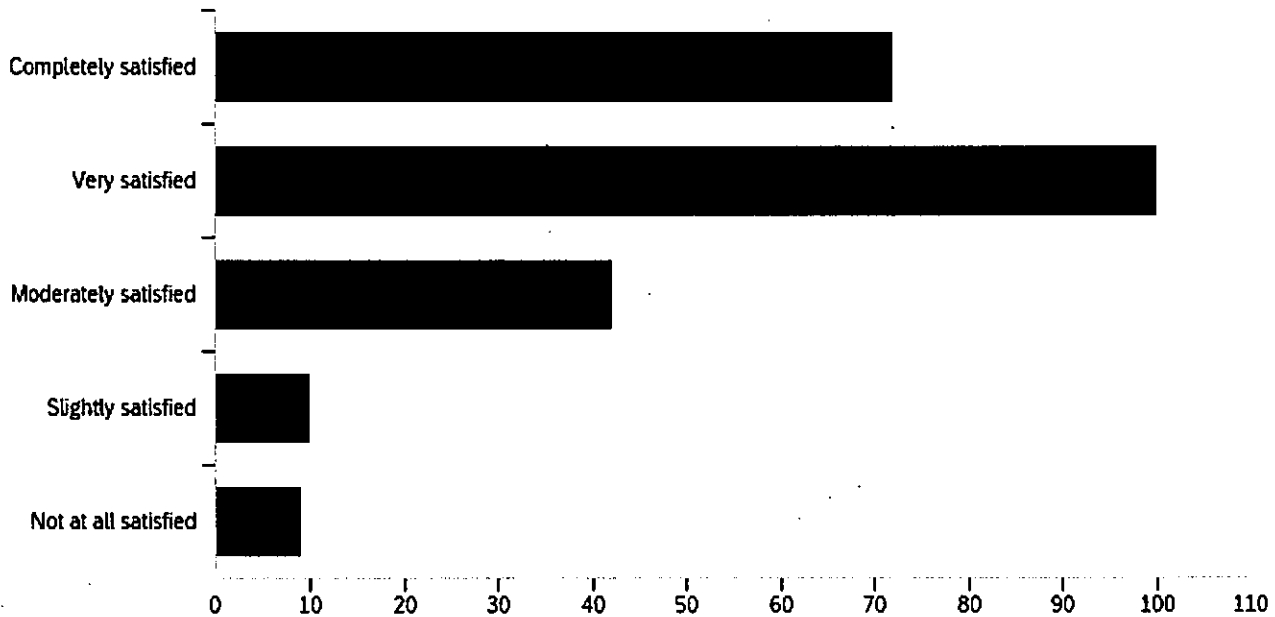
Q3 - Did the Inclusive Excellence activities provide you with an opportunity to reflect on your own cultural identity?



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	Did the Inclusive Excellence activities provide you with an opportunity to reflect on your own cultural identity?	1.00	2.00	1.16	0.37	0.13	232

#	Answer	%	Count
1	Yes	84.05%	195
2	No	15.95%	37
	Total	100%	232

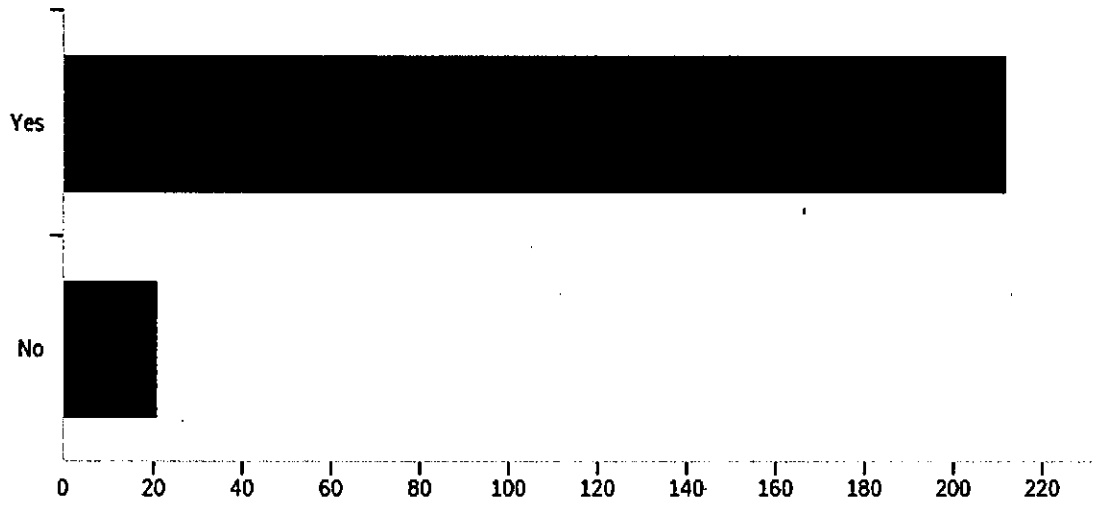
Q4 - Please rate your level of satisfaction with the Inclusive Excellence activities:



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	Please rate your level of satisfaction with the Inclusive Excellence activities:	1.00	5.00	2.07	1.00	1.00	233

#	Answer	%	Count
1	Completely satisfied	30.90%	72
2	Very satisfied	42.92%	100
3	Moderately satisfied	18.03%	42
4	Slightly satisfied	4.29%	10
5	Not at all satisfied	3.86%	9
	Total	100%	233

Q5 - Did the Inclusive Excellence activities help you connect with your peers?



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	Did the Inclusive Excellence activities help you connect with your peers?	1.00	2.00	1.09	0.29	0.08	233

#	Answer	%	Count
1	Yes	90.99%	212
2	No	9.01%	21
	Total	100%	233

Q6 - Please share what you learned from the activity?

I had a chance to reflect on myself, to get to know more about my peers, and most importantly, to pay respect to not only my BRs, but also to everyone.

The Inclusive Excellence activities allowed me to examine my own cultural identity and how people deal with sensitive topics which were brought up during the activity. The topics themselves had no intrinsic negative connotation, yet we all reacted in a specific way when exposed to them. I learnt more about myself and my BRs.

I learnt that it is important to deep conversations with my brother rats, beyond rat stories.

More about my Brother Rats than what I initially thought, as well as how to approach and interact with people with different disabilities.

I learnt that we are all very different but still have things in common with each other. I learned more about my BRs than I have in the last few months, and it has helped start conversations between us that we wouldn't have had before this.

I learnt about prejudices that I and many others may have about differently abled people as well as those struggling with life. I learned to treat everyone with equal respect and to respect and value the views of others.

I learned what an ally is

Can't remember exactly what has been learned from this activity.

That it just gives you viewpoints that you didn't know but most of them were questions that made you feel negative of the other person depending on your view.

I learnt how easy it is to treat someone a different way based on the "tags" that are placed on them, and how it can make the other person feel after being treated differently.

Brought people out of their shell.

It just divided people and made people look at each other differently and not in a good way. Just was very repetitive and corny.

This activity was way too political for a military school. Respectfully, it was not an activity that brought us together. There were some redeeming parts to it though. Some non-political questions in the "cross the line" activity were eye opening. However, most other parts of the activity just seemed to draw us apart.

It's ok to say that I am prejudiced because everyone has prejudice. The only difference is acknowledging that you have that and working to minimize it in different situations.

Inclusiveness and respect lead to healthier friendships.

I learnt that my peers are much more diverse than I had originally thought, and in much more ways than I originally thought!

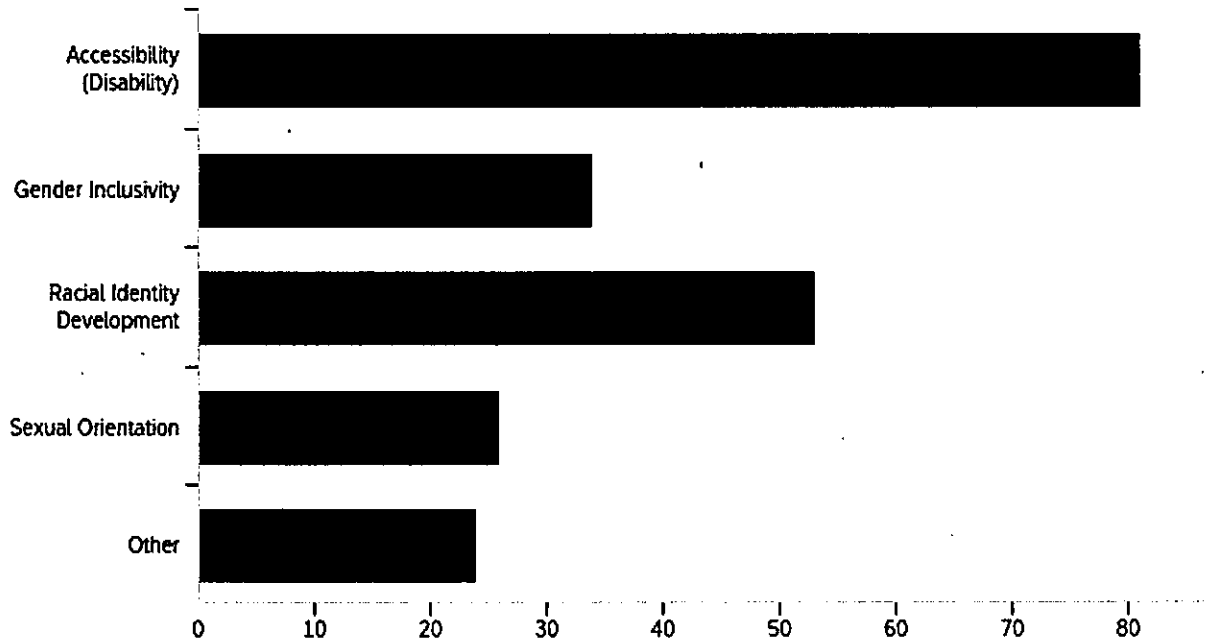
I learnt that telling some jokes may be hurtful to others because you don't know what's going on in their head. So, think before you speak.

I learnt that inclusivity at VMI needs to be looked at differently than inclusivity at my high school. At my high school, most of the people there came from the same racial and socioeconomic background, so it was easier to interact with them. With the different backgrounds at VMI, I need to make sure that I am including everyone that I can.

I found the training to be a great bonding experience with my company as it allowed me to be aware of the differences that make us who we are, as well as the shared experiences that bond us in a deeper way.

Love

Q7 - Please select one topic you would like the Inclusive Excellence program to engage in for future activities:



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	Please select one topic you would like the Inclusive Excellence program to engage in for future activities: - Selected Choice	1.00	5.00	2.44	1.37	1.89	218

#	Answer	%	Count
1	Accessibility (Disability)	37.16%	81
2	Gender Inclusivity	15.60%	34
3	Racial Identity Development	24.31%	53
4	Sexual Orientation	11.93%	26
5	Other	11.01%	24
	Total	100%	218

Q7_TEXT – Other Suggestion for future Inclusive Excellence Activities

All of these will get laughed at...

Respecting others...

I thought it covered all bases...

International culture...

Mental Health...

I do wish it asked if anyone had been victims of abuse of any kind as a way for their BRs to understand that we have been through something awful...

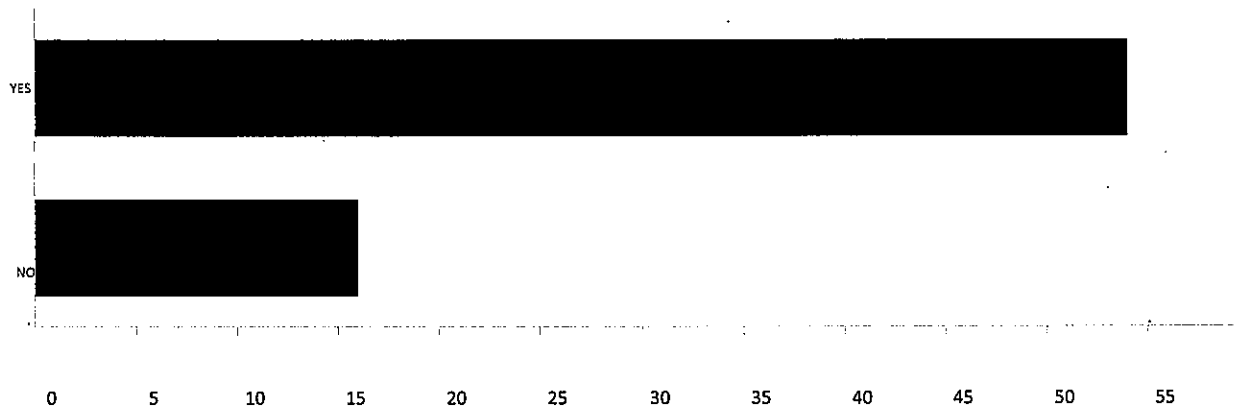
More Brother-Rat bonding...

I think we're good, the main usefulness about the activity was getting to know your BRs with the crossing the line thing. Generally, if there is anything bad like this the CEA will handle it...

Cadet Inclusive Excellence Survey

Class of 2022 Survey
December 12, 2021

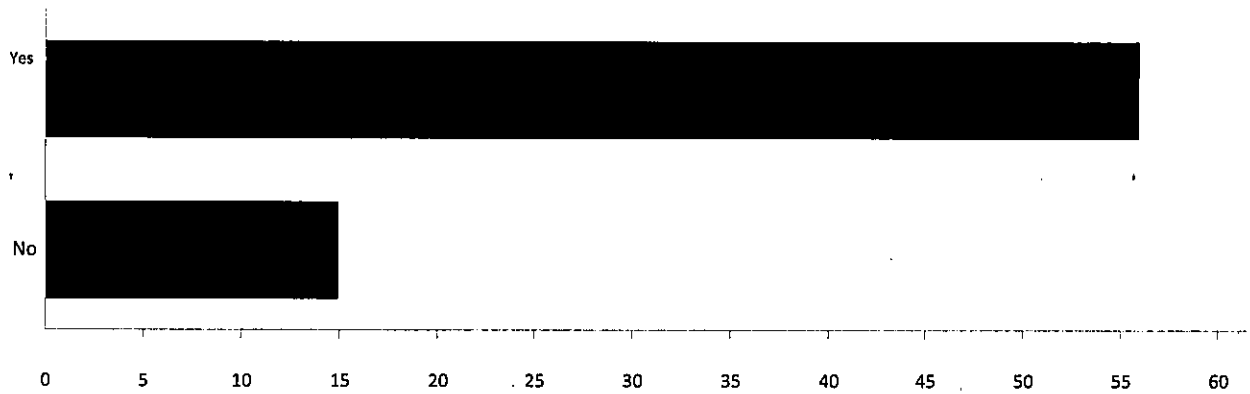
Q1 - Did the Inclusive Excellence activities initiate dialogue about inclusivity?



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	Did the Inclusive Excellence activities initiate dialogue about inclusivity?	1.00	2.00	1.23	0.42	0.18	70

#	Field	Choice Count
1	YES	77.14% 54
2	NO	22.86% 16

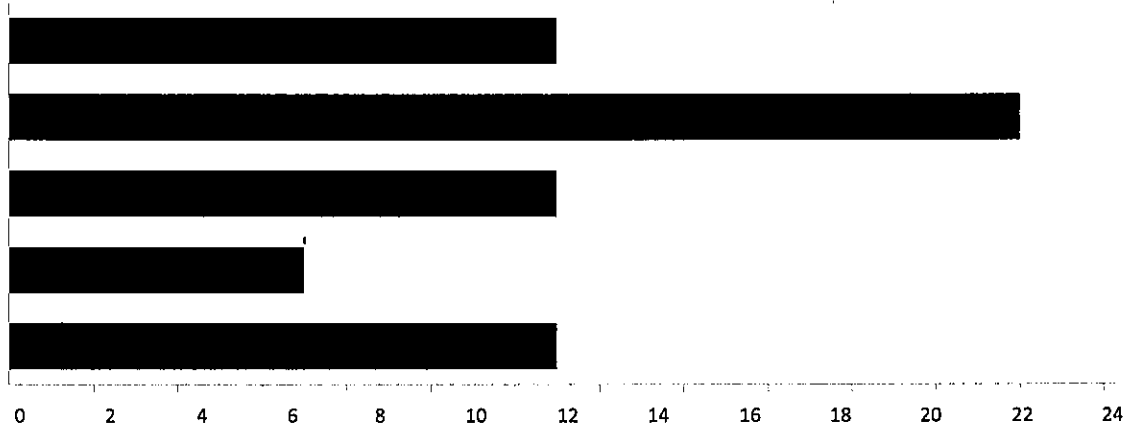
Q2 - Did the Inclusive Excellence activities provide you with an opportunity to reflect on your own self-identity?



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
	Did the Inclusive Excellence activities provide you with an opportunity to engage in difficult dialogue in a positive way?	1.00	2.00	1.21	0.41	0.17	71

#	Field	Choice	Count
1	Yes	78.87%	56
2	No	21.13%	15

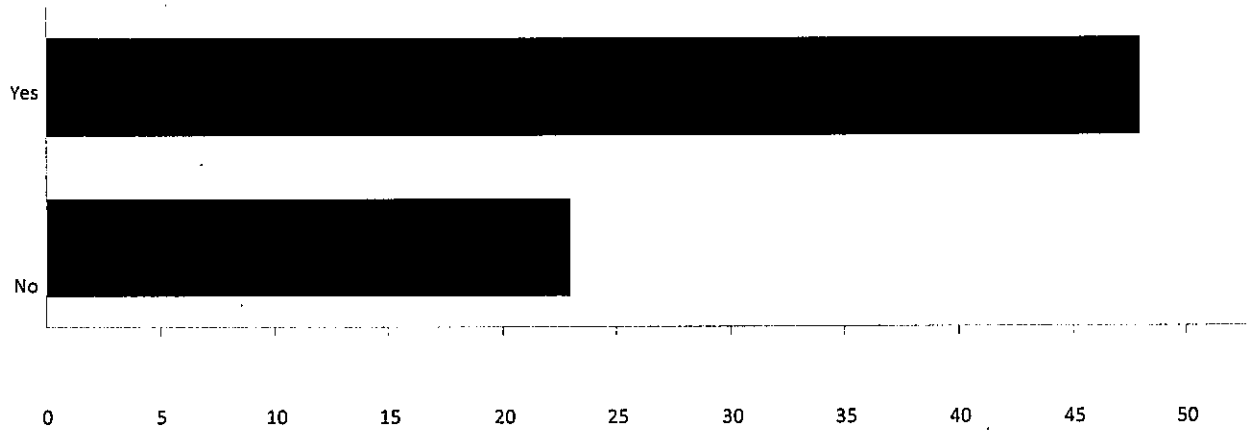
Q3 - Please rate your level of satisfaction with the Inclusive Excellence activities:



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
	Please rate your level of satisfaction with the Inclusive Excellence activities:	1.00	5.00	2.76	1.37	1.87	70

#	Field	Choice Count
1	Completely satisfied	18.57% 13
2	Very satisfied	34.29% 24
3	Moderately satisfied	18.57% 13
4	Slightly satisfied	10.00% 7
5	Not at all satisfied	18.57% 13
		70

Q4 - Did the Inclusive Excellence activities help you connect with your peers?



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
	Did the Inclusive Excellence activities help you connect with your peers?	1.00	2.00	1.32	0.47	0.22	71

#	Field	Choice Count
1	Yes	67.61% 48
2	No	32.39% 23

Q5 - Please share what you learned from the activity?

Please share what you learned from the activity?

I learned that I could be in the opposite corner from someone, but it was surprisingly easy to find common ground. I learned different perspectives on what I thought may have been black/white issues, and that there is a lot grayer area than I thought. I learned to not stick to my guns when I did not want to, and to not be ashamed if I changed perspectives but enlightened.

Some people have very different views about things I thought we agreed on.

I think it was good because it showed me to think about how others might view a situation, but it also allowed me to change my opinions on some things.

Nothing

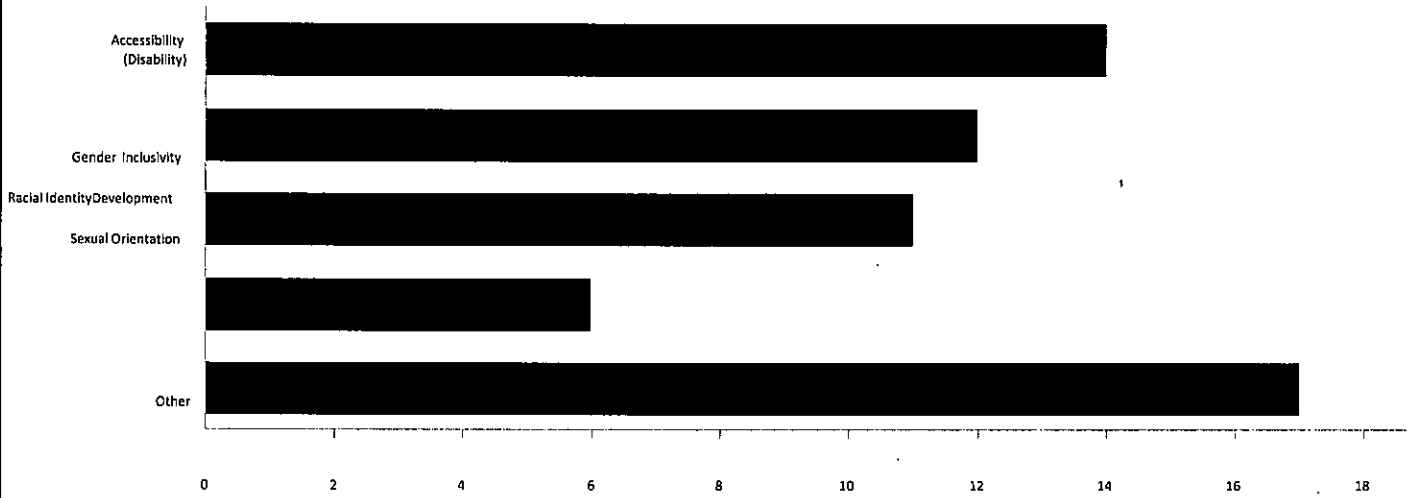
Nothing the questions were too broad and vague.

I thought it was good at engaging us in conversations we wouldn't have otherwise

That there isn't an issue with racism or exclusion at VMI. All this "training" did was show that on issues that are important (like racism) we all agree on the same things. On less important matters, like those of personal importance this "training" showed that we can have productive conversations about it by ourselves and don't need to be babysat by an 'Inclusive Excellence Cadet Facilitator'.

Cadet [REDACTED] was laughing at some of the questions he was asking the group which did not create an inclusive atmosphere for the group

Q6 - Please select one topic you would like the Inclusive Excellence program to engage in for future activities:



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	Please select one topic you would like the Inclusive Excellence program to engage in for future activities: - Selected Choice	1.00	5.00	3.00	1.54	2.37	60

#	Field	Choice Count
1	Accessibility (Disability)	23.33% 14
2	Gender Inclusivity	20.00% 12
3	Racial Identity Development	18.33% 11
4	Sexual Orientation	10.00% 6
5	Other	28.33% 17
		60

Q6_TEXT – Other suggestions for future Inclusive Excellence Activities

none whatsoever

Religious inclusivity Dr. love doesn't focus on that she only focuses on gender and race

Mental health

Economic inequality

Religion

none

General Love for one's neighbor

We should work on talking about how black people can be racist

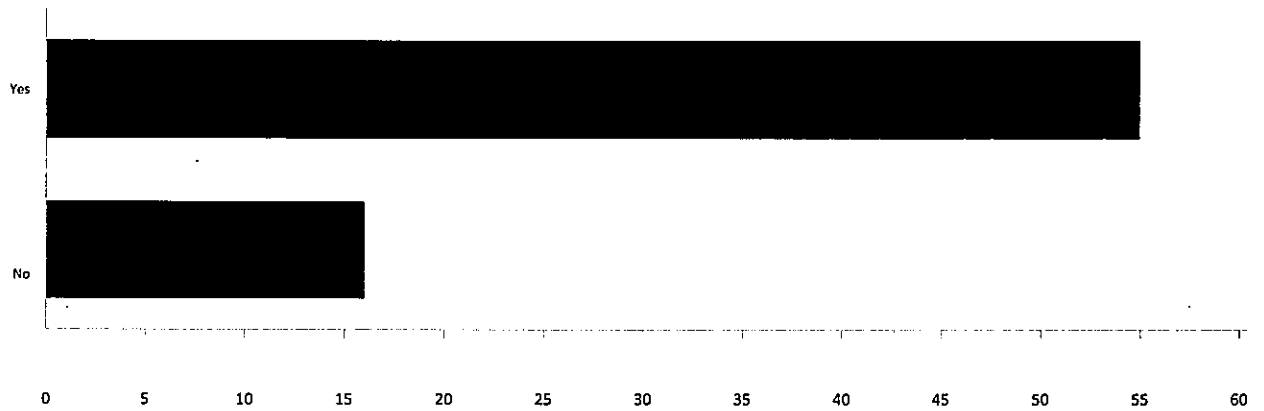
N/A

N/A

None of it

none

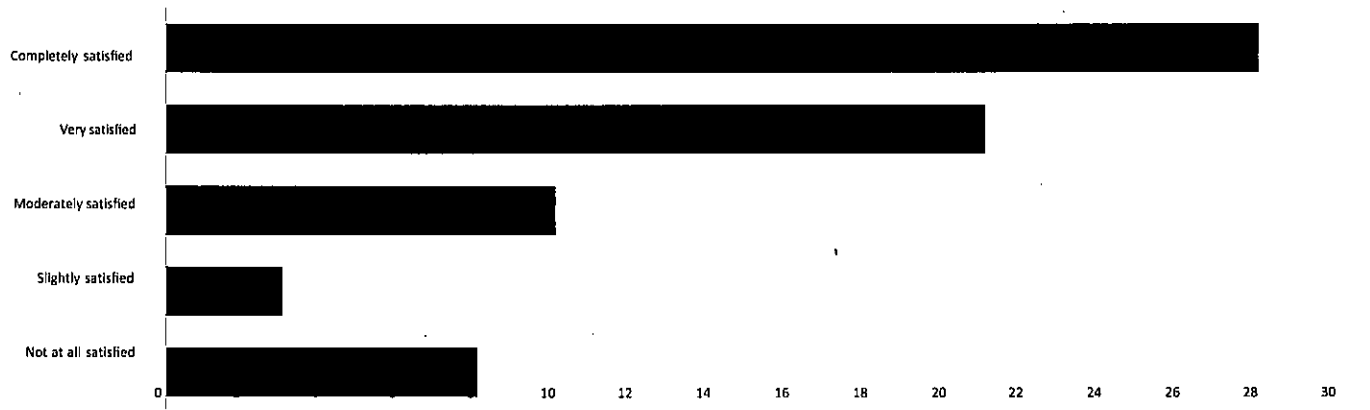
Q7 - Did the Inclusive Excellence activities provide you with an opportunity to reflect on your personal belief system?



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	Did the Inclusive Excellence activities provide you with an opportunity to reflect on your personal belief systems?	1.00	2.00	1.23	0.42	0.17	71

#	Field	Choice Count
1	Yes	77.46% 55
2	No	22.54% 16
		71

Q9 - Please rate your level of satisfaction with the Inclusive Excellence Cadet Facilitator



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	Please rate your level of satisfaction with the Inclusive Excellence Cadet Facilitator:	1.00	5.00	2.17	1.31	1.71	70

#	Field	Choice Count
1	Completely satisfied	40.00% 28
2	Very satisfied	30.00% 21
3	Moderately satisfied	14.29% 10
4	Slightly satisfied	4.29% 3
5	Not at all satisfied	11.43% 8
		70

End of Report

Inclusive Excellence



Office of Diversity, Equity & Inclusion

Virginia Military Institute

Lexington, Virginia 24450



VMI & Lexington City Police Officer Training

Evaluation - Inclusive Community Police Training 2021

Office of Diversity, Equity & Inclusion

Was the Training Interactive Enough?		
Answer Choices		
		Total
Yes	100%	22
No	0%	0
Not Sure	0%	0
		22

Total Surveyed	22
Yes	22
No	0
Not sure	0

Total Surveyed	22
Excellent	18
Good	4
Fair	0

Did the Multimedia make it easier to understand the Topic?		
Answer Choices		
		Total
Yes	68%	15
No	0%	0
Not Sure	0%	0
		22

How would you Rate the Overall Training		
Answer Choices		
		Total
Excellent	82%	18
Good	18%	4
Fair	0%	0
Poor	0%	0
		22

VMi Inclusive Excellence



Office of Diversity, Equity & Inclusion

Virginia Military Institute

Lexington, Virginia 24450

Inclusive Excellence Committee

Mission

Virginia Military Institute (VMI) strives to explore, enhance, and respond to the diverse experience of cadets, staff, and faculty on the post.

We will support creating an inclusive, equitable, culturally competent, and supportive atmosphere by engaging individuals across post on matters of DE&I and Inclusive Excellence and making recommendations to the Superintendent via the Chief Diversity Officer.

Purpose

The Inclusive Excellence Committee will guide and hold the Institute accountable for integrating the Inclusive Excellence-One Virginia Plan in all aspects of VMI.

Definitions

Diversity: Understanding the uniqueness of each person based on a collection of human attributes, cultures, traditions, learning styles, etc. As an institution of higher education with a military foundation, we also adopt the definition of diversity from the Military Leadership Diversity Commission- Diversity is recognizing, appreciating, respecting, and utilizing various human attributes. Diversity creates performance advantages through the cooperation of diverse ideas. The following are the most common individual differences referenced when assessing diversity; Age, Ethnicity, Gender/Gender Identity, Physical Ability, Race, Religion/Spiritual Beliefs, Sexual Orientation, and Socio-Economic Status.

Equity refers to fairness and justice and is different from equality: Whereas equality means providing the same to all, equity means recognizing that we do not all start from the same place and must acknowledge and adjust to address historical and existing discrimination. Inequities happen when unfair or biased practices, policies, or situations contribute to a lack of equality, and equity must permeate all practices, policies, and procedures for every constituent.

Inclusion: Inclusion means valuing all members of a community. Inclusion is manifested by bringing traditionally excluded individuals and groups into activities, policies, and decision-making processes in a fashion that shares power, privilege, and affirms one's culture. The result of inclusion is an institution that promotes belonging and values the knowledge of all people.

Cultural Competence: Cultural Competence is how institutions and organizations can ethically and effectively participate in affirming the values of worth and preserving individuals' dignity. Cultural competence requires an understanding of one's own cultural values and worldview.

Committee Members

The committee will have an average of 10 members including, but not limited to teaching and research faculty, professional faculty, administrative faculty, classified staff, and cadets.



Inclusive Excellence Committee Members

Member Name	Position at VMI
Alyssa Astphan	Assistant Director, Auxiliary Services
Gary Bissell	Deputy Chief of Staff & Operations
Warren Dabney	Cadet, VMI Class of 2022
Fatoumata Diallo	Cadet, VMI Class of 2023
Di Han	Institutional Research Analyst, Office of Assessment and Institutional Research
Brenda Hartless	Staff, Tailor Shop, Auxiliary Services
Jamica Love, co-chair	Chief Diversity Officer
Sarah Jones	Director, Cadet Counseling
Howard Sanborn	Professor, International Studies
Tinni Sen	Professor, Economics and Business
David Sigler	Director, Financial Aid
Danielle Tolley, co-chair	Customer Services Coordinator, Physical Plan

Inclusive Excellence Training

Slide 1



Board of Visitors Diversity/Equity/Inclusion Workshop

January 28, 2022 / 12:45 – 2:45 pm

Joe Steele and Vincent Johnson

jsteele@visions-inc.org & vjlm@visions-inc.org

VISIONS  **inc.**

Taking Diversity and Inclusion to the Next Level

Welcome and Introductions

Share the following:

- The name that you preferred to be called?
- Your current affiliation(s) with VMI?
- How long you have been on the VMI Board of Visitors and where do you currently live?

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Introductions

Share the following in pairs:

- A success you have had in the Diversity, Equity & Inclusion domain recently @ VMI.
- An intention that you have for today with regards to your own professional skill development as a member of the BOV.
- Share something you like about your own diverse cultural background; share something challenging about your own diverse cultural background

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Goals

Virginia Military Institute Board of Visitors Workshop

- 1. Provide a common foundation and practical tools for assessing Diversity, Equity & Inclusion initiatives at the Virginia Military Institute.**
- 2. Share updates and perform a gap analysis vs. the VMI Inclusive Excellence “One Virginia Strategic Plan” issued August 1, 2021.**
- 3. Initiate Action Planning re: the Virginia Military Institute using the Four Levels of Analysis and Change.**

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Agenda
Virginia Military Institute
Board of Visitors Workshop

- Welcome and Introductions
- Goals and Agenda
- Guidelines for Effective Cross-Cultural Dialogue
- VMI Inclusive Excellence “One Virginia Strategic Plan” gap analysis
- Four Levels of Analysis & Change Action Planning
- Closure and Evaluation

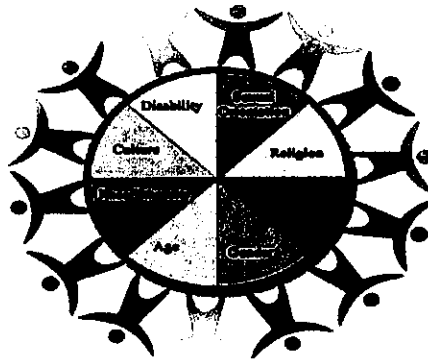
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Diversity

Understanding the uniqueness of each person based on a collection of human attributes, cultures, traditions, learning styles, etc. As an institution of higher education with a military foundation we also adopt the definition of diversity from the Military Leadership Diversity Commission:

Diversity is recognizing, appreciating, respecting, and utilizing various human attributes. Diversity creates performance advantages through the synergy of diverse ideas. The following are the most common individual differences referenced when assessing diversity:

- Age,
- Ethnicity,
- Gender / Gender Identity,
- Physical Ability,
- Race,
- Religion / Spiritual Beliefs,
- Sexual Orientation,
- Socio-Economic Status



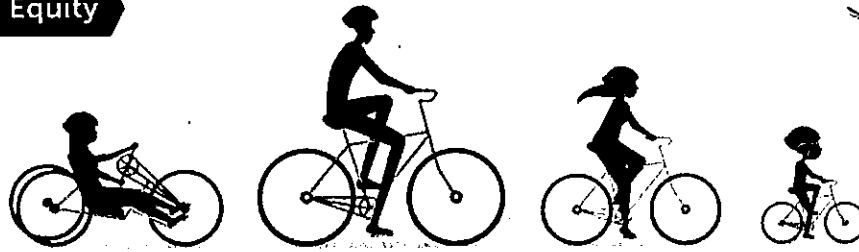
Equity

Equity refers to fairness and justice and is distinguished from equality: Whereas equality means providing the same to all, equity means recognizing that we do not all start from the same place and must acknowledge and make adjustments to address historical and existing discrimination. Inequities happen when unfair or biased practices, policies, or situations contribute to a lack of equality. Equity must permeate all practices, policies, and procedures for every constituent.

Equality



Equity



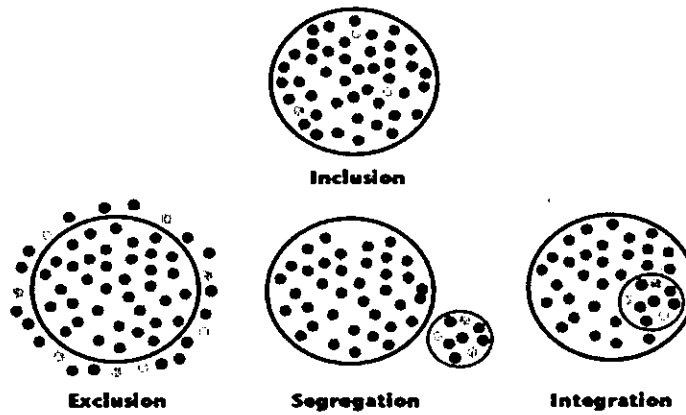
Inclusion

Inclusion means valuing all members of a community. Inclusion is manifested by bringing traditionally excluded individuals and groups into activities, policies and decision-making processes in a fashion that shares power, privilege, and affirms one's culture. The result of inclusion is an institution that promotes belonging and values knowledge of all people.

(VMI Inclusive Excellence Plan, page 4)

.....and it represents the end result of recognizing, understanding, appreciating, and leveraging differences at the personal, interpersonal, institutional and cultural levels. It invites an on-going and organization-wide willingness to learn how to create and sustain an inclusive environment.

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Guidelines For Effective Cross-Cultural Dialogue

- ◆ ***"Try on"***
- ◆ ***It's okay to disagree***
- ◆ ***It is not okay to blame, shame, or attack, self or others***
- ◆ ***Practice "self-focus"***
- ◆ ***Practice "both / and" thinking***
- ◆ ***Notice both process and content***
- ◆ ***Be aware of intent and impact***
- ◆ ***We will both "Step up" and "Step Back"***
- ◆ ***Confidentiality***

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Guidelines For Effective Cross-Cultural Communications

Try On

Consider another's thoughts, feelings or actions in order to understand why they think, feel or behave differently from you.

It's Okay to Disagree

Recognize that disagreement is essential to driving innovation and producing better outcomes. Disagree without being disagreeable.

It's Not Okay to Blame, Shame, or Attack Yourself or Others

Avoid actions towards self or others that harm, create unhealthy competition or shut down engagement.

Practice Self-Focus

Reflect on why you react or feel a certain way in response to someone else's actions. Notice your own thoughts, feelings and needs in order to interact effectively with others. Communicate using "I" statements.

Practice Both / And Thinking

Manage multiple perspectives, ideas and solutions by using "and" rather than "but." Increase collaboration over competition to improve problem solving and innovation.

Notice Both Interpersonal

Process and Content

Process is how we engage with others, content is the work we do. Remain mindful of team or interpersonal dynamics in the course of doing your work and pursuing your goals.

Be Aware of Intent and Impact

Assume positive intent. What you say or do (or what is said or done to you) has meaning beyond the words and the actions. Words and actions can cause unintentional offense (outside of one's awareness).

Step Up / Step Back

Include all voices. If you tend to speak often, make room for other voices and invite others in; if you tend to speak less, practice stepping up to participate more fully.

Be Trustworthy / Maintain Confidentiality

Follow through on commitments. Be honest and transparent. What's shared here, stays here; what's learned here can leave here.

Guidelines Small Group Activity (in triads)

- **Share one guideline that comes easiest for you in a diversity/equity/inclusion situation.**
- **Share one guideline that is most challenging in a diversity/equity/inclusion situation.**
- **Share one guideline you are willing to role model and practice for the next month as a member of the VMI BOV.**

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Multicultural Process of Change

At four levels

Monoculturalism

Rejection of differences and belief in the superiority of the dominant group at the four levels:

- Personal
- Interpersonal
- Institutional / Structural
- Cultural

Oppression

"Melting Pot"
Scarcity
Assimilation
Exclusion

Recognize, understand, appreciate and utilize differences

Address impact of and transform power differentials

Co-create fair and equitable access to resources

Social, Economic, and Environmental Justice

Pluralism

Sustained commitment to transforming relationships, systems and outcomes while valuing and honoring differences at the four levels:

- Personal
- Interpersonal
- Institutional / Structural
- Cultural

Liberation

"Salad Bowl / Fruit Salad"
Abundance
Pluralism
Inclusion



VMI Inclusive Excellence – “One Virginia Strategic Plan” Gap Analysis

Goal 1: Access & Success – Achieve and maintain a more diverse & inclusive student body, faculty, staff and administration.

- ✓ **Objective 1: Achieve increased student enrollment from historically underrepresented and underserved populations.**
- ✓ **Objective 2: Increase retention and academic success of historically underrepresented and underserved undergraduate students.**
- ✓ **Objective 3: Recruit and retain a diverse faculty and staff.**

Goal 2: Climate & Intergroup Relations – Create and sustain an organizational environment that affirms and respects diversity and employs inclusive practices throughout its daily operations.

- ✓ **Objective 1: Create and maintain a climate that acknowledges and celebrates diversity and employs inclusive practices throughout its daily operations, aligned with VMI’s vision, mission and values.**

VMI Inclusive Excellence – “One Virginia Strategic Plan” Gap Analysis

Goal 3: Education & Scholarship – Engage students, faculty, staff, alumni, and the community in learning varied perspectives of domestic and international diversity, equity, inclusion, and social justice. Create and sustain an organizational environment that affirms and respects diversity and employs inclusive practices throughout its daily operations.

- ✓ **Objective 1: Offer courses, curricula, art / artistic events, and learning opportunities at the undergraduate level that achieve DE&I learning goals.**
- ✓ **Objective 2: Increase the cultural competencies of faculty and staff.**

VMI Inclusive Excellence – “One Virginia Strategic Plan” Gap Analysis

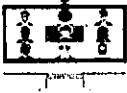
Goal 4: Organizational Culture & Accountability – Create and sustain an institutional infrastructure that effectively supports progress and accountability in achieving DE&I goals.

- ✓ **Objective 1: Develop a robust, empowered infrastructure to address longstanding institutional challenges and sustain the journey toward Inclusive Excellence.**
- ✓ **Objective 2: Create a culture of evaluation and continuous improvement for administrators and senior leaders.**
- ✓ **Objective 3: Sustain and increase institute-wide efforts designed to amplify potential secure gifts, grants, and opportunities to advance the DEI goals to the Inclusive Excellence framework.**

Goal 5: Community Engagement – Leverage institutional philanthropy and community partnerships to create collective impact with other community organizations.

- ✓ **Objective 1: Evaluate and expand community engagement and partnerships to create collective impact with other community organizations.**

VMI Inclusive Excellence – “One Virginia Strategic Plan” Gap Analysis Activity



Small group activity

● 10 min



Reflect & Debrief

● 10 min

Share

- For your assigned goal and objectives, identify current successes and challenges to-date.
- Regarding your assigned goal and objectives, identify clarifying questions for which you seek answers.

Debrief (large group)

Reflect and answer:

- What did you learn from sharing and listening?
- Were there any surprises or “a-ha moments”

Types of Oppression	Variable	Historically-Included Groups	Historically-Excluded Groups
Racism	Race/Color/Ethnicity	White	People of Color (African, Asian, Latino/a Descent; Native American)
Sexism	Biological sex	Men	Women/Intersex
Cissexism	Gender Identity/Expression	Cisgender People; Gender binary appearance and behaviors	Transgender; Gender non-conforming; Gender Queer; Androgynous
Classism	Socio-Economic Class	Middle/Upper Class	Poor/Working Class
Elitism	Education Level Place in Hierarchy	More Formally Educated Managers, Exempt, Faculty	Less Formally Educated Clerical, Non-Exempt, Students
Religious Oppression Anti-Semitism	Religion	Protestants Christians (other than Catholics)	Catholics Muslim, Hindu, Atheist, LDS... Jews
Militarism	Military Status	WW I&II, Korean, Gulf War Veterans	Vietnam, Iraq, Afghan Conflict Vets Pacifists
Ageism Adultism	Age	Young Adults Adults	Elders (40+ yrs. old) Children/Young People
Heterosexism	Sexual Orientation	Heterosexual People	Gay, Lesbian, Bisexual, Queer, Pansexual, Questioning People
Ableism	Physical, Mental, Emotional, Learning Ability //Difference Weight	Currently Able-Bodied Average Weight	Physically, Mentally, Emotionally, Learning, Size Challenged Overweight//Obese
Xenophobia	Immigrant Status	US Born	Immigrant
Linguistic Oppression	Language	English	English as a Second Language, Primary Languages Other Than English

Historically-Included Identities Activity

Of which historically-included groups are you or have you been a member?

Check all that apply:

- White / Caucasian
- Middle / Upper Class
- Formally Educated
- Manager, Exempt, Faculty
- Men
- Cisgender-Congruent with Gender Binary System
- Heterosexuals
- Christians / Protestant
- WW I & II, Korean, Gulf War
- Young Adults, Adults
- Currently "able-bodied"
- U. S. born
- People with English as a first / dominant language

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- What are some strengths that come from your experiences as a member of one of the groups you circled? Write down the words that come to mind to describe these strengths.



- Now, think about a time you were treated as "better than" because of your membership in one of the groups you've circled. Write down the words that come to mind to describe being treated as "better than".



- OR, a time when you found yourself treating a person in a target group as "less than" (may have been intentional or unintentional, conscious or unconscious).

Historically-Excluded Identities Activity

Of which historically-excluded groups are you or have you been a member?

Check all that apply:

- People of Color
- Poor / Working Class
- Informally Educated
- Clerical, Non-exempt, Student
- Women, Intersex
- Transgender, Gender Non-conforming, Gender Queer, Androgynous
- Gay, Lesbian, Bisexual, Pansexual, Asexual, Queer, Questioning
- Muslim, Jewish, Catholic, Agnostic, Hindu, Atheist, Buddhist, Spiritual, LDS, Jehovah's Witness, Pagan / Others
- Vietnam / Iraq / Afghan Conflict Veterans; Pacifists
- Elders, Children
- People with disabilities
- Obese / Overweight
- Immigrant
- People with English as a second language, deaf people

➤ What are some strengths that come from your experience(s) as a member of one of the groups you circled? Write down the words that come to mind to describe these strengths.



➤ Now, think about a time you were treated as "less than" because of your membership in one of the groups you circled. Write down the words that come to mind to describe being treated as "less than".

Historically-Included & Historically-Excluded Identities Activity



Small group activity



10 min

Share

- In pairs, you will each have 5 minutes to share your responses.
- Consider setting a timer on your phone so each of you will get equal time to share.



Reflect & Debrief



5 min

Debrief (large group)

Reflect and answer:

- What did you learn from sharing or listening?
- How does this relate to your VMI BOV interactions?

Three Dimensions of Change

Individual and Organizational

What: Concept
Why: Linkage
How: Strategies



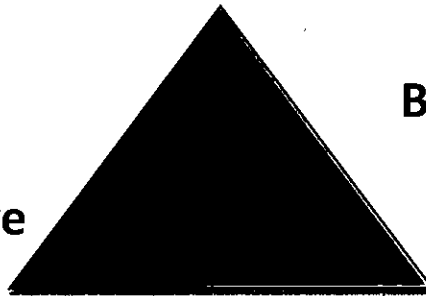
Cognitive

"Minds"



Affective

Feelings
Experience
Process
Environment
"Hearts"



Behavioral

Expectations
Actions
Results
"Hands"



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Four Levels of Analysis and Change

Personal

- ◆ Values
- ◆ Beliefs
- ◆ Feelings
- ◆ Attitudes
- ◆ Opinions

Institutional

- ◆ Policies
- ◆ Practices
- ◆ Rules
- ◆ Procedures
- ◆ Systems

Interpersonal

- ◆ Treatment
- ◆ Relationships
- ◆ Behaviors
- ◆ Communications

Cultural

- | | |
|-------------------|---------------------|
| ◆ Worldview | ◆ Media |
| ◆ Stories | ◆ Public Opinion |
| ◆ Norms | ◆ Group Dynamics |
| ◆ Shared Values | ◆ Symbols / Rituals |
| ◆ Unwritten Rules | ◆ Heroes / Heroines |

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Four Levels of Analysis & Change Strategies

Personal and organizational problem-solving at the personal, interpersonal, institutional, and cultural levels is required to generate options for sustainable, effective and ongoing multicultural structures and processes.

Personal
Identify and solve individual problems
Learn and apply individual skills
Practice

Interpersonal
Identify and solve problems
Learn and apply interpersonal skills
Education and training

Institutional
Identify and solve organizational problems
Learn and apply organizational skills
Education and training

Cultural
Identify and solve societal problems
Learn and apply societal skills
Education and training

Four Levels of Analysis & Change Activity

1. **Based upon what you know, discuss "what's working" (for your assigned level) to eliminate the indicated 'isms that are experienced by faculty, staff & cadets at VMI.**
2. **Discuss "ongoing challenges" (for your assigned level) which prevent the elimination of the indicated 'isms for faculty, staff & cadets at VMI.**
3. **Identify actions (on the worksheet itself) which can be taken (for your assigned level) which could help eliminate issues, problems, impediments which prevent the development of a culture of inclusion and belonging (the feeling of being valued and accepted for who you are) at VMI.**

Personal - attitudes, beliefs and feelings.

Interpersonal - actions, behaviors and practices.

Institutional - rules, policies, practices, processes.

Cultural - unwritten rules, norms, stories, icons, heroes / heroines, what is considered right & beautiful.

Consider the following "isms":

Racism / Sexism / Heterosexism / Classism / Elitism / Ableism / Ageism

- **We will share highlights in the big group afterwards...**

Virginia Military Institute Board of Visitors Action Planning Work Sheet

DEI PROBLEM / ISSUE	SUCCESS OBJECTIVE	STRATEGIES RECOMMENDED	ACTION STEPS
1.			
2.			
3.			

MEASURES / METRICS	LEVELS IMPACTED	INCLUDED & EXCLUDED GROUPS	WHO WILL DO WHAT & BY WHEN?
1.			
2.			
3.			

Four Levels of Analysis & Change Activity



Small group activity

● 10 min

Share (small group by level)

- Discuss your responses.
- Ensure you hear from all others in your group.
- Identify actions that you can take in your sphere of influence & control to support the VMI Inclusive Excellence Strategic Plan.



Reflect & Debrief

● 5 min

Debrief (large group)

- Highlights from your VMI BOV Action Planning Worksheet with emphasis on:
 - key common themes;
 - universal challenges;
 - surprises;
 - and pertinent next steps.

Closure Process

- ◆ *Appreciations for Process (How We Did What We Did) & Content (the Information Shared)*
- ◆ *Regrets for Process & Content*
- ◆ *Learnings and / or Re-learnings*

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Evaluation

- ◆ Please complete and return the evaluation form regarding today's VMI Board of Visitors Workshop session.

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Board of Visitors Workshop

January 28, 2022 / 12:45 – 2:45 p.m.

Joe Steele and Vincent Johnson

jsteele@visions-inc.org & vjlm@visions-inc.org



Taking Diversity and Inclusion to the Next Level

Virginia Military Institute Board of Visitors Action Planning Work Sheet

MEASURES / METRICS	LEVELS IMPACTED	INCLUDED & EXCLUDED GROUPS	WHO WILL DO WHAT & BY WHEN?
1.			
2.			
3.			

DEI PROBLEM / ISSUE	SUCCESS OBJECTIVE	STRATEGIES RECOMMENDED	ACTION STEPS
1.			
2.			
3.			



REQUEST FOR PROPOSALS
PROJECT #V211-22-054

Diversity, Equity, and Inclusion (DEI) Consultation and Training

30 November 2021

VIRGINIA ASSOCIATION
OF STATE COLLEGE &
UNIVERSITY PURCHASING
PROFESSIONALS

VASCUPP

REQUEST FOR PROPOSALS

Issue Date: 30 November 2021

RFP# V211-22-054

Title: Diversity, Equity, and Inclusion (DEI) Consultation and Training

Pre-Proposal

Conference Date: There will be no pre-proposal conference

Due Date: 14 December 2021 at 2:00 PM EST

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

Period of Contract: Date of Award through 30 June 2023 (Annually Renewable Thereafter for four (4) successive one-year renewals.

IDENTIFICATION OF BID ENVELOPE: The signed price list should be returned in a separate envelope or package, sealed and identified as instructed in Section IX, paragraph H. The envelope should be addressed as directed in the heading of this Page of the solicitation. No other correspondence or other bids should be placed in the envelope.

PRE-PROPOSAL CONFERENCE: There is NO PRE-PROPOSAL CONFERENCE.

All Inquiries for Information Should Be Directed To: MAJ Lynn W. Carmack, VMI Procurement Services at carmacklw@vmi.edu. Use of the Understanding of Requirement Form (Attachment A) must be submitted for questions concerning specifications or statement of needs.

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 Proposal 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: () _____

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith based organizations may request that the issuing agency not include subparagraph 1.f in General Terms and Condition C. Such a request shall be made in writing and explain why an exception should be made in that invitation to bid or request for proposal.

REQUEST FOR PROPOSAL

Diversity, Equity, and Inclusion (DEI) Consultation and Training
V211-22-054

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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

Attachment F: Small Business Subcontracting Plan

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide Diversity, Equity, and Inclusion Training and Consulting Services for Virginia Military Institute. The initial contract will be from date of award until 30 June 2023, with four (4) optional one-year renewals.

II. BACKGROUND

VMI seeks to intentionally strengthen its commitment and work around DEI to aid the institute in achieving its Inclusive Excellence Plan goals and objectives. VMI understands that these extraordinary times require intentionality and awareness bias.

General:

1. Institute DEI activities are foundational to achieving inclusive excellence
2. The Institute has 750 employees active on the payroll system, which are paid semi-monthly.
3. Approximately 1,600 students are enrolled at Virginia Military Institute.

III. CONTRACT PARTICIPATION

Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (copy available at <https://vascupp.org/sites/vascupp/files/2020-05/vascapp-governing-rules.pdf>), it is the intent of this solicitation and resulting contracts 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 contractor. Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) may be extended to the entities indicated above to purchase at contract prices in accordance with the contract terms. The Contractor shall notify the lead issuing institution in writing of any such entities accessing the contract. Nonmodification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from Virginia Military Institute. VMI shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that VMI 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. Please contact the buyer for additional information.

IV. SMALL, WOMAN-OWNED AND MINORITY (SWaM) PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of Small, Woman-owned and Minority-owned (SWaM) business enterprises and to encourage the participation of Department of Small Business and Supplier Diversity (DSBSD) certified SWaM businesses in State procurement activities. VMI strongly encourages DSBSD-certified SWaM firms to compete and majority firms to provide for the participation of DSBSD-certified SWaM businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities. VMI has adopted an annual SWaM Procurement Plan that specifies goals for SWaM procurement by Prime Contractors (A/E or Construction) in support of the Governor's Executive Order 35 with a minimum SWaM utilization goal to 42%. Proposer must provide information on its past utilization of Small, Women, and Minority-Owned disadvantaged businesses, and must also state any plans to utilize such businesses and the way

they may be utilized under this Contract. Evidence of such utilization is demonstrated on Attachment F: Small Business Subcontracting Plan.

V. STATEMENT OF NEEDS

A. Organization Requirements:

1. DEI training that can be delivered to the VMI community, including Institute Executives and Board of Visitors.
2. The organization must be able to identify specific areas for organizational in-depth focus through a DEI lens.
3. The organization should have consultants who understand the military underpinnings of VMI.
4. Determination of a clear roadmap for training, consulting, and coaching.
5. Support VMI's effort to make decisions and strategic plans at the institutional level
6. Provide support for the daily strategic work of the Chief Diversity Officer (CDO) and the Office of Diversity Equity and Inclusion

B. Description of Services:

The organization should provide at a minimum, the services described below:

1. The organization must be able to provide DEI training that includes guidelines, cultural sharing, areas of modification, bias intervention options, and DEI language that best fits the VMI community.
2. The organization must be able to provide opportunities for individuals to embrace DEI concepts, explore allyship, and a framework for lifelong learning
3. The organization must be able to discuss cultural and identity oppression in the context of current culture as it relates to VMI.
4. The organization must be able to design, conduct, review, and analyze an organizational DEI cultural assessment.
5. The organization must be able to review the assessment from a framework that is both individual and organizational while understanding the VMI philosophy.
6. The organization should provide accountability and support within the ranks of Institute Executives.
7. The organization must be able to provide opportunities for face-to-face training on post.
8. The organization must be able to assist in determining roadmap of training, consulting, and coaching.
9. The organization must be able to provide on-going DEI support.
10. Trainings must take place on Post, in person.

VI. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS:

1. RFP Response: To be considered for selection, offeror must submit a complete response to this RFP. One (1) original and five (5) copies of each proposal must be submitted to the issuing State agency. No other distribution of the proposal shall be made by the offeror.

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the Virginia Military Institute Procurement Services Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.

Questions are to be submitted in writing no less than ten (10) days prior to the close date of this solicitation and should be addressed to MAJ Lynn W. Carmack at carmacklw@vmi.edu. Questions will be answered and posted in the form of an addendum.

2. Proposal Preparation:

- a. Proposals 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 purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal 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 proposal 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 the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals 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. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an offeror to satisfy a "must" or "shall" requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror's proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials 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 proposal document, line-item prices and/or total proposal prices as

proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

3. **Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Virginia Military Institute. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. VMI will schedule the time and location of these presentations. Oral presentations are an option of the Institute and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals should be as thorough and detailed as possible so that Virginia Military Institute may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Offeror Data Sheet, included as Attachment A to the RFP, and other specific items or data requested in the RFP.
3. A written narrative statement to include:
 - a. Experience in providing the goods/services described herein.
 - b. Names, qualifications and experience of personnel to be assigned to the project.
 - c. Resumes of staff to be assigned to the project.
4. Specific plans for providing the proposed services including:
 - a. List of proposed equipment/goods and approach to providing any service including a proposed work plan.
 - b. What, when and how services will be performed.
 - c. Time frame for implementation/completion.
 - d. Identify Institute's role and responsibilities for implementation/conversion.
5. **Small Business Subcontracting Plan:** Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of SBSD-certified small businesses which include businesses owned by women and minorities, when they have received SBSD small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts more than \$100,000.
6. Proposed Cost.

VII. EVALUATION and AWARD CRITERIA

A. EVALUATION CRITERIA:

Proposals shall be evaluated by Virginia Military Institute using the following criteria:

	<u>Points</u>
1. Plan for providing DEI services, tailored to VMI needs	20
2. Qualifications and experience of Offeror	20

3. Price	15
4. Implementation, Planning and Services	15
5. References where similar goods and/or services have been provided	10
6. Participation of Small, Women-Owned and Minority (SWaM) Businesses	<u>20</u>
TOTAL:	100

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. The agency 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 subcontractor or vendor.

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

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** 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 othersolicitation 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 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:
 - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is

deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *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 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 dispute's provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

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.

(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offers) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to identify the product clearly and specifically being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the

product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

- S. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages 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 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.)	<i>Code of Virginia § 8.01-581.15</i> https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

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

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

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

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

W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, 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.

X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

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

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

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

b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued because 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.

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.

- Y. **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.
- Z. **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 subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber- bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

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

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a state workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a state workplace or is associated with a person who is a state employee.

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

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

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 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 affect 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. Contractors should email Catalog or Index Page information to 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:

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

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 ensure 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 taxpayers 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 based on 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 _____

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

Questions Submitted by: _____

NAME

ORGANIZATION

PHONE

EMAIL

E-Mail to: 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)

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

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

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 SBSDsmall 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 immigrationlaw.

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.

Offeror Name: _____

Preparer Name: _____ Date: _____

Instructions

- A. Businesses certified by the Department of Small Business and Supplier Diversity (SBSD) as a small business mustcomplete 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.

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 SBSB-certified women- and minority-owned businesses when they have received SBSB small business certification.

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

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

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

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

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Instructions

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

Section A

If your firm is certified by the Department of Small Business and Supplier Diversity (SBSB) **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

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 \$					

ADDENDUM 1V211-22-054



314 Smith Hall

Lexington, VA 24450

Phone: 540-464-7323

Fax: 540-464-7669

Project: ***Diversity, Equity, and Inclusion (DEI) Consultation and Training***

Date/Time: ***6 December 2021, 4:45 PM***

To: Prospective Offerors

This Addendum forms a part of the Contract Documents and modifies, corrects or supplements the original Request for Proposal dated 30 November 2021.

Proposal Schedule:

The closing date and time for this proposal has been changed to Thursday 16 December 2021 at 2:00 PM EST.

Understanding of Requirements: Questions submitted and answered by the date and time of this addendum are attached.

State Corporation Commission Form: This required form was omitted from the original RFP posting. It has been added to the RFP document and is also provided as an attachment.

Submitted by:

MAJ Lynn W. Carmack
Assistant Director of Procurement Services 540-
464-7223
carmacklw@vmi.edu

RFP V211-22-054: Responses to Questions

1. **General-HISTORICAL DATA & USAGE: 1) Has the Chief Diversity Officer; the Office of Diversity Equity and Inclusion or any other entity investigated, collected data or conducted research with regards to diversity and VMI's current training/consulting needs: Yes. 2) Has any effort or attempts been made or initiated to develop a plan/strategy, training/consulting? Yes. 3) If yes, regarding any of the above, will the Offeror be able to use the results for educational purposes to assist in the development of trainings, assessments and plans and/or leverage the knowledge from the individuals who conducted the research? Yes.**
2. **General: Are any assessments needed for VMI's external community No.**
3. **General- What VMI resources and Points of Contact (POCs) (i.e., Personnel, Departments, etc.) will be available during the Period of Performance (POP) to the Training and Consulting Teams? The Office of Diversity, Equity & Inclusion.**
4. **Who will the training be provided for; how many groups/people in need of training represent the VMI community? Employees. Groups will be determined based on the type of training, number of available trainers.**
5. **Assessments: What results is VMI looking for in-regards to the needs for training? Recognize that achieving cultural competence requires humility and a commitment to lifelong learning. Understand and respect the intersecting identities, customs, traditions, and cultural norms within the local community, nationally, and abroad. Awareness of the assumptions and biases I hold about people of different cultures than one's own. Engage with others to gain a broader perspective of the social environments of their lives.**
6. **How often are assessments needed and would the Proposer have to provide reports. What would the testing requirements be? There should be at least one assessment of the training with a report provided.**
7. **Would you qualify what providing "support" means as it relates "strategic plans at the institutional level" & "Strategic work of the Chief Diversity Officer (CDO)? Help in identifying best approach for implementing "strategic plan at the institutional level." Help in identifying ways to contend with implicit bias. Provide CDO with ways to process the challenges of working on DE&I at a strategic level.**
8. **Would you qualify the type of support and effort needed in the requirement of "...? The organization should provide accountability and support within the ranks of Institute Executives?" Accountability means that the organization will track and follow-up with Institute Executives to assure consultant/trainers directives are completed. And in reference to "should directives," are these mandated requirements like the requirements "shall" and "will". Yes, should directives be mandated like the requirements "shall" and "will."**
9. **What location will the support, consultation and Needs take place? Support and consultation maybe provided on post or via phone, virtual, or electronic communication. Will all trainings need to be provided on post? All trainings provided on post unless otherwise noted.**
10. **Are there any personnel security requirements/clearances needed? A background check facilitated by the VMI Human Resources Dept.**
11. **Will we be required to provide Consultants with a military background? Some consultants should have an intimate understanding and, or experience with the military.**
12. **Is there any limitations on the type of training material (e.g., digitization)? Materials should be accessible upon request.**
13. **What are VMI's overall Inclusive Excellence Plan goals and objectives as it relates to demographics and the measurement of success? The overall Inclusive Excellence Plan is outlined below.**

Goal: Access and Success- Achieve and maintain a more diverse and inclusive student body, faculty, staff, and administration by achieving increased student enrollment from historically underrepresented and underserved populations and increasing retention and academic success of historically underrepresented and underserved undergraduate students. Additionally recruit and retain a diverse faculty and staff.

Measurements of Success:

Enrollment numbers for gateway program participants

Yield rate for admitted first-time college and transfer students

Financial assistance funding

Participation rates in academic support programs

First to second year retention rates

Second to third year retention rates

Results of program evaluation/assessments

Faculty and staff headcount and percentages.

Managerial and executive staff counts and percentages

Retention rates for faculty and staff

Tenure and promotion rates

Review of dashboard

Leadership development participation for faculty and staff.

Goal: Climate and Intergroup Relations-Create and sustain an organizational environment that affirms and respects diversity and employs inclusive practices throughout its daily operations.

Measurements of Success:

Perceptions of climate for diversity and inclusion as measured by climate survey and other sources of information

Using climate surveys and evaluations, measure awareness and understanding of Institute resources related to harassment, discrimination, and identity-based violence.

Results of program evaluations designed to facilitate intergroup dialogue and trust

Using national benchmarking, triangulate institutional results

Goal: Education and Scholarship-Engage students, faculty, staff, alumni, and the community in learning varied perspectives of domestic and international diversity, equity, inclusion, and social justice. Create and sustain an organizational environment that affirms and respects diversity and employs inclusive practices throughout its daily operations. Additionally increase the cultural competencies of faculty and staff

Measurements of Success:

Participation by faculty and staff in professional development programs related to curricular transformation, in support of diversity, equity and inclusion

Cadet participation in co-curricular opportunities tied to Inclusive Excellence

Research output related to DE&I topics

Evaluation of programs related to inclusive teaching

Self-reported improvement in knowledge and skill related to teaching and curricular development

Level of participation in professional development opportunities

Self-reported growth in awareness and competencies

Faculty assessment of diversity-related learning goals

Goal: Organizational Culture and Accountability—Create and sustain an institutional infrastructure that effectively supports progress and accountability in achieving DE&I goals, while creating a culture of evaluation and continuous improvement for administrators and senior leaders.

Measurements of Success:

Documented processes for reporting progress towards the DE&I goals established in the Inclusive Excellence framework

Evidence of DE&I integration in the post (campus) wide and unit-level operations plans

Report on where the use of shared resources and dispersion of best practices have been implemented

Number of formal cross-post collaborations

Documentation of reporting processes

Work groups dedicated to analyzing disaggregated data related to DE&I.

Number of policies and processes evaluated and redesigned using an equity lens

Funding support for DEI initiatives from fundraising efforts

Increased initiatives aimed at women and multicultural alumni cultivation

Goal: Community Engagement -Leverage institutional philanthropy and community partnerships to create collective impact with other community organizations.

Measurements of Success:

Number and type of partnerships

Demonstrated impact of partnerships on community outcomes

14. Are you looking for a proposed project schedule? **Yes**

15. Who is contractor expected to provide coaching for other than executives and the Board of Visitors?

Primarily institute executives and Board of Visitors, with limited coaching for Inclusive Excellence Committee, and DE&I advocates and allies. What are the general expectations of coaching for the executives and Board of Visitors?

Coaching for DE&I strategies, policies, and programs. Coaching to confront bias and coaching for underrepresented executives (How often, session duration, number of sessions, issues addressed during the coaching

sessions) **On an as needed basis to assist with accomplishing the goals of the Inclusive Excellence plan as outlined in question #13.**

16. What previous Diversity, Equity and Inclusion (DEI) training or related initiatives have been conducted? **None as it relates to this project.**
17. Does every DEI consultant participating on this effort need to have a prior military background assuming they understand military and cultural underpinnings of the VMI environment? **No, but some consultants should have an intimate understanding and, or experience with the military.**
18. In addition to the executives and the Board of Visitors, who else on the VMI staff will be the contractor be required to train? (Staff?) **Yes, faculty, staff and cadets.**
19. Will you be the only Point of Contact - All contact will be through Procurement Services. MAJ Carmack will be the primary point of contact with backup from COL Tomlin.
20. When do you anticipate the bidder question addendum to be posted? **As soon as possible once all answers are available.**
21. Due to the question submission deadline being Saturday (10 days prior to close date), will you be offering the option to submit additional questions on the following business day, Monday? Questions will currently be accepted through Monday, 6 December 2021. However, the content of received questions could affect the timeline of the solicitation and require the due date to be extended.
22. How many months is the Base Year? The base year will be from the date of award through 30 June 2023, but cannot exceed 18 months due to the current timeline.
23. Will all of the Attachments/Forms need to be provided in separate documents. We understand the pricing document needs separate. The price proposal is the only document that needs to be submitted separately. All others should be included in the proposal packet.
24. What are the anticipated dates for: Decision and selection of Contractor? ; Notice of intent to award publication?; and 3) Authorization to proceed to the successful offeror? The decision and selection of contractor will occur as soon as possible following the close of the solicitation, but allowing for thorough evaluation and scoring. The award and authorization to proceed would be posted to eVA at that time and a formal contract issued to the selected contractor.
25. What is your anticipated award date? As soon as possible following the close of the solicitation but allowing for thorough evaluation and scoring.
26. If there is voluntary contract (cooperative procurement) participation, will all of the terms and conditions apply to any affiliate contract? For example: the inability for the contractor to initiate the negotiations of liability costs with the affiliate? The general terms and conditions of the contract would apply to any agency utilizing the contract.
27. Does our proposal have to include past experience utilizing SWaM with VMI? SWaM Experience could include any previous contract and is not limited to past experience with VMI.
28. Other than the bid format parameters already mentioned in section V.I.2, and understanding "emphasis...placed on completeness and clarity", are there any other formatting guidelines (e.g., graphics, font, size, etc.? No. There are no additional formatting guidelines or format parameters other than what is specified.
29. Are you allowing this bid to be submitted electronically and does the Four (4) copy requirement apply if so? All proposals are to be submitted in hard copy form. VMI does not currently accept electronic responses to RFP's, and due to the change to the required Virginia electronic procurement portal, electronic responses aren't available for this

solicitation.

30. If a Prime Contractor is submitting one proposal as a joint effort/Teaming agreement, do both Organizations/Businesses have to provide a subcontractor plan or will one suffice? One subcontracting plan will suffice; however, it should be submitted by the Prime Contractor who will be signing the contract document and receiving payment for the services.
31. Will there be any COVID restrictions and legal terms and conditions? Physical COVID restrictions will follow the CDC and Virginia guidelines that are in place during the contract period at the time services are scheduled. Legal Terms and Conditions may be added to the contract based on the services included in the final contract.
32. What pricing structure are you looking for in the price schedule (e.g., FFP, LS, T&M, etc.?) and What type of contract will this be? Waiting on verification for meaning on FFP, LS & T&M.
33. Is there a budget set aside for this project? **There is a budget for this project and pricing is one of the scoring criteria, but this is an RFP and not a price-based award. All proposal pricing should be based on what the vendor considers to be their best price for the services they are providing. Budget figures are not available for any contractors to review.**
34. Please confirm if this response is a small business set-aside. **No, this is not a small business set-aside. All capable vendors are welcome to respond, but we do encourage a SWaM subcontracting plan, if possible, for non-certified vendors.**
35. Please provide clarification on what should be listed in the "Lost Accounts" section. **Lost accounts would include any former clients that terminated your services during the contract period or that chose not to renew.**
36. Please confirm if each paragraph in the proposal should reference the applicable RFP section or if an aligned section header for each response requirement will suffice. **An aligned section header for each requirement will suffice.**
37. Please confirm if FedEx delivery of the hard copy submission is acceptable. **FedEx deliver of the hard copy submission is acceptable. Please note that VMI is not in a guaranteed delivery zone. Or would it be possible to submit electronically. VMI does not currently accept electronic proposals.**
38. Please confirm if the COI form should be included in the separate Price Volume or if it should be included with the rest of the content in the technical volume. **The COI form may be included in the technical volume.**
39. Attachment A is requested to be included in the Technical Volume of the response but that is the form to submit questions. Please confirm if that was stated in error and that Attachment C should be included in the response to meet the "Offeror Data Sheet" requirement. **The correct attachment is Attachment C.**
40. The first referenced section of the RFP requires min. of 3 references and the Attachment D form requires a min. of 4 references. Please confirm the number of references that should be presented in the response. **A minimum of three (3) references should be provided. Attachment D will be updated.**
41. Please confirm if there is a required format for pricing. If there is a required format, please send. **The vendor should provide their pricing according to their standard format. VMI is not requiring a specific pricing structure.**
42. Please confirm if the hard copy submission includes 1 original and 5 copies of the Technical Volume and 1 original and 5 copies of the Price Volume – resulting in 12 hard copies. **The hard copy submission includes 1 original and 5 copies of the Technical Volume. One (1) copy of the price proposal will be sufficient.**
43. The SCC form mentioned was not provided. Please provide. **The SCC form is included with this addendum and was uploaded to the Solicitation as a separate document.**

Annex 6-J

State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information. The bidder:

is a corporation or other business entity with the following SCC identification number: _____ -OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) -OR-

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

ADDENDUM 2V211-22-054



314 Smith Hall

Lexington, VA 24450

Phone: 540-464-7323

Fax: 540-464-7669

Project: *Diversity, Equity, and Inclusion (DEI) Consultation and*

TrainingDate/Time: *7 December 2021*

To: *Prospective Offerors*

This Addendum forms a part of the Contract Documents and modifies, corrects or supplements the original Request for Proposal dated 30 November 2021.

Understanding of Requirements Questions and Answers:

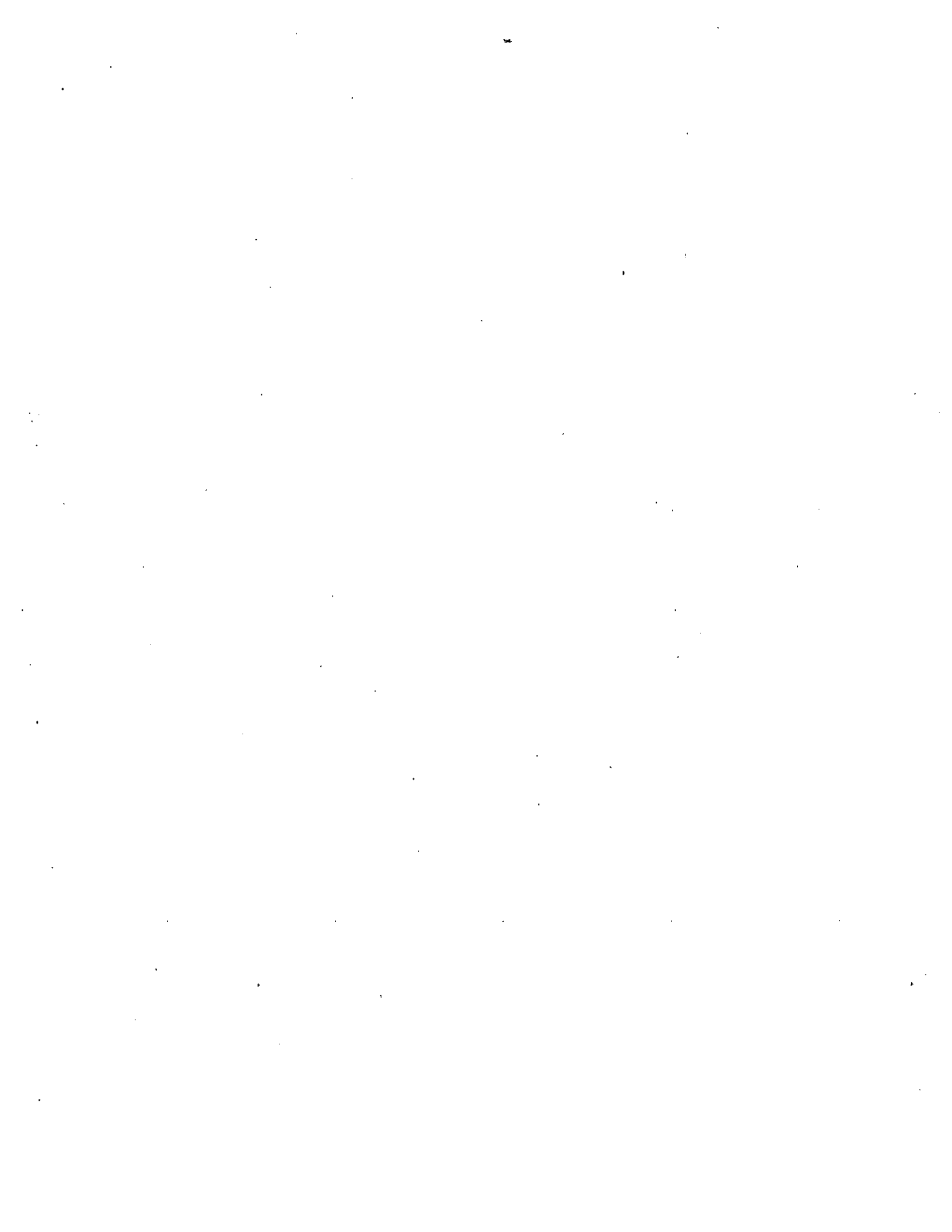
- Q. What are the general expectations of coaching for the executives and Board of Visitors? (How often, session duration, number of sessions, issues addressed during the coaching sessions)
- A. *The general expectations of coaching for the executives and Board of Visitors would be DE&I strategies, policies, and programs. Coaching to confront bias and coaching for underrepresented executives. Coaching is on an as needed basis to assist with accomplishing the goals of the Inclusive Excellence plan as outlined in question #13.*
- Q. Should course pricing be provided?
- A. *No, course pricing isn't needed for the RFP review.*
- Q. What pricing structure are you looking for in the price schedule (e.g., FFP, LS, T&M etc.)?
- A. *VMI isn't requiring a specific price structure. The vendor should submit pricing according to the structure that best fits their methodology to provide the requested services.*
- Q. What type of contract will this be?
- A. *This will be a term contract with the first term to expire on 30 June 2023 and with four (4) optional one-year renewals.*
- Q. With such a short suspense date for submission and the upcoming holidays causing delays in delivery times, is hand-delivery of the proposal an option?
- A. *Yes, proposals may be hand delivered to Procurement Services between 8 – 4:30 PM Monday-Friday up until the proposal closing time of 2:00 PM, 16 December 2021. The address is 330 VMI Parade, 314 Smith Hall, Lexington VA 24450.*

Submitted by: MAJ Lynn W.
Carmack Assistant Director of
Procurement Services 540-464-
7223
carmacklw@vmi.edu

Inclusive Excellence



Verbal Presentation by LTC Love, D. Ed.



VMI Inclusive Excellence

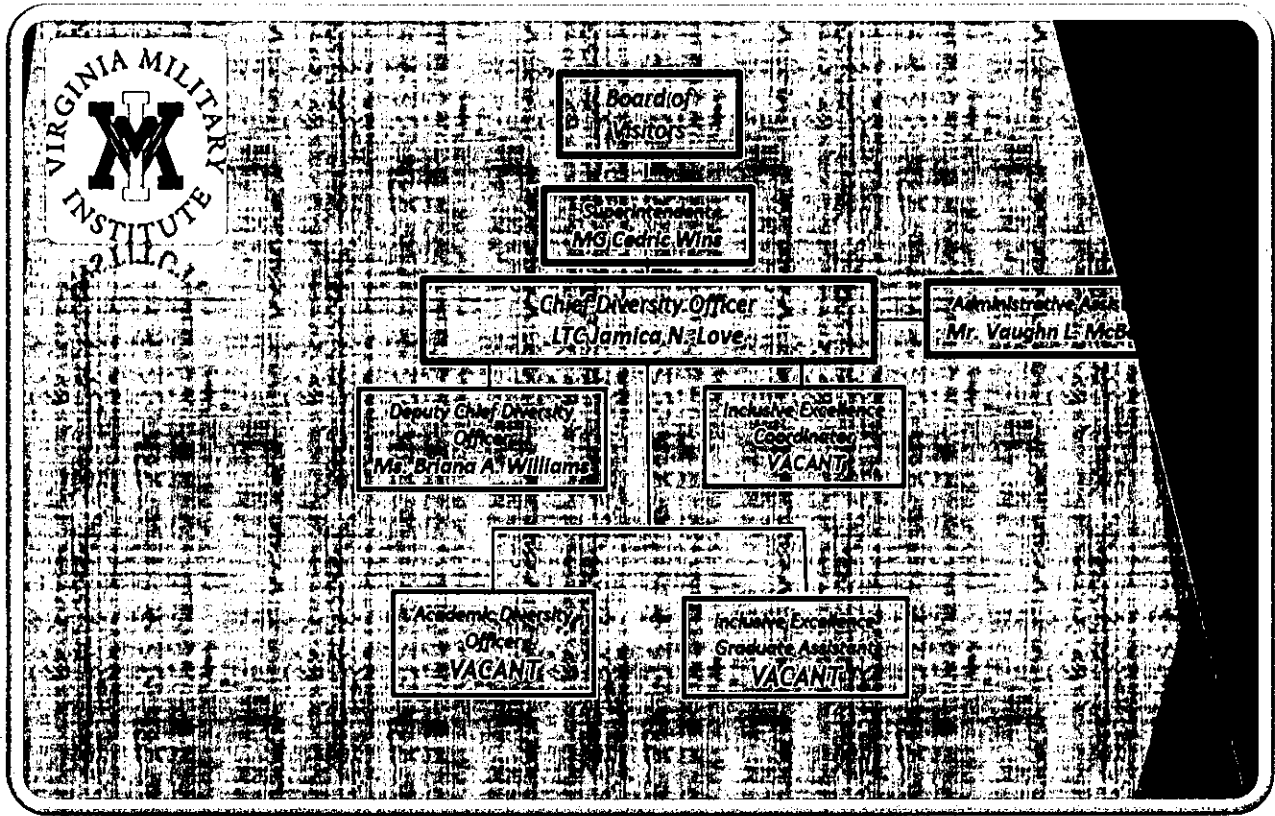


Office of Diversity, Equity & Inclusion

Virginia Military Institute

Lexington, Virginia 24450

YMI's Diversity Equity & Inclusive Office Organizational Chart



VACANT

VACANT

VMI Inclusive Excellence



Office of Diversity, Equity & Inclusion

Virginia Military Institute

Lexington, Virginia 24450

VMI's Diversity Equity & Inclusive Office



VMI's Office of Diversity, Equity, & Inclusion and
the VMI Inclusive Excellence Committee

Present

The Inclusive Spirit of Dr. Martin Luther King Jr.



MLK Birthday Party

Mon Jan 27 5:30pm - Memorial Hall/100

Reflections on the Life of MLK

Wed Jan 29 6:30pm - Washington and Lee Campus
Spartan/Lewis Hall / West Court Room

Martin Luther King Jr. Day Speaker

Sun Jan 28 7:00pm - Washington and Lee Campus
Warford Center for the Arts

VMI Promaj Club Art Competition

Promaj Clubs and the VMI community to submit art
inspired by the inclusive spirit of MLK. Look for an email
with further details.



with further details

based on the inclusive spirit of MLK. Look for an email
with further details.

VMI Promaj Club Art Competition

Gender Diversity & Inclusion Mentorship Dinner

6:30 p.m., Wednesday, September 29

Hall of Valor, Marshall Hall

Open to all 1/C- 3/C cadets

Mentorship session, hosted by the VMI Gender & Diversity Inclusion Program and the Office of Diversity, Equity & Inclusion, focused on "Allyship." The VMI Gender Diversity and Inclusion Program seeks to promote gender diversity, inclusion, and respect, to foster dialogue about diversity and shared values, and to facilitate the development of strong, inclusive, and forward-thinking leadership. Allyship—building a community with fellow cadets, faculty, and staff who are devoted to promoting gender diversity and inclusion.

RSVP by September 22 for optional SRC permit at
<https://forms.gle/Xg6STVAo83ru7L9i6> or scan QR code.



RSVP by September 22 for optional SRC permit at
<https://forms.gle/Xg6STVAo83ru7L9i6> or scan QR code.

RSVP by September 22 for optional SRC permit at







Office of Diversity, Equity & Inclusion

Virginia Military Institute

Lexington, Virginia 24450

Verbal Presentation by LTC Love, D. Ed.

VMI Dashboard

VMI Diversity: Enrollment Trend								
Fall Enrollment (N)	10 years ago (2010-2011)							VA Public Univ
	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	
Full-Time Cadets (N)	1,569	1,713	1,722	1,685	1,698	1,698	1,652	
Men	1,425	1,518	1,516	1,467	1,459	1,478	1,424	
Women	144	195	206	218	239	220	228	
Foreign	27	27	28	32	30	31	28	
Students of Color	217	316	337	357	367	391	394	
American Indian/Alaska Native	6	10	9	8	11	7	8	
Asian or Pacific Islander	74	79	77	81	84	92	92	
Black or African American	80	104	104	108	102	99	102	
Hispanic/Latinx	57	100	122	125	129	142	134	
Multi-race	0	23	25	35	41	51	57	
Full-Time Cadets %								
Men	91%	89%	88%	87%	86%	87%	86%	45.3%
Women	9%	11%	12%	13%	14%	13%	14%	54.7%
Foreign	2%	2%	2%	2%	2%	2%	2%	3.6%
Students of Color	14%	19%	20%	22%	22%	23%	24%	41.8%
American Indian/Alaska Native	0%	1%	1%	0%	1%	0%	0%	0.1%
Asian or Pacific Islander	5%	4%	4%	5%	5%	6%	6%	10.9%
Black or African American	5%	6%	6%	7%	6%	6%	6%	15.9%
Hispanic/Latinx	4%	6%	7%	8%	8%	9%	8%	9.4%
Multi-race	0%	1%	1%	2%	2%	3%	3%	5.5%

VA Public Universities data are from fall 2020 (SCHEV Enrollment E02 & 22).

VMI Diversity: Full-Time Teaching/Research Faculty Trend

Measures	Fall 2016	Fall 2017	Fall 2018	Fall 2019	Fall 2020	Fall 2021
Full-Time Faculty (N)	136	136	138	143	143	147
Men	96	94	91	97	98	94
Women	40	42	47	46	45	53
Non-Resident Alien						
Faculty of Color	16	18	20	19	19	18
American Indian/Alaska Native						
Asian	12	14	16	15	15	13
Black or African American	4	4	4	4	4	4
Hispanic/Latinx	0	0	0	0	0	1
Native Hawaiian/Pacific Islander						
Two or more races						
Full-Time Faculty (%)						
Men	71%	69%	66%	68%	69%	64%
Women	29%	31%	34%	32%	31%	36%
Non-Resident Alien						
Faculty of Color	12%	13%	14%	13%	13%	12%
American Indian/Alaska Native						
Asian	9%	10%	12%	11%	11%	8.8%
Black or African American	3%	3%	3%	3%	3%	3.0%
Hispanic/Latinx	0%	0%	0%	0%	0%	0.7%
Native Hawaiian/Pacific Islander						
Two or more races						

Institutional comparisons are available here:

<https://www.chronicle.com/article/race-ethnicity-and-gender-of-full-time-faculty-at-more-than-3-700-institutions/>

VMI Diversity: Part-Time Teaching/Research Faculty Trend

Measures	Fall 2016	Fall 2017	Fall 2018	Fall 2019	Fall 2020	Fall 2021
Part-Time Faculty (N)	65	71	76	66	53	57
Men	47	50	53	46	35	37
Women	18	21	23	20	18	20
Non-Resident Alien						
Faculty of Color	6	7	6	7	7	6
American Indian/Alaska Native						
Asian	4	4	4	4	4	3
Black or African American	0	1	0	1	1	2
Hispanic/Latinx	2	2	2	2	2	1
Native Hawaiian/Pacific Islander						
Two or more races						
Part-Time Faculty (%)						
Men	72%	70%	70%	70%	66%	65%
Women	28%	30%	30%	30%	34%	35%
Non-Resident Alien						
Faculty of Color	9%	10%	8%	11%	13%	11%
American Indian/Alaska Native						
Asian	6%	6%	5%	6%	8%	5%
Black or African American	0%	1%	0%	2%	2%	4%
Hispanic/Latinx	3%	3%	3%	3%	4%	2%
Native Hawaiian/Pacific Islander						
Two or more races						

VMI Diversity: Full-Time Admin/Professional Trend

Measures	Fall 2016	Fall 2017	Fall 2018	Fall 2019	Fall 2020	Fall 2021
Full-Time Admin/Professional (N)	151	170	166	163	150	149
Men	108	122	119	117	107	99
Women	43	48	47	46	43	50
Non-Resident Alien						
Faculty of Color	10	13	15	15	12	20
American Indian/Alaska Native	0	0	0	0	1	1
Asian	1	1	1	3	3	4
Black or African American	7	11	13	11	8	14
Hispanic/Latinx	2	1	1	1	0	1
Native Hawaiian/Pacific Islander						
Two or more races						
Full-Time Admin/Professional (%)						
Men	72%	72%	72%	72%	71%	66%
Women	28%	28%	28%	28%	29%	34%
Non-Resident Alien						
Faculty of Color	7%	8%	9%	9%	8%	13%
American Indian/Alaska Native	0%	0%	0%	0%	0%	1%
Asian	1%	1%	1%	2%	2%	3%
Black or African American	5%	6%	8%	7%	5%	9%
Hispanic/Latinx	1%	1%	1%	1%	0%	1%
Native Hawaiian/Pacific Islander						
Two or more races						

VMI Diversity: Classified Employee Trend

Measures	Fall 2016	Fall 2017	Fall 2018	Fall 2019	Fall 2020	Fall 2021
Classified (N)	321	328	349	320	290	281
Men	147	153	158	144	126	124
Women	174	175	191	176	164	157
Non-Resident Alien						
Classified of Color	14	13	13	13	12	12
American Indian/Alaska Native						
Asian	1	1	2	2	2	2
Black or African American	11	11	10	11	10	8
Hispanic/Latinx	1	1	1	0	0	1
Native Hawaiian/Pacific Islander	1	0	0	0	0	1
Two or more races						
Classified (%)						
Men	46%	47%	45%	45%	43%	44%
Women	54%	53%	55%	55%	57%	56%
Non-Resident Alien						
Classified of Color	4.4%	4.0%	3.7%	4.1%	4.1%	4.3%
American Indian/Alaska Native						
Asian	0.3%	0.3%	0.6%	0.6%	0.7%	0.7%
Black or African American	3.4%	3.4%	2.9%	3.4%	3.4%	2.8%
Hispanic/Latinx	0.3%	0.3%	0.3%	0.0%	0.0%	0.4%
Native Hawaiian/Pacific Islander	0.3%	0.0%	0.0%	0.0%	0.0%	0.4%
Two or more races						

As of Sept 2021				2020	2021
2020-21 Full-Time Employees	2021		Overall FT (Teaching, A/P, Classified)	583	577
Overall (Teaching, A/P, Classified)	577		Men	57%	55%
Men	317	55%	Women	43%	45%
Women	260	45%	Employees of Color	7%	9%
Employees of Color	50	9%			

Total Four-Year Public Institutions https://research.schev.edu/enrollment/E22_report.asp

E22: Fall Term Enrollment by Race/Ethnicity

Inst.	Year	Foreign Students	White (NH)	Unreported Black (NH)	Hispanic	Pacific Islander or Alaska Multi-Race (NH)	Total Students of Color	Total	% Students of color			
All Pub 4-Y	Fall 2020	6,114	91,364	6,761	26,791	15,935	18,395	250	9,230	70,601	168,726	41.80%
CNU	Fall 2020	9	3,602	63	310	311	193	7	263	1,084	4,749	22.80%
GMU	Fall 2020	1,888	9,963	895	3,089	4,341	5,926	30	1,396	14,782	25,640	57.70%
JMU	Fall 2020	258	14,820	315	964	1,426	962	24	958	4,334	19,469	22.30%
Lwood	Fall 2020	60	2,822	295	437	249	69	8	0	763	3,880	19.70%
NSU	Fall 2020	24	145	107	4,167	218	21	6	304	4,716	4,968	94.90%
ODU	Fall 2020	221	8,562	627	6,211	1,781	984	39	1,197	10,212	19,401	52.60%
RU	Fall 2020	45	4,624	260	1,282	547	122	18	409	2,378	7,262	32.70%
UMW	Fall 2020	28	2,722	110	315	435	165	6	212	1,133	3,965	28.60%
UVA	Fall 2020	717	9,649	906	1,178	1,167	2,753	15	889	6,002	16,557	36.30%
UVA-W	Fall 2020	8	1,312	288	222	44	23	6	3	298	1,898	15.70%
VCU	Fall 2020	762	9,286	589	4,309	2,402	3,153	34	1,648	11,546	21,421	53.90%
VMI	Fall 2020	31	1,275	2	99	141	92	7	51	390	1,667	23.40%
VSU	Fall 2020	27	69	1,225	2,312	9	8	6	0	2,335	3,629	64.30%
VT	Fall 2020	1,739	18,813	784	1,459	2,315	3,357	36	1,517	8,684	28,281	30.70%
W&M	Fall 2020	297	3,700	295	437	549	567	8	383	1,944	5,939	32.70%

Inst.	Year	Foreign Stu.	White (NH Unknown/)	Black (NH)	Hispanic	Asian or Pacific American	Multi-Race (NH)	Total Students of Color	Total			
All Pub 4-Y	Fall 2020	6,114	91,364	6,761	26,791	15,935	18,395	250	9,230	70,601	168,726	Excludes Unknown from Headcount data.
		3.6%	54.1%	4.0%	15.9%	9.4%	10.9%	0.1%	5.5%	41.8%		

https://research.schev.edu/enrollment/E2_Report.asp

Fall Headcount Enrollments

Institution Fall Term Description In-State Undergraduates

Four-Year Public Institutions

Total Public	Fall 2020	Men	63,623	15,505	79,128	45.3%
Total Public	Fall 2020	Women	78,694	16,889	95,583	54.7%
Total Public	Fall 2020	Unknown/Total	71	58	129	
Total Public	Fall 2020	Total	142,388	32,452	174,840	

VMI BOV Principles for DE&I

1. To create and foster a more diverse VMI

Offer educational and celebratory events for cadets, faculty, staff, and the VMI community that recognizes, value, and honors diversity and promotes inclusion.

- Gender Inclusion program
- Cultural events-Native American History Month with a tasting table of traditional Native American foods and a quiz on Native American History.
- Kwanza event with information on the cultural significance and various Kwanza foods.

Increase diversity in VMI hiring.

- Having the most diverse leadership in VMI history
- Having a pilot mentoring program that provides firsthand support to mid-level leadership

We are creating accountability for VMI faculty and staff to participate in online culturally competent programs.

- All employees have been sent the new DHRM Training on cultural competence
- Evaluate companies that provide an online assessment that can address unconscious (implicit)

Conduct Inclusive Excellence training

- Create a meaningful dialogue between and among groups that increases understanding of varied perspectives
- Cadet Inclusive Excellence activities are designed to help cadets have conversations about important topics in society.

Create an aggressive multi-dimensional recruitment plan for all levels of faculty and staff.

- The faculty development committee has begun brainstorming ideas to attract, develop, and maintain underrepresented faculty. These ideas can apply to recruitment and retention.

We are developing activities that assist in recruiting underrepresented populations of prospective cadets.

- Dec 2020 -Specialized Open House for local high schools with students of underrepresented communities. An open house that featured Petersburg High School and Woodbridge High School included high school students, parents, guidance counselors, and college access staff.

Improvement in how underrepresented populations is identified in the admissions inquiry and applicant pool.

- Adding a section for applicants to identify race (gender) voluntarily is part of the application process.

Collaborate with diverse colleagues (including age, class, gender, physical ability, race, religion, etc.) and recruit in a broader geographic area.

- The initial conversation has begun with the academic department of VSU.
 - Collaborate with professors at Historically Black Colleges & Universities (HBCUs) and Hispanic Serving Institutions (HSIs) for resource sharing and talent acquisition.
- 2. To create and foster a safe, equitable, and inclusive environment for all on post.**

Create an Inclusive Excellence (DE&I) strategic plan and implement the DE&I strategic plan or strategies into the larger organizational plan.

Bystander Intervention Training (BIT).

- VMI utilizes StepUp, to deliver its BIT training.
- BIT is delivered annually in three modules.
- StepUp was created by Becky Bell, University of Arizona, in partnership with the NCAA, University of California – Riverside, and the University of Virginia.
- Peer facilitated training conducted by Title IX staff trained cadets. Roll is taken, and cadets must make up the Training if absent.

Title IX Campaign

- Respect, Report, Support Campaign-fall 2021 semester intended to promote shared values of equity, civility, safety, and belonging in our learning community.
- Enhance visibility of the Title IX Office in person, on the website, through redesigned posters, and in handouts.

Changes to the Honor System

- Extensions beyond the standard 21 days between pre-trial and trial are afforded only to the defense. The Superintendent's Representatives must approve extensions from the defense to the Honor Court (previously, the Honor Court President).
- In instances where a scheduled trial date falls in the following semester due to winter or summer furlough, thereby negating the opportunity for a speedy trial, the accused may be offered the opportunity to have the case heard by a Special Board of Inquiry. Approval authority for such a request resides solely with the Superintendent.
- Develop and offer a list of pro bono attorneys from which accused cadets can seek legal assistance.
- Increase the randomly selected jury pool from 24 to 36 cadets.

Build partnerships with community organizations that provide additional safe environments

- Partnership with Project Horizons, which offers emergency shelter and legal services for individuals experiencing the trauma of domestic abuse and sexual violence.

Creation of Inclusive Excellence Committee composed of a wide range of organizational voices.

- Inclusive Excellence touches every part of VMI, and a committee helps with accountability and communicating post-wide needs.

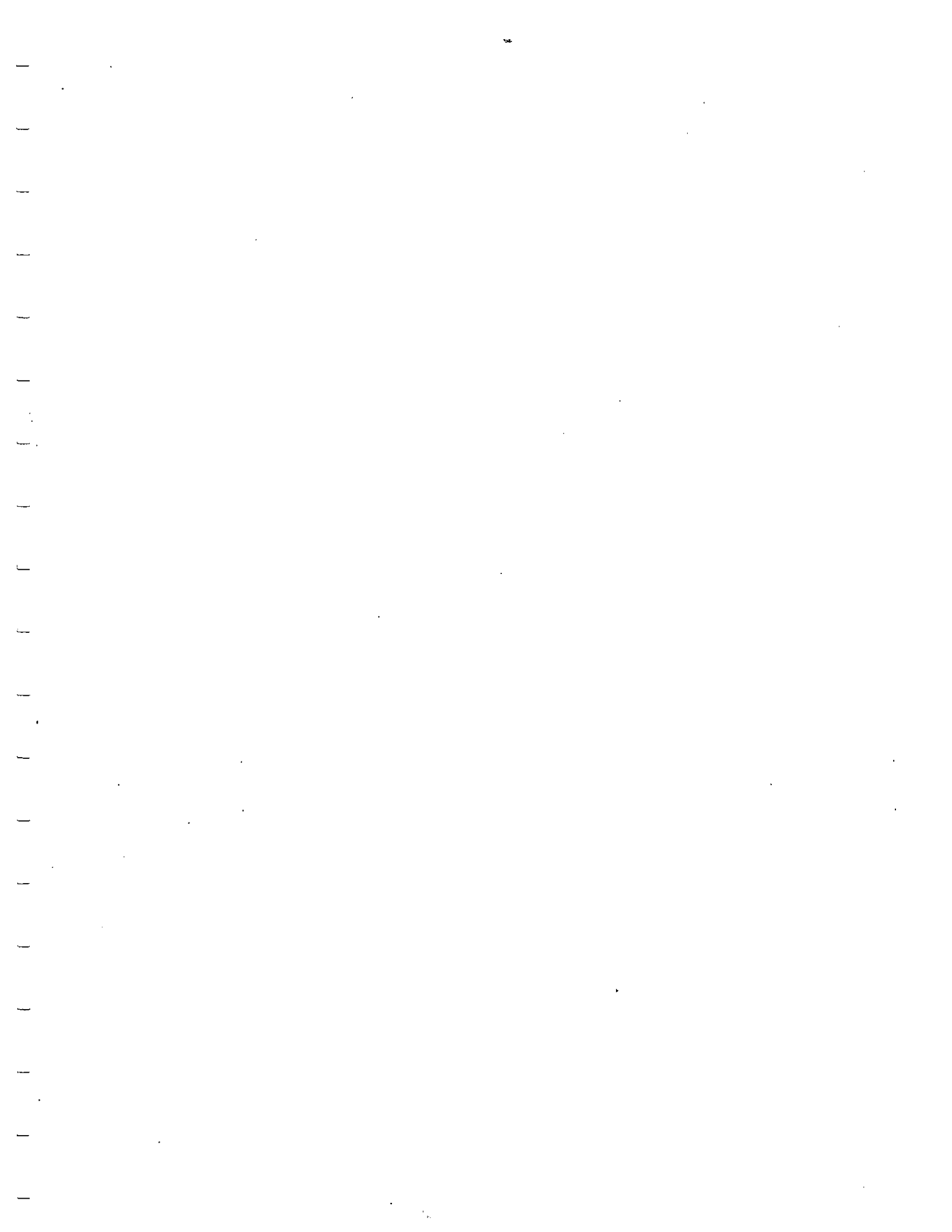
Continued areas of growth:

- Incorporate Inclusive Excellence (DE&I) into company policies and practices.

- Ongoing identification of personal conscious and unconscious (implicit) bias.
 - Foster a supportive environment with opportunities for coaching and mentoring.
 - Focus on retention efforts that sustain inclusivity.
- 3. To assure that we maintain a safe, rigorous process for escalating issues that have even the potential to violate the Code of a Cadet.**

Communication of cadet services.

- Assure all cadets (students) understand various options for help (Title IX Coordinator/IG, Post Police, Counseling Services, Spiritual Support, Office of DE&I, etc.
- Providing an unidentifiable means of reporting Title IX related incidents
- Assure that there is post-wide Title IX training which includes reporting avenues
- Assure that cadets have access to the policies.





Virginia Military Institute
Lexington, Virginia