INTENT TO PARTICIPATE
NASPO ValuePoint Cooperative Contract(s) for
Security & Fire Protection Solutions
By the Commonwealth of Virginia
("Commonwealth" or "CoVA" or "Participating State")
With the State of Nevada as "Lead State"
Request for Proposal (RFP) Solicitation # 3407

I. PURPOSE

The purpose of this Intent to Participate ("ITP") is to provide members of the National Association of State Procurement Officials ("NASPO") with the opportunity to participate in multi-state cooperative contract(s) for the provision of Security & Fire Protection Solutions. Solutions are deemed by the Commonwealth to include all Systems, Services and Products that are integral or peripheral to the provision of such Solutions.

Systems, Services and Products sought through this solicitation are described by, but not limited to, the following NIGP Commodity Codes: 34000 (Security & Fire Protection Services); 68002 (Access Control Systems & Security Systems); 92584 (Security Systems; Intruder and Smoke Detection); 93633 (Fire Protection Equipment and Systems), and; 99000 (Security, Fire, Safety, and Emergency Services).

The procurement and resulting contract(s) for these Services are being developed and led by the State of Nevada ("Lead State").

II. SCOPE OF THE CONTRACT(S)

The Lead State is authorized by the NASPO Cooperative Purchasing Organization, and the Commonwealth as a Participating State, to act as the lead procurement officer in developing one or more multi-state cooperative master contracts with qualified, responsible, and responsive Offerors for the provision of Security & Fire Protection Solutions.

The resulting contracts will be permissive contracts and available for the use by the Participating States.

It is the intent of the Commonwealth to participate in this joint procurement for Security & Fire Protection Services through NASPO in order to obtain the most optimal cost savings and/or reductions in administrative expense for the overall benefit for the Commonwealth, and all of its Public Bodies. Additionally, and consistent with Virginia Code § 2.2-4300, the Commonwealth's intent is also to help ensure that all qualified vendors have access to public business and that no Offeror be arbitrarily or capriciously excluded, and that competition is sought to the maximum feasible degree.

Subject to the execution of any future Participating Addendum ("PA") by the Virginia Department of General Services ("DGS"), any subsequent contract that may be awarded as a result of this RFP may be made available for the benefit and use by any or all Commonwealth of Virginia state agencies, institutions of higher education, or any other public body, as defined in § 2.2-4301 entitled "Definitions" and § 2.2-4304 entitled "Joint and cooperative procurement" of the Virginia Public Procurement Act (VPPA). Further, any such contracts resulting from this RFP may also be made available for use by certain charitable corporations and private nonprofit 501(c)(3) institutions of higher education, chartered in Virginia, and as allowable pursuant to Virginia Code 2.2-1120. Collectively, all aforementioned Commonwealth parties are to be referred to in the aggregate hereinafter as "Authorized Users".

To ensure maximum transparency and public access to the Commonwealth's procurement activities and opportunities, and consistent with Virginia Code § 2.2-1110, all Authorized Users shall be required to submit all orders directly with a contractor through the Commonwealth's central electronic procurement website, and details for this will be delineated in the ordering instructions of the Commonwealth's Participating Addendum.

Administrative Fee

A NASPO ValuePoint administrative fee of one-quarter of one percent (0.25%) will be assessed centrally for purchases made under any resulting contract. The Commonwealth will add a nominal administrative fee at such time that any Participating Addendum (PA) may be negotiated, together with the detailed processes for managing, administering, and recording such fee payments.

III. CONTRACT TERM

The initial term for any Master Agreement is anticipated to be for two (2) years from date of award ("Initial Term") with options by the Lead State to renew the Agreement for up to three (3) additional one (1) year successive periods.

IV. SOLICITATION AND CONTRACT DEVELOPMENT / ADDITIONAL INFORMATION

The solicitation and contract development will be accomplished in conformance with the NASPO ValuePoint Process Guide and the NASPO Memorandum of Agreement for the NASPO cooperative purchasing program, incorporated herein by reference.

Solicitation Publication Period: Offerors will be given at least forty (40) days after publication to submit proposals. Details will be contained in the most recent relevant RFP or RFP Amendment documents issued by the Lead State.

Solicitation Type and Evaluation Criteria: The RFP will be issued and evaluated in accordance with the NASPO Cooperative Purchasing Organization guidance, and the procurement laws and rules of the Lead State by a sourcing team comprised of members from several US states.

Award(s): The solicitation will permit multiple awards.

Participating State Annual Estimated Volume: The Commonwealth does not currently have a contract for Security & Fire Protection Services contract so no estimated contract ordering or dollar volume information is available.

Local government expenditures are unknown.

V. REQUIRED COMMONWEALTH OF VIRGINIA CONTRACTUAL PROVISIONS

The Commonwealth requires the use of the following contractual terms and conditions in the solicitation, and it reserves to right to add any other needed terms and conditions at the appropriate time that any PA is negotiated.

These contractual terms and conditions shall be applicable to any Offeror and are required for the Commonwealth or any Commonwealth Authorized User's participation in any joint or cooperative procurement that conducted by another state.

A. VIRGINIA PUBLIC PROCUREMENT ACT

The Virginia Public Procurement Act ("VPPA", § 2.2-4300 et seq. of the Code of Virginia), including Article 6 (*Ethics in Public Contracting*), shall apply to any contract entered into between a vendor and a Virginia public body under this solicitation.

B. 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 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 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, in addition to any other available remedy.

C. NON-DISCRIMINATION

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 other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
   b.) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
   c.) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.
3. In accordance with Section 2.2-4343 of the Code of Virginia, public bodies do not discriminate against faith-based organizations, or against any bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by Virginia law.

D. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering into a written contract with the Commonwealth of Virginia, the contractor certifies that it does not, and shall not, during the performance of this contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

E. DEBARMENT STATUS

By participating in this contract, the contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods or services covered by this contract. The contractor further certifies that it is not debarred from filling any order or accepting any resulting order, and that it is not an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

F. DRUG-FREE WORKPLACE

During the performance of this contract, the contractor agrees to:

1. provide a drug-free workplace for its employees;
2. 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;
3. 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
4. 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.
5. 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.

G. ASSIGNMENT OF CONTRACT

Contracts and purchase orders with Virginia Authorized Users shall not be assignable by the contractor in whole or in part without the written consent of that Authorized User.

H. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS

A contractor providing goods or services to the Commonwealth of Virginia shall participate in the Commonwealth's Internet e-procurement solution, hereinafter referred to as "eVA," by completing the free eVA Vendor Registration at www.eva.virginia.gov. All contractors must register in eVA and pay the Vendor Transaction Fees specified below, or any such future fee in effect at the time an order is received, before they may fulfill an order for a Commonwealth Authorized User. Vendor transaction fees are currently established as follows:

1. DSBSD-certified Small Businesses*: 1%, capped at $500 per order;
2. Businesses not DSBSD-certified Small Businesses: 1%, capped at $1,500 per order.

* Virginia Department of Small Business and Supplier Development, http://www.sbsd.virginia.gov/

I. PAYMENT

1. To Prime Contractor:
   a.) Contractor shall submit invoices for items ordered, delivered and accepted directly to the payment address shown on the purchase order or contract. All invoices shall show the state contract number, purchase order number, and social security number (for individual contractors) or federal employer identification number (for proprietorships, partnerships, and corporations).

   b.) Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (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 body 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, final payment in full is contingent on a determination that all invoiced charges are reasonable. Charges that 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 or applicable Authorized User 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 provisions of this section do not relieve a Commonwealth state agency or agency of local government of its prompt payment obligations with respect to those charges that 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 subcontractors within seven (7) days of the contractor's receipt of payment from the Commonwealth or applicable Authorized User, for the proportionate share of the payment received for work performed by the subcontractors under the contract; or

      2. To notify the Commonwealth or applicable Authorized User 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 subcontractors interest at the rate of one percent (1%) per month (unless otherwise provided in this contract) on all amounts owed by the contractor that remain unpaid seven 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 or applicable Authorized User.

J. MODIFICATIONS

This contract may be modified in accordance with §2.2-4309 of the Code of Virginia. No modifications shall be effective unless it is in writing and signed by the duly authorized representative of the Commonwealth. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing. Any contract issued on a firm-fixed-price basis may not be increased more than twenty five percent (25%) or $50,000.00 whichever is greater, without the approval of the Governor of Virginia or his authorized designee. In no event may the amount of the contract be increased without adequate consideration. The unauthorized approval of a modification cannot be the basis of a contractual claim as set forth in § 2.2-4363.

K. APPLICABLE LAWS AND COURTS

This contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without reference to its choice of law rules. Any litigation involving a Virginia public body shall be brought in the Circuit Court for the City of Richmond, Virginia. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

L. VENDORS MANUAL

This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the Vendors Manual is available for at the purchasing office or accessible online at www.eva.virginia.gov under the "*I Sell to Virginia*" tab.

M. ALTERNATIVE DISPUTE RESOLUTION

The Commonwealth or Authorized User and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual.

N. ETHICS IN PUBLIC CONTRACTING

By fulfilling an order placed by a Commonwealth Authorized User, the contractor certifies that they have not engaged in collusion or fraud in relation to any aspect of this contract, or its contract with the lead state or other entity that conducted the procurement upon which this contract is based, and that it has not offered or received any kickbacks or inducements to or from any other bidder, offeror, supplier, manufacturer, or subcontractor in connection with this contract or procurement. The contractor also certifies that it has not conferred on any public employee having 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.

O. SECTION 508 COMPLIANCE

As applicable, all information technology purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision under this contract (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this section, along with the Non-Visual Access to Technology Clause, shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the Code of Virginia.

P. NON-VISUAL ACCESS

As applicable, all Technology that may be acquired under a contract shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of the contract:

1. Effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
2. The Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
3. Nonvisual access Technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
4. The Technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
5. Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that
    a.) The Technology is not available with nonvisual access because the essential elements of the Technology are visual, and
    b.) Nonvisual equivalence is not available.
6. Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications, programs, and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices. If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration. The requirements of this section shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the Code of Virginia.

Q. SECURITY REQUIREMENTS – VIRGINIA INFORMATION TECHNOLOGIES AGENCY ("VITA")

As applicable, Contractor certifies and warrants that all Products and Services provided pursuant to the Agreement shall conform to all applicable federal, state and local laws and regulations governing

data security and the operations that govern these Products and Services. Such conformance specifically includes the Information and Data Security Policies, Standards, and Guidelines issued by the Commonwealth through the Virginia Information Technologies Agency (VITA) as delineated at the following, or any then-current, URL: http://www.vita.virginia.gov/default.aspx?id=537 or any other information technology or Sensitive Data security requirements established by VITA and pertinent to the Products and Services.

Should an Authorized User have or establish additional security procedures pertinent to the Products or Services, then Contractor agrees to work with the Authorized User to ensure that Products or Services also conform to such requirements, as may be mutually agreeable between the Authorized User and the Contractor.

For any individual Authorized User location, security procedures may include, but not be limited to: background checks, records verification, photographing, and fingerprinting of Contractor's employees or agents. Contractor may, at any time, be required to execute and complete, for each individual Contractor employee or agent, additional forms which may include non-disclosure agreements to be signed by Contractor's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of confidential or Personal information by the Contractor or an employee or agent of Contractor shall constitute a breach of its obligations under this Section and the Contract.

Contractor shall immediately notify DGS and VITA points-of-contact (identified in the Participating Addendum that may be potentially executed at a later date), and the Authorized User point-of-contact identified in any Order, of any Breach of Unencrypted and Unredacted Personal Information, as those terms are defined in Virginia Code 18.2-186.6, or any other Sensitive Information, as defined herein and including, but not limited to, insurance data, social security number, date of birth, etc., which may be collected in the performance of the Contractor's Products or Services under this Agreement, or as may be provided to the Contractor by the Commonwealth or any Authorized User. Contractor shall provide the Commonwealth, through VITA, or any Authorized User, as applicable, with the opportunity to participate in the investigation of the Breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law.

Contractor shall indemnify, defend, and hold the Commonwealth, DGS, VITA, the Authorized User, or their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from the Commonwealth, DGS, VITA, the Authorized User, or their officers, directors, agents or employees, on account of the failure of Contractor to perform its obligations pursuant this Section.

To the extent applicable, and for any Contractor Services that may be agreed upon to be provided through any separate license agreement (Licensed Services), VITA shall have the opportunity and right to review Contractor's information security program prior to the commencement of such Licensed Services, and from time-to-time during the term of this Agreement.

During the performance of any such Licensed Services, and on an ongoing basis from time-to-time, VITA, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of

Contractor's information security program. In lieu of an on-site audit, and upon the request by VITA, Contractor agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by VITA regarding the Contractor's information security program. Contractor agrees that they shall implement any reasonably required safeguards as identified by any VITA information security program audit.

THE COMMONWEALTH RESERVES THE RIGHT TO NEGOTIATE ANY ADDITIONAL REQUIRED CONTRACTUAL PROVISIONS AT SUCH TIME THAT ANY PARTICIPATING ADDENDUM MAY BE EXECUTED, IF ANY, FOR THE USE OF ANY RESULTING CONTRACTS BY THE COMMONWEALTH.

For the Commonwealth of Virginia, Department of General Services, Division of Purchases and Supply (DGS/DPS):

3/24/2017
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State Contracting DPS Management Point-of-Contact

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To Be Determined
Statewide Strategic Sourcing Officer – Public Safety

(804) XXX-XXXX
Phone Email

Email the signed "Intent to Participate" document to: Shannon Berry, NASPO ValuePoint Cooperative Development Coordinator, sberry@naspovaluepoint.org.