

**COMMONWEALTH OF VIRGINIA STANDARD CONTRACT**

Contract Number: **V211-26-049 C3CA**

This contract entered into this 14<sup>th</sup> day of May 2026 between C3 Communication Advisors, FEIN: 87-2357082, hereinafter known as the "Contractor" and the Commonwealth of Virginia, Virginia Military Institute, hereinafter known as "VMI".

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

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

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

This contract may be terminated by either party, without penalty, upon 30 (thirty) days written notice to the other party. **PERIOD OF PERFORMANCE:** Execution of this contract through 30 June 2027 with four (4) one-year renewal options

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

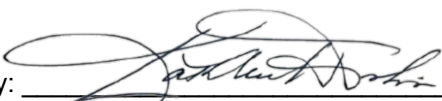
**METHOD OF PAYMENT:** In accordance with the Commonwealth of Virginia's *Prompt Payment Act* terms are Net 30 days from receipt of invoice. Contractor shall submit all invoices directly to [payables@vmi.edu](mailto:payables@vmi.edu). Invoices not submitted to [payables@vmi.edu](mailto:payables@vmi.edu)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

**CONTRACT DOCUMENTS:** The contract documents shall consist of:  
(1) This signed contract form  
(2) Contractor's Proposal/Bid and any modifications  
(3) General Terms and Conditions

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

thereby. **CONTRACTOR: VMI:**

By:   
For: C3 Communication Advisors  
Title: Owner

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

REQUEST FOR PROPOSALS  
RFP# V211-26-049

Issue Date: 20 February 2026

Title: PUBLIC RELATIONS SERVICES

Due Date: **19 March 2026 at 2:00 PM EST**

Commodity Codes: 91503, 91522, 91826

Issuing Agency:

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

Period of Contract: **Date of Award** through **30 June 2030** (Annually Renewable Thereafter for five (5) successive one (1) renewals.)

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

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

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

Name and Address of Firm:

\_\_\_\_ David Lapan \_\_\_\_\_

Date: March 18, 2026

\_\_\_\_ C3 Communication Advisors \_\_\_\_\_

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

(Signature In Ink)

\_\_\_\_ 516 Seclusion Shores Dr \_\_\_\_\_

Name: D. A. Lapan

(Please Print)

\_\_\_\_ Mineral, VA \_\_\_\_\_ Zip Code: 23117

Title: Owner

EVA Vendor ID or DUNS number SUP347618

Phone: (703) 403-3835

E-mail: david.lapan@gmail.com

Fax: (    ) N/A

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

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or contractor 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 General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.

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# **C3 COMMUNICATION ADVISORS**

a Service-Disabled Veteran-Owned Small Business

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## **PUBLIC RELATIONS SERVICES PROPOSAL**

**#V211-26-049**

*Submitted to:*

**Virginia Military Institute**

Lexington, Virginia

Prepared by C3 Communication Advisors

March 2026

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***Expertise Forged in Service. Counsel Delivered with Integrity***

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## **Executive Summary**

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*C3 Communication Advisors is prepared to serve as Virginia Military Institute's trusted strategic communication partner — bringing senior-level expertise, character, and integrity, and a proven track record to one of Virginia's and the nation's most distinguished institutions.*

Virginia Military Institute occupies a singular place in the landscape of American higher education. As the nation's first state-supported military college, VMI has shaped leaders of character for more than 185 years. Its mission — to produce leaders of unimpeachable character and integrity — is as relevant today as it has ever been.

Yet in an era of fragmented media, rapid-fire social platforms, and heightened institutional scrutiny, even the most storied institutions must communicate proactively, strategically, and with discipline. The question is no longer whether VMI needs a robust communication strategy — it is whether VMI has the right partner to execute one.

C3 Communication Advisors offers VMI that partnership. The firm name reflects the communication principles of Clear, Concise, and Compelling. As sole proprietor of a Service-Disabled Veteran-Owned Small Business, C3 is led by a seasoned communication professional with three decades of experience and deep roots in military culture, government, and media relations, including rapid-response media support. As such, C3 is uniquely positioned to serve VMI's needs now and in the future. We understand the Institute's values, its audiences, and the environment in which it operates — and we know how to craft strategic communication strategies and messaging that honor VMI's heritage while advancing its future.

C3 will partner with VMI's Office of Communication & Marketing and in-house communication offices, as well as Thompson/VML and outside firms, to ensure consistency and alignment in all communication activities.

This proposal responds directly to VMI's stated communication needs and outlines how C3 will deliver results across every critical area — from strategic counsel and messaging to media relations, crisis management, thought leadership, influencer and social media support, and rigorous performance measurement.

## **Understanding VMI's Communication Environment**

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*Before prescribing solutions, C3 begins by understanding the institution: its mission, its stakeholders and key audiences, and the unique challenges — and opportunities — it faces.*

VMI is not a conventional university, and it should not be served by a conventional communication strategy. The Institute operates at the intersection of higher education, military tradition, state government, and national public life. Its stakeholders and key audiences include the Corps of Cadets, alumni spanning generations of service, the Virginia legislature and

Governor's office, the Department of Defense, national media, prospective students and their families, and the citizens of the Commonwealth.

This complexity demands a communication approach that is simultaneously principled and adaptive — one that articulates VMI's enduring values while responding nimbly to evolving narratives and emerging threats. C3 brings exactly that combination.

We recognize that VMI has navigated periods of intense public scrutiny and that its leadership is committed to strengthening the Institute's communication posture for the long term. C3 is prepared to be the steady, experienced partner that makes that happen — supporting the Superintendent, senior staff, communication offices, and institutional leadership at every level.

## Plan and Methodology for Providing Goods/Services in SoN (Sect. V.)

*C3 will deliver comprehensive communication support across all areas identified in VMI's statement of needs by a senior advisor with direct, relevant experience and a track record of success.*

Service Area	Scope of Support
<b>Strategic Counsel &amp; Messaging Development</b>	Developing and refining VMI's institutional narrative, key messages, and strategic communication framework to ensure coherent, compelling communication across all audiences and channels.
<b>Media Relations (Local &amp; National)</b>	Proactive and responsive engagement with local Shenandoah Valley and Richmond outlets and national media to elevate VMI's profile, help manage press inquiries, and position the Institute as a leader in leader development and higher education..
<b>Crisis &amp; Reputation Management</b>	Active counsel and structured response protocols for reputational threats, adverse media, and institutional crises — protecting VMI's standing with cadets, alumni, legislators, and the public.
<b>Content Development &amp; Thought Leadership</b>	Creating high-quality content — op-eds, white papers, speeches, feature stories, and digital assets — that advance VMI's mission and establish institutional voices as authoritative leaders in their fields.
<b>Influencer &amp; Stakeholder Engagement</b>	Strategic outreach to key influencers, policy leaders, alumni networks, and community stakeholders who shape public perception, recruitment/admissions, and legislative support for VMI.
<b>Social Media Support</b>	Platform strategy, content planning, community management, and rapid-response support across VMI's social media presence to grow engagement and protect institutional voices online.
<b>Measurement &amp; Reporting (KPIs)</b>	Rigorous setting and tracking of performance metrics, media analytics, sentiment analysis, and campaign outcomes — delivered through regular reporting tied to VMI's defined communication objectives.

### 1. Strategic Counsel & Messaging Development

Effective communication begins with a clear, consistent, and compelling institutional narrative. C3 will work directly with VMI's senior leadership — including the Superintendent and key leaders — to develop and codify VMI's strategic messaging architecture. This includes defining core messages, supporting points, and audience-specific adaptations for the Corps, alumni, legislators, media, and the general public.

C3 will facilitate structured messaging workshops, review existing communications for alignment, and produce a living Message Architecture Document that guides all VMI communication — ensuring every spokesperson, every press release, and every public

Sect. V (cont.)

statement reinforces a unified institutional voice. All communications-related work must be coordinated and aligned to support the core strategy.

- Core message and narrative development aligned with VMI's mission and strategic priorities
- Audience segmentation and tailored messaging for cadets, alumni, legislators, media, and families
- Spokesperson preparation and talking point development for senior leaders
- Communication policy guidance and message discipline protocols

## **2. Media Relations — Local & National**

VMI deserves a proactive, disciplined media strategy — not a reactive one. C3 will build and manage robust relationships with journalists, editors, and producers at local Shenandoah Valley and Richmond area outlets as well as national media covering higher education, military affairs, and leadership development.

C3 has extensive experience in media relations across all forms – print, television, radio, online, trade – spanning local, regional, national, and international media outlets.

Our approach combines story generation — identifying and pitching the compelling stories within VMI's daily life — and facilitating rapid, expert response to incoming media inquiries. We will serve as senior advisor, providing direct support to VMI's communications staff (university, alumni, and admissions), augmenting internal capacity and bringing senior-level judgment to press interactions.

- Proactive media outreach and pitching to local, regional, and national outlets
- Press inquiry triage and response support for VMI's Office of Communication & Marketing (OCM)
- Seek opportunities for media relationship development with defense, higher education, and Virginia-based journalists
- Broadcast and editorial board engagement strategy

## **3. Crisis Management & Reputation Management**

Institutional crises rarely announce themselves. C3 will prepare VMI to respond to reputational threats swiftly, confidently, and strategically — protecting the Institute's standing with every key audience when it matters most.

C3 will develop a comprehensive Crisis Communication Plan tailored to VMI's institutional context, including protocols for a range of scenarios — from cadet-related incidents and legislative challenges to national media investigations and social media storms. We will conduct tabletop exercises with VMI's leadership team and stand ready for real-time crisis support on a priority basis throughout the engagement.

Sect. V (cont.)

- VMI Crisis Communication Plan development and annual review
- Tabletop exercise facilitation for senior leadership and OCM teams
- Real-time crisis counsel and 24/7 advisory availability during active situations
- Post-crisis assessment and reputation repair strategy

#### **4. Content Development & Thought Leadership**

The most powerful communication VMI can produce is not reactive press response — it is proactive, authoritative content that positions the Institute and its leaders as essential voices in national conversations about military education, character development, and service.

C3 will develop a content strategy and assist with production of high-quality content that advances VMI's thought leadership profile. From op-eds placing the Superintendent's voice in national and state publications to feature stories highlighting cadet achievements and faculty expertise, C3 will build a steady drumbeat of compelling content that shapes how VMI is understood by the audiences that matter most.

- Op-ed development and placement for VMI senior leaders in target publications
- Feature story development for VMI's owned channels and external media pitching
- Speech writing and presentation development for the Superintendent and key leaders
- White papers and policy briefs on topics relevant to VMI's mission

#### **5. Influencer & Stakeholder Engagement**

VMI's reputation is shaped not only by journalists but by a broader ecosystem of influencers and stakeholders — alumni leaders, Virginia legislators, Department of Defense officials, higher education associations, veterans' organizations, and community partners in the Shenandoah Valley and Commonwealth of Virginia.

C3 will map VMI's stakeholder universe, identify high-priority relationships, and develop a structured engagement strategy that keeps VMI's allies informed, activated, and vocal in support of the Institute's mission. We will also identify emerging voices — social media influencers, podcasters, and subject matter experts — whose platforms can amplify VMI's narrative to new audiences.

- Stakeholder mapping and relationship prioritization across legislative, alumni, defense, and community audiences
- Support alumni influencer identification and activation strategy
- Partnership development with veterans' organizations and defense-aligned entities
- Influencer outreach and content collaboration for targeted demographic audiences

Sect. V (cont.)

## 6. Social Media Support

VMI's social media presence is a direct window into the life of the Institute — and a platform that requires strategic management, consistent voice, and rapid-response capability. C3 will support VMI's social media operations with strategic planning, content development, and monitoring support across all major platforms.

Our social media support is built around VMI's existing team, augmenting internal capacity rather than replacing it. We will help develop platform-specific strategies, review content calendars, provide real-time guidance during sensitive moments, and assist VMI staff to operate with greater confidence and discipline online.

- Platform strategy development for Instagram, Facebook, X (Twitter), LinkedIn, and YouTube
- Social listening and monitoring for brand mentions, sentiment shifts, and emerging narratives
- Real-time guidance and response support during sensitive or high-visibility events
- Staff assistance and social media protocol development for VMI communications team

## Measurement, Reporting & Key Performance Indicators

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*C3 is committed to transparent, data-driven accountability. Every service area is tied to measurable outcomes, reported regularly and analyzed for continuous improvement.*

Effective communication is not just a matter of activity — it is a matter of outcomes. We prioritize Measures of Effectiveness (MoE) over Measures of Performance (MoP). C3 will establish a rigorous measurement framework at the outset of the engagement, defining baseline metrics, setting targets, and tracking performance against VMI's stated objectives throughout the contract period.

Performance data will be compiled into monthly reports and delivered to VMI's designated point of contact, with quarterly executive briefings summarizing trends, challenges, and strategic recommendations. C3 believes in full transparency: if a strategy is not working, we will say so — and propose an alternative.

Key Performance Indicator	Measurement Approach
Media Coverage Volume	Total earned media placements — local, regional, and national — per reporting period, tracked by tier and outlet type.

<b>Message Penetration</b>	Percentage of media coverage that accurately reflects VMI's approved key messages and institutional narrative.
<b>Share of Voice</b>	VMI's media presence, benchmarked against comparable military colleges and regional peer institutions.
<b>Social Media Engagement</b>	Follower growth, engagement rate, reach, impressions, and community interactions across all managed platforms.
<b>Crisis Response Time</b>	Time-to-response for emerging media inquiries and reputational issues — measured against established protocols.
<b>Content Performance</b>	Reach, engagement, and downstream media pickup for owned content including op-eds, thought leadership pieces, and press releases.
<b>Quarterly Reporting Cadence</b>	Comprehensive performance reports delivered monthly with executive summaries, trend analysis, and strategic recommendations.

### Reporting Structure

C3 will deliver the following reporting products on a regular cadence:

- **Monthly Media Report:** Coverage volume, outlet breakdown, sentiment, message pull-through, and social media performance metrics
- **Quarterly Executive Report:** Strategic overview of all KPIs, trend analysis, stakeholder engagement summary, and forward-looking recommendations
- **Crisis After-Action Reports:** Following any significant reputational event, a structured review of response effectiveness, lessons learned, and protocol updates
- **Annual Communication Assessment:** Comprehensive year-end evaluation benchmarked against baseline and industry peers, with recommendations for the coming year's strategy

### Why C3 Communication Advisors for VMI

*VMI deserves an experienced communication partner who understands not just the craft of communication — but the culture, values, and institutional weight of an institution like VMI.*

C3 Communication Advisors (EIN 87-2357082) was registered with the Virginia State Corporation Commission on July 25, 2021. It is a Service-Disabled Veteran-Owned Small Business. This is not merely a contracting designation — it reflects the background, values, and mission-orientation of our entire team. We have served. We understand sacrifice. And we approach every client engagement with the discipline, accountability, and commitment to mission that military service instills.

For an institution like VMI — whose very identity is bound to military service and the development of leaders of character and integrity — partnering with an SDVOSB is not simply a

contracting preference, it's a statement of values. C3 is proud to stand alongside VMI in that commitment.

## Key Personnel (Sect. VI, B 3,4)

C3 is led by David Lapan, a retired Marine Corps colonel and Public Affairs Officer with more than three decades of strategic communication and media relations experience at the highest levels of the Departments of Defense, Homeland Security, and Veterans Affairs. While on active duty, Lapan served as Pentagon spokesman and advisor to several Secretaries of Defense, the 18th Chairman of the Joint Chiefs of Staff, the Commandant of the Marine Corps, the commander of the International Security Assistance Force (ISAF) and multinational forces in Iraq and Haiti. After his military retirement, he served as deputy assistant secretary and press secretary to the Secretary of Homeland Security, vice president of communications for the Bipartisan Policy Center, and as senior advisor for enterprise communications to the Undersecretary for Benefits, Department of Veterans Affairs.

Lapan formed C3 Communication Advisors in 2021 and has provided strategic communication guidance, advice, planning and media relations expertise to diverse clients including the Partnership for Public Service, the American Legion, several military and veteran-related nonprofits, and other SDVOSBs.

He also serves on the advisory council for the Military Family Research Institute at Purdue University.

★	<b>Veteran Leadership Ethos</b>	C3's principal understands the culture, values, and institutional character of VMI in ways civilian firms cannot. We speak the language of duty, honor, and service — and we know how to translate that into compelling public narratives.
★	<b>SDVOSB Mission Alignment</b>	As a Service-Disabled Veteran-Owned Small Business, C3 shares VMI's commitment to the nation's defense and to developing leaders of character. Our work is driven by mission, not margin.
★	<b>Senior-Level Access, Always</b>	Every engagement is led by an experienced senior communicator who brings strategic judgment — not templated outputs.
★	<b>Crisis-Proven Counsel</b>	Our senior advisor has managed communication in high-stakes military, governmental, and institutional environments. We are calm under pressure, decisive, and protective of the institutions we serve.
★	<b>Integrated Strategy</b>	C3 delivers a seamless connection between strategic messaging, media engagement, digital presence, and measurement — ensuring VMI's communication is coherent, consistent, and effective across every channel.
★	<b>Deep Network</b>	C3 maintains strong relationships with national defense media, higher education journalists, policy influencers, and Beltway stakeholders — giving VMI unmatched reach when it matters most.

## **Proposed Engagement Approach**

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*C3 recommends a phased, integrated engagement that builds strategic foundations before expanding into full operational support.*

### **Phase 1 — Foundation (Days 1–60)**

C3 conducts a comprehensive communication audit of VMI's current messaging, media presence, social media performance, and stakeholder landscape. We develop the Strategic Messaging Architecture, draft the Crisis Communication Plan, establish baseline KPIs, and brief VMI leadership on our findings and recommendations.

### **Phase 2 — Activation (Days 61–120)**

C3 launches proactive media relations, initiates content development, activates stakeholder engagement protocols, and begins social media support operations. Monthly reporting commences. Tabletop crisis exercise is conducted with VMI's leadership team.

### **Phase 3 — Full Operations (Month 5 Onward)**

C3 operates as VMI's fully integrated communication partner across all service areas — providing ongoing counsel, media support, content production, social media management, crisis readiness, and monthly performance reporting. Strategy is reviewed and refined quarterly based on performance data and institutional priorities.

## **Proposed Costs (Sect. VI, B8)**

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C3 proposes a scaled monthly retainer of \$7,500 to \$10,000 per month, respectively, based on 60 to 80 hours per month, as required by the work in the Statement of Needs. An adjusted monthly retainer could align with the proposed phases, with more support hours required in the initial phases, then fewer hours (and a lowered retainer) once full operations begin. Reimbursement for travel and lodging expenses with periods in Lexington, Richmond, or other locations as requested, would match standard government rates. Such reimbursement requests would be submitted by C3 monthly, not later than five days into the following month.

## **Additional Information**

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Sect. VI, A2c: C3 Communication Advisors' leader and key personnel has extensive experience in each applicable category of service in the Statement of Needs which pre-dates the five-year requirement in Attachment D: References. In addition, C3's work over the past five years was bifurcated by 18 months in government service at the U.S. Department of Veterans Affairs between July 2024 and February 2025.

Sect. VI, B6: Offeror has no Small Business Subcontracting Plan at this time as C3 Communication Advisors will complete all work as proposed. However, if additional personnel are needed for surge capacity, primary consideration will be given to small businesses owned by women, minorities, or veterans.

Sect. VI, B7: C3 Communication Advisors has had no sales with any VASCUPP member institutions.

On behalf of C3 Communication Advisors, we are grateful for the opportunity to propose our services to Virginia Military Institute. We hold the Institute in the highest regard and would be honored to serve in support of its mission.

## **C3 COMMUNICATION ADVISORS**

*a Service-Disabled Veteran-Owned Small Business*

*Expertise Forged in Service. Counsel Delivered with Integrity.*

*This proposal is confidential and prepared exclusively for Virginia Military Institute.  
For purposes of FOIA, there is no C3 Communication Advisors proprietary information in this proposal.*

# DAVID LAPAN

703-403-3835 | [david.lapan@gmail.com](mailto:david.lapan@gmail.com)

[LinkedIn.com/in/david-lapan-0ba5151b](https://www.linkedin.com/in/david-lapan-0ba5151b)

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## SENIOR STRATEGIC COMMUNICATION ADVISOR

**Government | Nonprofits | National Security**

**Clear, concise, compelling communications**

For more than twenty years, I've had the honor of delivering strategic leadership, public affairs, media relations, enterprise communications across government, nonprofit, and private industries.

I've had tremendous opportunities serving in senior leadership and communication positions, directly advising senior military and civilian leaders in complex organizations. My deep experience in strategic planning, media relations, communication planning, and crisis communication has allowed me to deliver results, lead change, and motivate diverse staffs across the largest, most visible agencies in the world.

<b>Strategic Communication</b>	<b>Signature Communication Qualifications</b>	
<b>Media Relations</b>	<b>Crisis Communication</b>	<b>Public Affairs</b>
<b>Spokesperson</b>	<b>Senior Leader Advising Leadership</b>	<b>Communication Planning</b>
<b>Risk Assessment</b>	<b>Coaching &amp; Mentoring</b>	<b>Marketing &amp; Branding</b>
		<b>Stakeholder Engagement</b>

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## PROFESSIONAL EXPERIENCE

**C3 COMMUNICATION ADVISORS** | Alexandria, VA | *Privately owned strategic communication and advising firm* 2021 – Present  
Founded and led a service-disabled veteran-owned small business providing expert advice and guidance to individuals, government agencies, and organizations on strategic and crisis communications.

**DEPARTMENT OF VETERANS AFFAIRS** | Washington, DC | *2nd largest government agency, managing benefits for veterans* 2003 – 2021

### **Senior Advisor, Enterprise Communications – Veterans Benefits Administration (VBA)**

Serve as senior advisor to the Undersecretary of Benefits and the Principal Deputy Undersecretary, overseeing enterprise communications across the headquarters and 56 regional offices with 34,000 staff members. VBA delivers benefits to more than 6 million Veterans and beneficiaries.

- **Communication Leadership:** Most senior communications executive in VBA, advising senior leaders on all aspects of enterprise communications and mentoring the Office of Communication staff.
- **Strategic Communication Planning:** Created a holistic communication strategy and plan to guide enterprise communication efforts and initiatives in support of the Undersecretary's priorities, including full implementation of the PACT Act, providing benefits and services to veterans exposed to toxins during their military service.
- **Organization Transformation:** Initiated a functional review of all VBA communication activities as well as a detailed analysis of current communications functions and structure to improve veterans' trust and accomplish VBA's mission of delivering their earned benefits.
- **Results Driven:** In addition to ensuring the Office of Communication was properly staffed and structured to achieve results, initiated efforts to include metrics and measurement tools in all communication plans to set objectives, measure success, and adjust, as needed, to achieve desired outcomes.
- **Communication Strategy:** Developed and advised several nonprofit clients with communication strategy and plans to achieve their organizational goals and objectives.

## DAVID LAPAN

703-403-3835 | [david.lapan@gmail.com](mailto:david.lapan@gmail.com)

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- **Employee Relations:** Introduced proactive employee relations and communications programs to resolve pre-labor and management issues and restore the credibility and employee-centric focus of the HR organization.
- **Program Development:** Advised and assisted the Partnership for Public Service in establishing a "round table" for assistant secretaries of Public Affairs across federal government agencies to improve cross-agency information-sharing, lessons learned, and professional development.
- **Project Management:** Developed project-focused communication plans and strategies for events to assist nonprofits with brand awareness or improvement, thought leadership, and policy initiatives.

### **BIPARTISAN POLICY CENTER** | Washington, DC | *Public policy think tank* **Vice President – Communications**

2017 –

Provided executive leadership, direction, and vision to a bipartisan policy think tank that promotes health, security, and opportunity for Americans. In a key role on the executive team, directed the full scope of communications programs including media relations, media, and 90+ events annually.

- **Policy Promotion:** Using the full range of communication tools and capabilities, effectively promoted the organization's policy work on topics ranging from national security to governance, healthcare to immigration, education to economic policy and several others.
- **Team Building:** Led diverse, 13-person staff; established vision and clear performance expectations. Assessed existing levels and provided specific developmental opportunities to help employees grow. Conducted a workforce analysis and built the business case to justify the hiring of additional staff; recruited and onboarded new employees (including director-level personnel). Restructured the Communications team, improving enterprise communications and enhancing BPC's brand and reputation.
- **Media Relations:** Significantly increased earned media for the organization—in both media mentions and appearance on top media outlets. For example, mentions of BPC in media reports during the 3 months leading to the 2020 presidential election were 10 times that of a similar period during the 2016 election cycle.
- **Financial Management:** Demonstrated resource savviness; planned, justified, and executed \$1.5M operating budget. Oversaw the critical communications strategy and plan for new \$1M grant; directed team in development of communication goals for grant-funded focus groups and polls, developed strategic messaging, and created media strategies with high results.

### **DEPARTMENT OF HOMELAND SECURITY** | Washington, DC | *3rd largest federal government department* **Deputy Assistant Secretary/Press Secretary**

2017

Selected for political appointment to serve as Chief Spokesperson for the Department of Homeland Security and press secretary to the Secretary of Homeland Security. Developed and launched complex communications strategies to reflect the Secretary's priorities and the Department's goals.

- **Communication Strategy:** Identified effective, innovative strategies to communicate Department initiatives and policies, including the development of a series of regular, on-the-record briefings with the reporters covering DHS issues. The success of this overall strategy resulted in the development of communication plans for specific initiatives and policies, including infrastructure security, election security, immigration enforcement, response to natural disasters, and overarching homeland security and national security issues.
- **Internal Communications:** Successfully implemented an effective internal communication program aimed at the continual delivery of information to employees and enhancement of employee engagement. Focus on Secretarial messaging to ensure employees were notified of major initiatives and efforts before public release.
- **Media Engagement:** Lead DHS spokesperson, including national- and international-level multimedia engagements, with responsibility for planning, directing, and managing high-level Department communications and public relations programs and events. First DHS press secretary to hold bi-weekly press briefings. These became an effective approach to get DHS messages to key audiences, to respond to questions, and to demonstrate a level of transparency with the press and public.











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

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

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  - d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
  - e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
  - f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this

contract.

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

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

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

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

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

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

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

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

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

#### **J. PAYMENT:**

##### **1. To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public

agency is being billed.

- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The B-3 provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

**2. To Subcontractors:**

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

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the

obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways: 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. B-4

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

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

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

R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article

desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

- S. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

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

**Profession/Service Limits**

Accounting \$1,000,000 per occurrence, \$3,000,000 aggregate Architecture \$2,000,000 per occurrence, \$6,000,000 aggregate Asbestos Design, Inspection or

Abatement Contractors \$1,000,000 per occurrence, \$3,000,000 aggregate Health Care Practitioner (to include Dentists,

Licensed Dental Hygienists, Optometrists, Registered Or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors,

Hospitals, or Health Maintenance Organizations) *Code of Virginia § 8.01-581.15*

Insurance/Risk Management \$1,000,000 per occurrence, \$3,000,000 aggregate  
Landscape/Architecture \$1,000,000 per occurrence, \$1,000,000 aggregate Legal \$1,000,000  
per occurrence, \$5,000,000 aggregate Professional Engineer \$2,000,000 per occurrence,  
\$6,000,000 aggregate Surveying \$1,000,000 per occurrence, \$1,000,000 aggregate

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

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

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

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

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

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

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

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

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

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

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

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

Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

Z. **SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY:** This solicitation is set-aside for DSBSD-certified small business participation **only when designated “SET-ASIDE FOR SMALL BUSINESSES” in the solicitation.** DSBSD-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Small Business and Supplier Diversity. DSBSD-certified women- and minority-owned businesses are also considered small businesses when they have received DSBSD small business certification. Small businesses must be certified by DSBSD not later than the solicitation due date.

AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

BB. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

CC. **CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

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

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

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

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

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

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

END GENERAL TERMS & CONDITIONS