



DEPARTMENT OF
GENERAL SERVICES

COMMONWEALTH of VIRGINIA

DIVISION OF PURCHASES and SUPPLY
1111 EAST BROAD STREET, 6th FLOOR, RECEPTIONIST/BID RECEIVING, RICHMOND, VA 23219

REQUEST FOR SEALED PROPOSAL (RFP) # E194-1922 TRAINING FOR PROCUREMENT PROFESSIONALS

NIGP Commodity Codes: 92416, 92435, and 92441

ISSUE DATE: May 29, 2015 • DUE DATE/TIME: July 16, 2015 – 1:00 P.M. EASTERN TIME

PROPOSALS RECEIVED AFTER THE DUE DATE AND TIME WILL NOT BE CONSIDERED

PROPOSALS WILL NOT BE ACCEPTED BY FAX OR EMAIL

DPS Statewide Strategic Sourcing Officer: Katherine Bosdell, CPPB, VCO

E-mail: katherine.bosdell@dgs.virginia.gov

USING AGENCIES: All Commonwealth of Virginia agencies, institutions of higher education, or other public bodies as defined in *Code of Virginia* §2.2-4301, to include private institutions of higher education chartered in Virginia as defined in *Code of Virginia* §2.2-1120, NASPO ValuePoint Participating Entities, and any other public bodies which may be added through amendment to any Agreement.

PROPOSALS THAT DO NOT MEET THE QUALITY STANDARDS REQUIREMENTS IN SECTION I.B "PURPOSE" MAY NOT BE CONSIDERED.

TERM: Two (2) year initial term with up to four (4) additional one-year renewal options.

PRE-PROPOSAL CONFERENCE: An Optional Pre-proposal Conference will be held at **2:00 P.M.** on **June 16, 2015**, at the Patrick Henry Building, 1111 East Broad Street, 6th Floor, Room 6031, Richmond, VA 23219. Potential Offerors who intend to submit a proposal are encouraged to attend in person or via teleconference. Any changes to the RFP will be issued in an amendment which must be signed and included in the Offeror's proposal. Refer to Section VI for information.

CLARIFICATION OF RFP: It is the Offeror's sole responsibility to 1) Contact DPS Statewide Strategic Sourcing Officer, Katherine Bosdell, **in writing**, with questions about the specifications or other solicitation documents **no later than 3:00 PM on July 6, 2015**. **Verbal requests for information will not be accepted.** Any revisions to the solicitation will be made only by amendment; and 2) Obtain all current information (i.e., amendments, notifications, extensions, changes or cancellation) from the eVA website <http://www.eva.virginia.gov> and clicking on "Solicitations, Quick Quotes and Awards." Refer to Section XVII.B.6 for information.

Contracts will be awarded to eVA registered vendors only. Refer to Attachment B Item 14 for registration information. Small, Women and Minority Owned (SWaM) Businesses must be certified by the Virginia Department of Small Business and Supplier Diversity and are encouraged to submit proposals in response to this solicitation. Obtain certification information at <http://www.sbsd.virginia.gov>.

AWARD POSTING: Upon the award or announcement of a notice to award a Contract as a result of this solicitation, the Commonwealth of Virginia through the Department of General Services, Division of Purchases and Supply, will publicly post such notice online at <http://www.eva.virginia.gov> for a minimum of ten (10) calendar days.

The undersigned hereby offers and agrees to furnish all goods and/or services in accordance with the attached signed proposal and the mandatory requirements outlined herein or as mutually agreed upon through subsequent negotiation.

Company Name: _____

Email: _____

Address: _____

Telephone: _____

City/State/ZIP: _____

Fax: _____

Signature: _____

Cell: _____

Printed Name: _____

eVA Vendor ID Number : _____

Title: _____

DSBSD Number (if applicable): _____

Date: _____

Vendor SCC ID Number: _____

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

RETURN OF THIS PAGE IS REQUIRED

**TRAINING FOR PROCUREMENT PROFESSIONALS
RFP# E194-1922**

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I. PURPOSE

- A. The Commonwealth of Virginia, Department of General Services, Division of Purchases and Supply (“Commonwealth” or “DGS” or “DPS”) is issuing this formal request for sealed proposal (“RFP”) # E194-1922 for the purpose of establishing one or more Master Ordering Agreements (“Master Agreement” or “Contract” or “Agreement”) to be established through competitive negotiation with experienced qualified firms for the provision of training services for public procurement professionals, consisting of training instruction, course customization, and course development, hereinafter referred to as “Services.” The initial term of the Agreement will be two (2) years with four (4) additional one-year renewal options.

Any Contract resulting from the RFP will be an optional use Agreement established and managed by the Commonwealth of Virginia as the Lead State. Services and course materials resulting from any contract awarded through this solicitation will be available on an “as-needed” basis under the same cost and terms and conditions agreed to in the Master Agreement to all Commonwealth state agencies, institutions of higher education, and other public bodies and entities authorized to use the Master Agreement, pursuant to §§ 2.2-4301 and 2.2-4304 of the *Code of Virginia*, including private institutions of higher education chartered in Virginia as defined in *Code of Virginia* §2.2-1120 and granted tax-exempt status under *Internal Revenue Code* §501(c)(3); and NASPO ValuePoint Participating State governments (i.e., departments, agencies, institutions, etc.) institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the U.S., and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions.

All authorized ordering entities described above are to be collectively referred to as “Participating Entities” or “Authorized Users.”

- B. **Proposals that do not meet the quality standards requirements listed below in sections 1 OR 2 MAY NOT BE CONSIDERED (Supporting documentation shall be included in the Offeror’s proposal response):**

1. Offeror must have at least one (1) of the following quality standards recognized by a continuing education program and submit documentation of certification/accreditation (i.e., certificate, memorandum of understanding, etc.) confirming that the Offeror is accredited to provide:
 - a. Continuing Education Units (CEUs) by the International Association for Continuing Education and Training (IACET); or
 - b. Professional Development Units (PDUs) for PMP® and PgMP®; or
 - c. Continuing Professional Education (CPE) by the National Association of State Board of Accountancy (NASBA).

OR:

2. If the Offeror does not have accreditation with a recognized continuing education organization, documentation shall be submitted demonstrating that **ALL** of the following standards are upheld by the firm:

#	DOCUMENTATION	STANDARDS
a	Purpose statement	Mission statement or goals describing commitment to continuing education
b	Job description of person responsible for compliance to quality assurance Organizational chart showing position in organization responsible for quality assurance	Evidence of a Quality Assurance Program
c	Instructional Design Model used for designing course offerings	An instructional design process that documents the relationship between needs analysis and planned learning outcomes
d	Sample training instructor's guide for a course offering	A learning design that has learning outcomes that are clear, specific, and measurable, and reflect the outcomes the learners will achieve in each learning event Instructional methods that support multiple learning styles and promote interaction between and among learners, training instructors and learning resources to achieve the stated learning outcomes
e	Job descriptions for instructional designers and training instructors	Planning and instructional personnel involved in the design, development, delivery, and evaluation of learning events are qualified to perform their assigned tasks
f	Administrative and policy procedures for professional development of staff responsible for learning event	Records of professional development for individuals who are involved in the design, development and delivery of learning events to ensure they remain current in subject matter, learning methods and appropriate certifications
g	Ethics policy	A policy that respects intellectual and legal property rights for any material used in its learning events

h	Measurement sample for a course	A process in place to assess whether learners have achieved the planned learning outcomes
i	Example showing what the learner receives after the successful completion of learning event. Recordkeeping procedures of learners taking courses from the Offeror	A process in place to identify and inform learners if they have met the established criteria for successful completion of the learning event
j	Example of client satisfaction survey of instructor and content. Review process for customer satisfaction results	A process in place to evaluate ratings for training instructors' skills and learning events as part of a continuous improvement process of learning events

II. DEFINITIONS

The following definitions apply to this solicitation. Additionally, [Attachment A](#) contains definitions of terms used in the NASPO ValuePoint Master Agreement Terms and Conditions and in this solicitation.

- **Contractor** means the person or entity delivering products or performing services under all contractual provisions stipulated under any Master Agreement(s) resulting from this RFP.
- **Department of Small Business and Supplier Diversity (DSBSD)** means the Commonwealth of Virginia agency dedicated to enhancing the participation of small, women- and minority-owned businesses in Virginia's procurement process.
- **eVA** means the Commonwealth of Virginia's Internet electronic procurement solution website portal <http://www.eva.virginia.gov> which streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with Commonwealth of Virginia state agencies and public bodies. Reference Attachment B Item 14 entitled "eVA Business-To-Government Vendor Registration, Contracts, and Orders" for important information on eVA. Obtain more information on eVA at www.eva.virginia.gov and click on "I Sell to Virginia".
- **Lead State** means the state that a) develops and issues the Request for Proposal (RFP); b) centrally manages the sourcing and negotiation process; c) awards the resulting contract(s), if any, which result from the sourcing process, and; d) manages or administers any resulting contract(s) thereafter, over the full term/s of any agreement(s). In this procurement the Lead State is the Commonwealth of Virginia and all questions, comments, or any other communication regarding this RFP shall be directed solely to the DPS Statewide Strategic Sourcing Officer named on the face of this solicitation.
- **Learner** means student or trainee registered in an instructional program or learning event.

- **Master Ordering Agreement** means the underlying agreement executed by and between the Commonwealth, acting on behalf of NASPO ValuePoint program, and the Contractor, as now or hereafter amended.
- **NASPO ValuePoint** is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia.
- **Offeror** means the company or firm submitting a proposal in response to this RFP.
- **Order** or **Purchase Order** means any eVA order, purchase order, sales order, contract, or other document used by a Participating Entity to order the products and services on the Master Agreement.
- **Participating Addendum** means a bilateral agreement executed by a contractor and a Participating Entity, which incorporates a Master Agreement resulting from this solicitation, and any other additional Participating Entity-specific language or any other requirements (e.g., ordering procedures, other terms and conditions, or other business practices that are specific to the Participating Entity).
- **Participating Entity** means a state, or other legal entity, properly authorized to enter into a Participating Addendum.
- **Participating State** means any state, the District of Columbia, or any of the territories of the U.S. that are listed in the RFP as intending to participate. A Participating State is not required to participate through execution of a Participating Addendum. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity.
- **Product** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to the Master Agreement(s). The terms products, supplies and services, and products and services are used interchangeably in this RFP.
- **Proposal** means the official written proposal submitted by an Offeror in response to this Request For Proposal.
- **Purchasing Entity** means a state, city, county, district, other political subdivision of a state, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.
- **Request for Proposal or "RFP"** means the entire solicitation document, including all parts, sections, exhibits, attachments, and amendments.
- **Small Business** means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the

management and daily business operations of the small business. (*Code of Virginia*, § 2.2-4310)

- **Sourcing Team** means a group comprised of subject matter experts and procurement experts from Participating Entities that are most likely to use any resulting Master Agreement(s).

III. OBJECTIVE

The objective of this RFP is to obtain the best value and achieve the most favorable pricing for all Services described herein. The savings realized by the Contractor in managing one comprehensive contract with a collective volume of purchases rather than numerous state and local entity contracts should result in the most attractive discounts available in the marketplace; therefore no Offeror, should expect that any proposal will be fully considered for any potential contract award unless the pricing structure and overall value offered through this RFP process is far more aggressive than any current or potential pricing structure and overall value provided to any other public or private entity, either individually or cooperatively.

While the primary purpose of this solicitation is to select an Offeror who can provide services for all Participating Entities, an Offeror is permitted to submit a proposal on more limited geographical areas, but not less than one entire state. An Offeror's proposal must clearly describe the geographical limits by state name if proposing a geographical area less than that of all of the Participating States. If an Offeror elects to submit a proposal for a single state, then the Offeror must be willing to provide Services to the entire state and will not be allowed to add additional states following award; however, a contractor may request adding states during the renewal process. The Commonwealth and the NASPO Valuepoint Sourcing Team, with the assistance of the relevant Participating States, may evaluate and select an Offeror for award in more limited geographical areas (e.g., a single state) when judged to be in the best interests of the Participating State(s) involved.

This RFP is designed to provide an interested Offeror with sufficient information to submit a proposal meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offeror is encouraged to expand upon the specifications to add service and value consistent with Participating Entities' requirements; therefore, any submitted proposal should:

1. Be fully complete;
2. Be comprised of leading edge business processes and practices;
3. Be demonstrably more effective and efficient than any current statewide processes; and
4. Consist of extremely aggressive pricing.

IV. LEAD STATE, SOLICITATION NUMBER AND CONTRACT ADMINISTRATOR

The Commonwealth of Virginia is the Lead State and issuing office for this solicitation and all subsequent amendments relating to it. The solicitation reference number is RFP# E194-1922. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

An Offeror and any interested persons shall direct all questions **in writing**, concerning the procurement process to the Lead State Contract Administrator including all technical requirements of the RFP, contractual requirements, requests for approval, change, clarification, the award process, and any other questions arising from this solicitation, and any resulting Master

Agreement(s), if any. The Commonwealth's DPS Statewide Strategic Sourcing Officer, identified below, is the Lead State Contract Administrator and single-point-of-contact during the entire procurement process and for any resulting contracts.

Katherine Bosdell, CPPB, VCO
DPS Statewide Strategic Sourcing Officer
Commonwealth of Virginia
Department of General Services, Division of Purchases and Supply
1111 East Broad Street
Richmond, VA 23219
Email: katherine.bosdell@dgs.virginia.gov
Phone: 804-786-2397

V. SCHEDULE OF EVENTS

The planned schedule of events for this solicitation is as follows and times listed are for the Eastern Time Zone:

- Solicitation Release: May 29, 2015
- Pre-Proposal Conference Participation
And Question Deadline: June 12, 2015 at 12:00 P.M.
- Pre-Proposal Conference: June 16, 2015 at 2:00 P.M.
- RFP Question/Answer Deadline: July 6, 2015 at 3:00 P.M.
- Closing Date: July 16, 2015 at 1:00 P.M.
- Anticipated Award Date: October 31, 2015

The above schedule is for planning purposes only and may be changed at the sole discretion of the Commonwealth at any time. In the event this schedule changes, the Commonwealth may post public notice of such a change on the Commonwealth's eVA e-Procurement website.

VI. PRE-PROPOSAL CONFERENCE

An optional Pre-proposal Conference will be held at **2:00 P.M.** on **June 16, 2015**, at the Patrick Henry Building located at 1111 East Broad Street, 6th Floor, Room 6031, Richmond, VA 23219. The purpose of this conference is to allow any potential Offeror an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance at this conference will not be a prerequisite to submitting a proposal, a potential Offeror is encouraged to attend in person or via teleconference. Any changes to the solicitation resulting from this conference will be issued in an amendment which must be signed and included in the Offeror's proposal. **Copies of the RFP will not be provided at the conference; therefore, participants should bring a copy for reference purposes.**

Teleconference participants must use the instructions provided below and are advised start dialing no later than 1:50 P.M. to ensure a telephone connection at the start of the teleconference. There will be no technical assistance available if a connection cannot be made.

1. Dial-in Number **866-842-5779**
2. When prompted, enter Conference Code **2935452878** followed by the # key

An email notification should be sent to katherine.bosdell@dgs.virginia.gov indicating participation will be in person or via teleconference no later than **12:00 P.M. on June 12, 2015**. Participants must allow ample time for parking, walking to the building and for security screening procedures. All visitors are required to enter the building through the Darden Garden entrance facing the State Capital (not the Broad Street entrance). When entering the Patrick Henry Building, visitors will be required to:

- Present a valid and current picture ID;
- Pass through metal detectors / security wands; and
- Permit all bags to be searched by Capital Police or security personnel.

No persons will be admitted into the pre-proposal meeting or teleconference after 1:05 P.M.

It is strongly encouraged that written questions are submitted in advance of the pre-proposal conference no later than **12:00 P.M. on June 12, 2015**.

VII. BACKGROUND INFORMATION - COMMONWEALTH OF VIRGINIA

The Commonwealth of Virginia is the twelfth most populous state in the U.S. and home to approximately eight million residents. Virginia is approximately 42,700 square miles, ranking it the 35th largest state. This area is comprised of five distinct regions: Tidewater, Piedmont, Blue Ridge Mountains, Valley and Ridge, and Appalachian Plateau. Virginia political subdivisions are organized into 95 counties and 38 independent cities which are considered to be county-equivalents.

The Pew Center on the States, Forbes Magazine and many other leading national organizations, have identified Virginia as one of the best-managed states in the nation as evidenced by its long-standing AAA bond rating. In recent years, USA Today and Forbes Magazine have ranked Virginia as *America's Top State for Business*. According to [Virginia Performs](#), considerable credit for this recognition is a result of the state's commitment to enterprise-level performance management, accountability, and transparency to ensure the best use of public resources, and to oversee the major administrative functions of state government, which includes the procurement of all needed goods and services. Virginia is committed to business-first values at all levels of government, providing easy access to global markets, and offering stability with low operating costs.

For FY14, total expenditures for the Commonwealth's state government exceeded \$44 billion with orders of over \$7 billion processed through Virginia's e-Procurement website, "eVA" for all categories of goods and services. These orders were submitted primarily by state government and institutions of higher education, but there is also expected to be considerable future demand by K-12 public schools and private universities.

The Commonwealth's Division of Purchases and Supply (DPS) is a principal business unit operating within the Virginia Department of General Services (DGS). DPS is the central procurement authority for the Commonwealth through which every authority, department, division, institution, officer, agency, and other unit of state government is to purchase all materials, equipment, supplies, printing and nonprofessional services of every description.

DPS is managing this RFP procurement process on the behalf of the Commonwealth and NASPO ValuePoint, and the assigned DPS Statewide Strategic Sourcing Officer is responsible to develop the solicitation, manage the procurement process, negotiate any contract documents, and manage the subsequent contract (s), if any, which may result from the RFP.

VIII. BACKGROUND INFORMATION - NASPO VALUEPOINT

- A. NATIONAL ASSOCIATION OF STATE PURCHASING OFFICIALS (NASPO): NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is a state contracting consortium made up of the chief procurement officers of the central procurement offices in each of the 50 states, the District of Columbia, and the territories of the U.S. The NASPO ValuePoint Cooperative Purchasing Organization, LLC is a nonprofit subsidiary of NASPO which facilitates administration of the cooperative group contracting consortium for the benefit of state departments, institutions, agencies, political subdivisions, and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.). For more information, reference the following websites www.NASPOValuePoint.org and www.naspo.org.
- B. PARTICIPATING STATES: In addition to the Lead State conducting this solicitation, the following Participating States have requested to be named in this RFP as potential users of the resulting Master Agreement(s): Hawaii, Montana, Nebraska, Nevada, Oregon and Utah. NASPO ValuePoint permits other entities to become Participating Entities after award of the Master Agreement(s). State-specific terms and conditions that will govern each Participating State's Participating Addendum may be incorporated into the Participating Addendum after award.
- C. ANTICIPATED USAGE: This will be a new Master Agreement(s) for the Lead State and NASPO ValuePoint; therefore, there is no usage data or information available. No minimum or maximum level of sales volume is guaranteed or implied in any awarded Master Agreement(s) made under this RFP.

IX. STATEMENT OF NEEDS

- A. DPS is seeking comprehensive training services in procurement, logistical, and supply chain-related areas, for the Commonwealth and all Participating Entities, through multiple contracts that provide simple, flexible and responsive ordering options. Standard and customized professional development and training must provide public procurement organizations with high value learning and development, while also providing significant time and cost savings in performing such services. The Services are intended to provide effective, sustainable, and continuing solutions to Participating Entities' professional development needs by offering the following services at a minimum:
1. Professional Development Courses: Courses that offer professional training. Refer to Section IX.C.3 for information on Content Categories;
 2. Quality Standards: Standards recognized by a continuing education program listed in Section I.B.; and
 3. Course Customization and/or Course Development: Resources to tailor learning solutions to meet a Participating Entity's needs.

The Scope of Services provided must include all aspects of development and facilitation of procurement training, and all related business skills. Training should be offered as individual courses, such as *Fundamentals of Public Purchasing* that can stand alone, but also may be used as part of a program or curriculum of training leading to professional certification in all areas of procurement, including but not limited to: contract negotiation, contract management, project management, and other nationally recognized public purchasing professional designations. Within the

purchasing, contracting, and supply chain management professions, there are several certifications offered by organizations, including but not limited to the following:

- Universal Public Procurement Certification Council (UPPCC):
 - Certified Professional Public Buyer, CPPB
 - Certified Professional Public Officer, CPPO

- National Contract Management Association (NCMA):
 - Certified Federal Contracts Manager, CFCM
 - Certified Commercial Contracts Manager, CCCM
 - Certified Professional Contracts Manager, CPCM

- Institute for Supply Management (ISM, formerly NAPM):
 - Certified Professional in Supply Management, CPSM
 - Certified Professional in Supply Diversity, CPSD
 - Certified Purchasing Manager, C.P.M. (no longer offered to new applicants)

- American Purchasing Society (APS):
 - Certified Purchasing Professional, CPP
 - Certified Professional Purchasing Manager, CPPM
 - Certified Professional Purchasing Consultant, CPPC

- Others:
 - American Production and Inventory Control Society (APICS)
 - International Association of Commercial Contract Management (IACCM)
 - National Association for Educational Procurement (NAEP)
 - The Chartered Institute of Purchasing and Supply (CIPS)

In addition, courses in business analysis, business skills development, leadership and management are highly desirable. Contractor must offer courses and customization services for courses from their current catalog. Instruction should be delivered by one or more of these various methods: classroom, synchronous online, asynchronous online, webinars, and mobile learning. Classes within the Commonwealth are anticipated to have approximately 20 participants; however, the number of participants may vary among the Participating Entities.

Learners in the courses should gain a good working knowledge of the course material and be well-prepared to achieve pass rates exceeding 75% or higher on certification or end of class exams, if applicable.

B. GENERAL REQUIREMENTS

1. Class Cancellation Requirements:

a. Prior Notice Cancellation:

- i. Participating Entities will provide class cancellation notice at least thirty (30) calendar days prior to a scheduled training date and must not be charged any fees by the Contractor. In the event a scheduled class is cancelled by a Participating Entity with less than a thirty (30) calendar day notice, the Contractor will be paid for

one day at the Contractor's flat rate fee per registered learner. Participating Entity may reschedule the class upon mutual agreement with the Contractor.

- ii. In the event a scheduled class is cancelled by the Contractor with less than a ten (10) calendar day notice, Participating Entity will not be responsible for any payment(s). Participating Entity may reschedule the class upon mutual agreement with the Contractor.
 - b. **No Prior Notice Cancellation:** In the event an instructor is unable to provide training, and no suitable substitute is agreed upon with the Participating Entity, Contractor shall reimburse registered learners for all costs (i.e., travel, per diem, lodging, airfare, taxi, etc.) incurred as a result of failure by the Contractor's training instructor to provide Services. Participating Entity may reschedule the class upon mutual agreement with Contractor.
 - c. **Inclement Weather Class Cancellation:** Participating Entity will not pay the Contractor for a scheduled training class cancellation because of closure from inclement weather. Participating Entity may reschedule the class upon mutual agreement with the Contractor.
2. **Security:** Contractor's staff and training instructors may at any time, for any location, be subject to a Participating Entity's specific security screening procedures and requirements, and/or be required to undertake the execution and completion of the submission of forms required for security measures. Contractor may be responsible for any fees associated with the security screening process.
 3. **Travel:** Contractor (not the training instructor) must submit the travel and related expense invoice to the Participating Entity for reimbursement. Travel related expenses must be in accordance with the limitations and travel reimbursement policies delineated in the Participating Entity's travel regulations, and submitted on the same invoice as the training class fees. Participating Entity will pay the Contractor and not the training instructor for travel and related expenses. A Participating Entity reserves the right to negotiate payment of travel and related expenses.

C. CONTRACTOR REQUIREMENTS

1. Contractor must train and supply the training instructors, furnish course materials to training instructors and learners, and pay and reimburse training instructors, to include but not limited to travel, lodging, salary and fees.
2. Instructional designers/developers of courses and course materials shall be qualified by demonstrable expertise in the requisite field. Expertise may be demonstrated by such qualifications as formal education, experience or other recognized credentials appropriate to the subject matter. Training instructors of courses intended for continuing education credits should possess at least one of the following qualifications: formal education, experience, or other recognized credential appropriate for the subject matter.
3. **Content Categories:** Offeror's courses must relate to one of the following categories:
 - a. Universal Public Procurement Certification Council UPPCC Body of Knowledge, (Latest Edition): Procurement Administration, Sourcing, Basic and Advanced Negotiations, Contract Administration, Supply Management, and Strategic Procurement Planning and Sourcing;

- b. Project Management Institute Body of Knowledge PMBOK: Project Management Framework, Project Integration Management, Project Scope Management, Project Time Management, Project Cost Management, Project Quality Management, Project Human Resource Management, Project Communications Management, Project Risk Management, and Project Procurement Management;
 - c. Supply Chain Management: Logistics, Warehousing, Distribution and Inventory Management and Controls; Strategic Sourcing, Training and Development, Category Management; Stakeholder Management Advocacy / Marketing / Outreach;
 - d. Supplier Management: Supply Market Analysis, Supplier Qualification and Performance Metrics/Oversight and Balanced Scorecards; Supplier and Valued Partner Development, Supply Base Management; Vendor Managed Inventories; Socio-economic Factors in Procurement, Supplier Relationship Management;
 - e. Legal Aspects of Procurement: Practical Applications; Contract Types, Contract Development and Drafting; Provisions and Terms/Conditions; Requirements and Specifications Development; Contract Disputes and Alternative Dispute Resolution; Model Procurement Code; Legal Aspects of e-Procurement; FOIA;
 - f. Business Competencies: Economics, Budgeting, Accounting and Financial Skills and Reports for Procurement; Change Management; Human Resource Skills, Management Theories, Decision-making; Critical, Creative and Complete Thinking, Organizational Behavior, Group Dynamics, Business Ethics, Business Law, Public Administration, Presentation Skills, Business Communications, Adult Learning, Coaching and Team Building, Strategic Thinking and Leadership.
4. Minimum Experience: Offeror must be a viable going concern providing professional training services on a statewide, multi-state or nationwide basis.
 5. Contractor may add and delete courses from the course catalog as new and updated courses and delivery methods are developed and implemented, Contractor must provide pricing for the additional courses and services. The changes must be reviewed by the Commonwealth and will not be effective unless it is in writing and signed by the DPS Statewide Strategic Sourcing Officer. Any substantial change of 25% or more of a Participating Entity's selected courses as stated on an Order must be authorized in advance by the Participating Entity.
 6. Contractor must provide all course materials for learners as part of the course offering unless a separate agreement and/or arrangement is made with a Participating Entity.
 7. Contractor should be responsible for delivery of course materials needed for classrooms five to ten calendar days prior to the begin date of the training. Contractor should test technical access of synchronous online courses with the Participating Entity prior to the "go-live" date. Access time to the asynchronous online courses should be a minimum of 45 calendar days.
 8. Instructional methods should accommodate multiple learning styles which promote interaction between and among learners, training instructors and learning resources to achieve the stated learning outcomes.
 9. Contractor should provide a website dedicated to Participating Entities and learners that includes, but is not limited to services, cost, online ordering and payment information.

10. Contractor must provide on a quarterly basis, a customer service survey and course evaluation process following any training to enable the Commonwealth or Participating Entity to review activities. All completed training courses must be evaluated via evaluations, written or electronic, solicited from learners and training instructors for each program. Refer to Section XV entitled "Performance Measurements and Reporting Instructions."
11. Contractor should provide a designated customer service representative(s) available to respond to all Participating Entities inquiries within one (1) business day.
12. Multi-Accounts within a Participating State: There will be different Purchasing Entities within individual Participating States utilizing the services provided under the Master Agreement; therefore, Offeror must be capable of processing and maintaining multiple individual accounts for unique users within a Participating State and Participating Entity.
13. Substitutions: Substitutions of training instructors or course materials shall not be made without the Participating Entity's prior approval and should be requested no less than 10 business days prior to the scheduled class date(s). Participating Entity reserve the right to request resumes for substitute training instructors and at its discretion, to reject any substitute training instructor if qualifications or prior experience are insufficient.
14. Contractor's representative must be available to conduct one annual meeting at a minimum with the Lead State Contract Administrator to discuss performance and customer service related issues and other contract matters.

D. PARTICIPATING ENTITY REQUIREMENTS

Unless otherwise agreed upon between the Participating Entity and any contractor, the Participating Entity will be responsible for providing the following:

1. Training Area: Participating Entity will provide or make available, training locations as may be necessary or appropriate for the Contractor to perform the obligations under the Master Agreement.
2. Equipment: All Equipment necessary to conduct training, if applicable, and as specified in any Order document referencing the Agreement.
3. Marketing: Marketing of courses to the target audience within the area/s contracted for the performance of Services.
4. Registration: Registration requirements to fully accomplish all tasks required for accountability needed for training and collection of all fees, as applicable.

X. OFFEROR PRICING

- A. CATALOG PRICING: Offeror's proposal should include at a minimum, their catalog for one or more of the content areas described in Section IX.C.3 and indicate firm-fixed whole discount percentages which may be offered as a single discount percentage per category or have separate discount percentages for line items within the category.
- B. COURSE DEVELOPMENT PRICING: Offeror is not required to provide proposed pricing for course development services, but should be capable of providing the services and a quote upon request by a Participating Entity. Participating Entity reserves the right to obtain a quote and negotiate all pricing from another contractor or any other service provider.

- C. OTHER SERVICES: For any other services an Offeror provides, not otherwise described herein, the Offeror should provide a comprehensive itemized listing of all associated pricing schemes to enable appropriate consideration.

XI. GOVERNING LAWS AND REGULATIONS

This procurement is conducted by the Commonwealth of Virginia in accordance with the Virginia Public Procurement Act. The Master Agreement shall be governed by the laws and regulations of the Commonwealth. Venue for any administrative or judicial action relating to this procurement and award shall be in Richmond, Virginia. The provisions governing choice of law and venue for issues arising after award and during contract performance are specified in Attachment A Item 35.

XII. RIGHT TO WAIVE MINOR IRREGULARITIES

The Commonwealth in its sole discretion reserves the right to waive minor irregularities in an Offeror's proposal, which include but are not limited to corrections of deficiencies or clarification of ambiguities that in the judgment of the Commonwealth do not require a comprehensive proposal rewrite. The Commonwealth reserves the exclusive right, at its sole discretion, to waive certain mandatory requirements provided that all of the otherwise responsive proposals fail to meet the same mandatory requirements and the failure to do so does not materially affect the procurement.

XIII. ORDERING PROCEDURES

Participating Entities selecting a contractor from a Master Agreement will consider contractor's availability, experience, and pricing; therefore, pricing may not be the sole determining factor in the selection of a contractor.

- A. REQUEST FOR SERVICES: When a need has been identified, a Participating Entity will contact a contractor to provide a quote. Contractor should provide a written price quote based on Contract pricing within three (3) business days of receiving a quote request,. There shall be no commitment on the part of either party nor is any payment authorized to the Contractor until the execution of an order.
- B. PROPOSED QUOTE: Pricing shall be all-inclusive except for travel and travel-related expenses, and include all of the contractor's time, and training instructor and course material expenses. Any quote submitted by a contractor should clearly state in detail:
1. Master Agreement number;
 2. Description of the services to be performed and course materials;
 3. Quantity (e.g., days, hours, amount of course material provided, etc.);
 4. Catalog price and contract discount percentages;
 5. Any additional discount offered; and
 6. Itemized and total price.

Quotes shall be valid for a minimum of ninety (90) calendar days. The Commonwealth and Participating Entities reserve the right to obtain additional quotes and negotiate pricing from other contractors or any other service provider.

- C. E-PROCUREMENT: For purchases within the Commonwealth of Virginia, an Authorized User must issue the order through the Commonwealth's e-procurement website "eVA". Unless

otherwise instructed or exempted by DPS, orders placed by Authorized Users within the Commonwealth against a Master Agreement that are not processed through eVA are not in compliance with the terms and conditions of the Master Agreement and Contractor receiving such non-eVA orders shall notify the Authorized User to resubmit their Order through eVA. Purchase Orders must be issued through eVA, or eVA Lite for Commonwealth localities, cities, counties, towns and political subdivisions. Authorized Users within the Commonwealth shall indicate the Master Agreement number in the appropriate field on the Purchase Order.

A Contractor shall enable all Participating Entities outside of the Commonwealth of Virginia to use e-Procurement systems specific to their individual state, or through any other system that is mutually agreeable between the parties.

XIV. REPORTING AND PAYMENT INSTRUCTIONS

Contractor shall submit the following reports in electronic format to Participating Entities and/or NASPO ValuePoint during the Contract term or any renewal period at no additional cost. Failure to comply with reporting and payment requirements described in this section may result in payment(s) for training services being withheld until compliance is confirmed. Participating Entities reserve the right to pursue other appropriate remedies for contractor's failure to comply with the reporting and payment requirements.

A. REPORTING INSTRUCTIONS

1. Training Instructor Evaluation: Contractor shall provide reports as mutually agreed upon by the Participating Entity and the Contractor to document/reinforce the learning process. Contractor must submit a written statement of information and suggestions based on the training instructor's experience for improvements to the overall training program to include any information that may require revision, deletions or additions to course materials based on class discussion or observation, as applicable. The statement should be submitted to the Participating Entity no later than thirty (30) calendar days after the training was held.
2. NASPO ValuePoint Usage Reports: Contractor shall be required to provide quarterly summary and detailed usage reports to NASPO ValuePoint. Refer to Attachment A Item 27 for information on the usage reporting requirements.

B. PAYMENT INSTRUCTIONS

1. NASPO ValuePoint Administrative Fee: Contractor shall pay an administrative fee to NASPO ValuePoint. Refer to Attachment A Item 26 for information on the administrative fee.
2. Surcharge Adjustment Fee Payment: For services provided within the Commonwealth of Virginia, the Contractor shall be required to provide a Contractor's Quarterly Report of Sales and a Surcharge Adjustment Fee (SCA) payment. Refer to Attachment C Item 14 for information on the sales report and the SCA fee.
3. EVA Vendor Transaction Fee: Contractor shall pay the vendor transaction fee for each order issued through the Commonwealth's e-procurement website "eVA". Vendor transaction fees are determined by the date the original purchase order is issued and the current fee schedule. Refer to Attachment B Item 14 entitled "*eVA Business-To-Government Vendor Registration, Contracts, and Orders*" for more information on eVA fees.

XV. PERFORMANCE MEASUREMENTS AND REPORTING INSTRUCTIONS

Contractor shall submit on a quarterly calendar basis, reports verifying compliance to the following performance measurements to the Commonwealth and Participating Entities:

- A. All completed training courses shall be evaluated via customer service surveys or other method conducted by the Contractor with the overall result of 3.5 or above on a 1 (Needs Improvement) – 5 (Excellent) scale. Evaluations, whether written or electronic, must be solicited from learners and training instructors for each program to determine, at a minimum, that:
 - 1. Stated learning objectives were attained;
 - 2. Course materials were relevant and contributed to the achievement of the learning objectives;
 - 3. Time allotted to the learning activity was appropriate; and
 - 4. Individual training instructors were effective.

- B. A success rate of seventy-five percent (75%) or higher on an appropriate course assessment such as a test with the criteria based on learning outcomes for the learners completing a course.

XVI. INVOICES AND METHODS OF PAYMENT

- A. **INVOICES:** Fully detailed invoices shall be submitted to the Participating Entity at the invoice address designated on the Order after all services and/or course materials covered by the invoice have been provided. No invoice may include any additional fees or charges, except as allowed by the Master Agreement provisions, without prior approval from the Participating Entity. Invoices should provide at a minimum:
 - 1. Name of Participating Entity;
 - 2. Name of Participating Entity contact;
 - 3. Customer number, if applicable;
 - 4. Invoice number;
 - 5. Invoice date;
 - 6. Master Agreement number;
 - 7. Purchase Order number;
 - 8. Instructor name;
 - 9. Description and dates of the services provided;
 - 10. Description of course materials provided;
 - 11. Catalog price and discount percentage; and
 - 12. Itemized and total price.

- B. **METHODS OF PAYMENT:** Payment will be made to the Contractor within thirty (30) calendar days of receipt of a valid invoice for all goods and services provided and/or delivery of goods and services, whichever is later; however, payment terms may be negotiated. Participating Entity may pay by check, electronic funds transfer, or charge card.

XVII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. GENERAL REQUIREMENTS

1. In order to be considered for selection, Offeror must submit to the Lead State Contract Administrator, the following as a component of a complete proposal response to this RFP organized as described below. Offeror shall make no other distribution of the proposal. Offeror's name, RFP number, and title must be prominently displayed on the front of each proposal.
 - a. **One (1) original** proposal (marked "Original");
 - b. **Two (2) hard copies** (marked "Copy");
 - c. **One (1) electronic copy** in Microsoft Word 2007 format on a CD or flash drive;
 - d. **One (1) hard redacted copy**, if applicable, from which trade secrets or proprietary information has been obscured or redacted. The redacted version must have all trade secrets or proprietary information obscured that was stated on the Proprietary Information Identification form in Attachment D-2; and
 - e. **One (1) electronic redacted copy** in Microsoft Word 2007 format on a CD or flash drive, if applicable.

By submitting a signed proposal in response to this RFP, Offeror certifies that:

- a. Unredacted paper and unredacted electronic proposal responses are identical, and
 - b. Redacted paper and redacted electronic proposal responses are identical.
2. It is the Offeror's sole responsibility to assure that the proposal package is submitted by the due date and time at the address indicated at the top of the Cover Page and as described in Section XVII.B.8. **Late proposals will not be accepted or considered.**
 3. Offeror shall submit the Pricing Proposal in a **separate, sealed envelope** labeled accordingly and only on the form provided. No other form or format will be accepted.

B. PROPOSAL PREPARATION

1. Proposals shall be signed by an authorized representative of the Offeror. All requested information should be submitted and failure to submit all requested information may result in the Commonwealth requiring prompt submission of missing information and/or Offeror receiving a lowered evaluation score of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the Commonwealth.
2. Proposals should be prepared simply and economically providing a straightforward and concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. **Offerors are strongly encouraged to prepare and organize their proposal as follows:**
 - a. Contain in a single 3-ring binder;
 - b. Limit to 75 typed pages, signed and filled out as required;
 - c. Use font no smaller than 11 point;
 - d. Use 8½ x 11 inch size paper (larger pages should be used sparingly for spreadsheets or tables and should be folded into the overall proposal);

- e. Number all pages;
 - f. Organize using tab dividers and in the order described in Section XVII.C entitled "Specific Requirements";
 - g. Reference the paragraph number of the corresponding section of the RFP and cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page; and
 - h. Contain a table of contents that cross references the RFP requirements.
3. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements that are mandatory and may be required by law or regulation. The inability of an Offeror to satisfy a "must" or "shall" requirement may seriously affect the overall rating score of the proposal. The terms "should" or "may" indicate highly desirable requests.
 4. Proprietary Information: Ownership of all data, materials and documentation originated and prepared pursuant to the RFP shall belong exclusively to the Commonwealth and be subject to public inspection in accordance with the Virginia Freedom of Information Act.

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, Offeror shall invoke the protections of *Code of Virginia* § 2-4342D in writing, either before or at the time the data or other material is submitted. Offeror shall complete and provide the "Proprietary Information Identification" form in Attachment D-2, if applicable, and must specifically identify the data or materials to be protected and state the reasons for which protection is necessary. The trade secret or proprietary material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as trade secrets and/or proprietary is not acceptable and may be rejected by the Commonwealth.

5. Offeror Exceptions To Terms And Conditions: The Commonwealth discourages exceptions to terms and conditions in the RFP, the attached Participating Entity terms and conditions, if any, and the NASPO ValuePoint Master Agreement Terms and Conditions. The Commonwealth and Sourcing Team may make a decision on the selection of the Offeror for negotiations based on the initial proposals without clarification or an opportunity for offeror discussion; therefore, the nature of exceptions would be evaluated to determine the extent to which the alternative language or approach poses unreasonable additional risk to the Participating Entities, is judged to inhibit achieving the objectives of the RFP, whose ambiguity makes evaluation difficult and a fair resolution impractical given the timeframe for the RFP, or the exception or correction of what is deemed to be a deficiency or unacceptable exception would require a substantial proposal rewrite to correct.

Offeror should identify and seek to clarify any concerns with RFP language or any other document contained within this RFP through their written inquiries about the RFP using the process described below in Section XVII.B.6.

6. Questions And RFP Amendments

- a. Questions: Offeror shall be fully responsible for understanding the Statement of Needs, terms and conditions, all other aspects of the RFP, and factors affecting contract performance before submitting a proposal. It shall be the Offeror's sole responsibility to

inquire and obtain clarification if the Offeror does not fully understand the entire RFP requirements. The Commonwealth's verbal responses to questions are not binding; therefore, no questions will be answered by phone.

Questions regarding the solicitation must be submitted in writing to Katherine Bosdell, via e-mail at **no later than 3:00 P.M. on July 6, 2015**. Identify the question by noting the solicitation number "RFP# E194-1922" in the subject line of the email. Official answers to all written questions will be posted in eVA's Virginia Business Opportunities (VBO) as an amendment to the RFP. The identity of a potential Offeror will not be published with the answers; however, the text of questions may be restated and Offerors should not include language in questions that may reveal their firm's identity.

- b. RFP Amendments: Formal changes to the RFP, including but not limited to contractual terms and procurement requirements, will only be changed by formal written amendments issued by the Commonwealth. The Commonwealth shall accept no responsibility for an Offeror not receiving the solicitation, amendments and/or other solicitation documents. Offeror shall be solely responsible for regularly checking the status of the solicitation in eVA's VBO for any updates, changes, amendments, or other information pertaining to the RFP.
7. Oral Presentation: Offeror submitting a response to this RFP may be required to give at any time during the proposal evaluation process, a brief oral presentation clarifying or elaborating on their proposal. This is a fact-finding and explanation session only and does not include negotiations. NASPO ValuePoint will schedule the time and location of these presentations which will be made at the Offeror's expense. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The Commonwealth and Sourcing Team reserve the right to evaluate on receipt of initial proposals without an opportunity for oral presentations; therefore, proposal responses should be complete.
8. Proposal Submission For Request For Sealed Proposal: Offeror shall return the signed unpriced technical proposal and the signed pricing proposal in **separate** sealed envelopes. Both sealed envelopes should be contained in one (1) mailing envelope/package and addressed as follows:

Vendor Name	POSTAGE
Street or Box Number	
City, State, Zip Code	
DGS/Division of Purchases and Supply	
See Below for Specific Address Instructions	
RFP #:	E194-1922
Due Date:	July 16, 2015
Time:	1:00 P.M. EASTERN TIME
RFP Title:	Training for Procurement Professionals

SUBMISSION ADDRESS INSTRUCTIONS:

- a. For All Proposals: Offeror must ensure the RFP name and number are clearly visible on the outside of both envelopes. The envelopes should also provide the following information:
 - i. Name of Offeror;
 - ii. Street or Box Number, City, State, Zip Code;
 - iii. Solicitation Close Date and Time, Solicitation Number, Solicitation Title; and
 - iv. Indicate if the contents are the Technical Proposal or Pricing Proposal.

If a proposal response is not contained in envelopes as described above, the Offeror risks that the envelopes may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. No other unrequested correspondence or other proposals should be placed in the envelope.

THE COMMONWEALTH SHALL NOT BE RESPONSIBLE IF A PROPOSAL IS NOT DELIVERED BY THE DUE DATE AND TIME.

LATE PROPOSALS WILL NOT BE CONSIDERED.

Amendments to the RFP may be issued by the Commonwealth, and Offeror acknowledgments of amendments must be received at Bid Receiving either prior to the proposal due date and hour or attached to the Offeror's proposal. Before submitting a proposal, Offeror should check the eVA website to confirm if any amendments have been issued.

- b. Express Delivery Service: Send the proposal to the Commonwealth of Virginia, Department of General Services, Division of Purchases and Supply, 6th Floor Receptionist/Bid Receiving, 1111 East Broad Street, Richmond, VA 23219. Offeror is cautioned to not rely on the dependability of Next Day Delivery Service.
- c. Hand-Delivered Proposals: Deliver the proposal to the Commonwealth of Virginia, Department of General Services, Division of Purchases and Supply, 6th Floor Receptionist/Bid Receiving, 1111 East Broad Street, Richmond, VA 23219. Offeror must allow ample time for parking, walking to the building, and security screening procedures. All visitors are required to enter the building through the Darden Garden entrance facing the State Capital (not the Broad Street entrance). When entering the Patrick Henry Building, visitors will be required to:
 - Present a valid and current picture ID;
 - Pass through metal detectors / security wands; and
 - Permit all bags to be searched by Capital Police or security personnel.
- d. U.S. Postal Service: Mail the proposal to the Commonwealth of Virginia, Department of General Services, Division of Purchases and Supply, 1111 East Broad Street, Richmond, VA 23219. Offeror must allow ample time for the mailing envelope containing the proposal response to be processed through the Commonwealth's Mail Security Processing System prior to delivery to Bid Receiving.

C. SPECIFIC REQUIREMENTS: Offeror's proposal should be as thorough and detailed as possible for the Commonwealth and Sourcing Team to properly evaluate the Offeror's capabilities to provide the required goods and/or services. To be considered a complete proposal, the items should be submitted in a 3-ring binder using **tab dividers** in the order described below in Section XVII.D and include a point by point response in the manner described in Section XVII entitled "Proposal Preparation and Submission Requirements" and structured in form and reference to the RFP, addressing all requirements in the Statement of Needs and otherwise stated in the RFP. **Proposals that are not organized as described herein risk elimination from consideration or a lower evaluation score if the Commonwealth and Sourcing Team cannot find the required information specifically addressed by the Offeror. The Commonwealth and Sourcing Team reserve the right to request additional information and/or documentation at any time during the proposal evaluation process.**

D. TECHNICAL RESPONSE

Tab 1: Executive Summary and Required Documents (Not included in the 75 page minimum)

1. Offeror should provide a two (2) page Executive Summary which should include:
 - a. RFP title, number, and issue date;
 - b. Firm's legal name and address;
 - c. Name, address, telephone number and email address of the person(s) authorized to act on behalf of the Offeror;
 - d. Name, address, telephone number and email address of the person(s) responsible for providing the mandatory reports described in Section XIV entitled "Reporting and Payment Instructions";
 - e. Name, address, telephone number, email address and qualifications of the person (point-of-contact) managing the account and backup point-of-contact; and
 - f. Briefly describe the:
 - i. Reasons contracting with Offeror's firm to provide goods and/or services would be in the best interest of the Commonwealth and Participating Entities;
 - ii. Highlights of the major features of the proposal; and
 - iii. Requirements that cannot be met by the Offeror.
2. Documentation supporting the Offeror's firm meets or exceeds the quality standards requirements described in Section I.B entitled "Purpose". **Proposals submitted without the supporting documentation MAY NOT BE CONSIDERED.**
3. Statement verifying that the Offeror has read and understands all of the terms and conditions in Attachment A NASPO ValuePoint Master Agreement Terms and Conditions
4. Statement verifying that the Offeror understands that negotiating additional terms and conditions may be required when executing a Participating Addendum
5. Attachment D-1 Offeror Profile
6. Attachment D-2 Proprietary Information Identification form
7. Attachment D-3 Exceptions to RFP form
8. Attachment D-4 Vendor Data Sheet, completed and signed

9. Attachment D-5 State Corporation Commission Form, completed and signed
10. Attachment D-6 Small Business Subcontracting Plan, completed and signed

Tab 2: Experience and Qualifications

1. Provide a detailed written narrative statement describing your firm's qualifications and experience in providing the goods and/or services similar to those described herein including but not limited to the following:
 - a. Firm's primary business address and office locations;
 - b. Days and hours of operation;
 - c. Ownership structure;
 - d. Organizational chart;
 - e. Website address;
 - f. Year firm was founded;
 - g. Mission statement and/or company goals;
 - h. Similar work with public or private entities;
 - i. Government client list and discounts provided over the past three (3) years;
 - j. Client retention rate over the past three (3) years;
 - k. Describe the firm's growth over the past three (3) years;
 - l. Describe the geographical limits by state name if submitting a proposal for a geographical area less than that of all Participating States (Refer to Section III entitled "Objective");
 - m. Describe the response procedure to customer complaints and service issues;
 - n. Describe the customer satisfaction evaluation method;
 - o. Describe the methods and processes that would be used to manage multiple Participating State accounts and multiple Purchasing Entities within a Participating State;
 - p. Describe the invoicing process and the accepted methods of payment including the charge card acceptance policy;
 - q. Total number of personnel employed by your firm by location; and
 - r. Describe the criminal background check procedure for all training staff, if any.
2. Litigation: Disclose any information about pending legal proceedings or business litigation against your firm, any officer, or principal, and indicate the current status or disposition not to exceed two (2) pages.
3. Debarment: Statement verifying that neither the Offeror nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this procurement by any government department or agency. If the Offeror cannot make this statement, disclose and provide information not to exceed two (2) pages.

4. Technology and Data Security:
 - a. Describe the online system to be used to place orders and receive assessment reports if not otherwise required by individual state e-Procurement systems; and
 - b. Describe the measures used to protect sensitive customer information.

Tab 3: Methodology – Specific Approach for Providing Services

Offeror should submit all necessary information needed to enable the Commonwealth and Sourcing Team to determine if the services offered will meet the requirements of the RFP by providing a detailed description of the specific plans for providing instructional services, to include but not be limited to the following:

1. Course List: Provide a list of all courses along with learning outcomes/description, number of days for each class or number of contact hours, and Continuing Education Units, if available. Courses should be organized by delivery platform. Courses shall relate to the optimization of knowledge and competencies in one or more of the following content categories:
 - a. Universal Public Procurement Certification Council UPPCC Body of Knowledge, (Latest Edition): Procurement Administration, Sourcing, Basic and Advanced Negotiations, Contract Administration, Supply Management, and Strategic Procurement Planning and Sourcing;
 - b. Project Management Institute Body of Knowledge PMBOK: Project Management Framework, Project Integration Management, Project Scope Management, Project Time Management, Project Cost Management, Project Quality Management, Project Human Resource Management, Project Communications Management, Project Risk Management, and Project Procurement Management;
 - c. Supply Chain Management: Logistics, Warehousing, Distribution and Inventory Management and Controls; Strategic Sourcing, Training and Development, Category Management; Stakeholder Management Advocacy / Marketing / Outreach;
 - d. Supplier Management: Supply Market Analysis, Supplier Qualification and Performance Metrics/Oversight and Balanced Scorecards; Supplier and Valued Partner Development, Supply Base Management; Vendor Managed Inventories; Socio-economic Factors in Procurement, Supplier Relationship Management;
 - e. Legal Aspects of Procurement: Practical Applications; Contract Types, Contract Development and Drafting; Provisions and Terms/Conditions; Requirements and Specifications Development; Contract Disputes and Alternative Dispute Resolution; Model Procurement Code; Legal Aspects of e-Procurement; FOIA;
 - f. Business Competencies: Economics, Budgeting, Accounting and Financial Skills and Reports for Procurement; Change Management; Human Resource Skills, Management Theories, Decision-making; Critical, Creative and Complete Thinking, Organizational Behavior, Group Dynamics, Business Ethics, Business Law, Public Administration, Presentation Skills, Business Communications, Adult Learning, Coaching and Team Building, Strategic Thinking and Leadership;
2. Customization: Describe the processes of aligning services to meet the needs of a Participating Entity through either customization of the current courses/programs and/or assisting in the development of a training program, such as rearranging modules from different courses to set up a unique curriculum that may meet a Participating Entity's needs;

3. Course Design: Describe the firm's knowledge and experience to design/tailor course content to meet the unique professional development of the various needs of procurement and contract management professionals;
4. Service Delivery: Describe the types of delivery platforms available for a curriculum. Specify whether courses are self-paced online with printable materials, instructor-led classroom, self-paced online with rich media (e.g., video, audio), blended learning (i.e., traditional classroom methods and e-learning), virtual instructor-led (online), video tutorials (e.g., YouTube), Podcasts, Immersive learning (e.g., simulations, gamification), mobile learning (e.g., access via tablets, smart phones), etc.;
5. Forms: Provide samples of class evaluation forms;
6. Learner Assessment: Briefly describe the performance assessment tools that are used to determine whether learners have achieved planned learning outcomes (i.e., customer satisfaction, quality, performance, financial, activity and/or learning outcomes aligned with business goals, etc.); and
7. Examples: The Commonwealth and Sourcing Team may request offerors to provide samples of previous similar instructor-led training performed with similar state/local agencies or leading procurement-related commercial customers, particularly in the last three (3) years. Do not provide the examples with the proposal response.

Tab 4: Additional Information

Provide any information not requested in this RFP that would bring additional value to an Agreement with the Commonwealth and Participating Entities, which may include:

1. Added Value: Any services, programs, different catalogs, enhancements, etc., which were successful with other clients that may benefit the Commonwealth and Participating Entities; and
2. Any additional cost saving programs, rebates, incentives or discounts (i.e., volume, payment, promotional, etc.) that are offered above and beyond the discounts in the Pricing Proposal.

E. PRICING PROPOSAL RESPONSE (Separate sealed envelope and not included in the 75 page minimum)

The Commonwealth's intent is to develop a pricing schedule under any Master Agreement that is complete, comprehensive, easy-to-use, efficient to administer for all parties, and capable of being readily reconciled to any invoice that may be submitted by any contractor to a Participating Entity.

Pricing will be evaluated independently from the technical proposal and must be submitted in a **separate** sealed envelope. Any cost or pricing data not specifically requested for inclusion within the technical proposal may result in the Offeror's Proposal being eliminated from further consideration. The Pricing Proposal response should include the following:

1. Attachment E Pricing Proposal Schedule which is for scoring and evaluation purposes.
2. Offeror's Course Catalog: Offeror's Pricing Proposal should reflect topics specified in the Statement of Needs and indicate firm-fixed whole discount percentages which may be offered as a single discount percentage per category or have separate discount percentages for line items within the category. When determining the discount percentages being offered, the Offeror should take into consideration all anticipated costs associated with providing and delivering the services, including but not limited to the following:
 - a. Training instructor salary and fees, except travel and travel-related costs;
 - b. Cost of course materials including shipping;
 - c. Cost of exams;
 - d. Overhead and profits;
 - e. Production and preparation of any reports; and
 - f. Transaction fees:
 - i. eVA (Refer to Attachment B Item 14) for services within the Commonwealth only;
 - ii. SCA (Refer to Attachment C Item 24) for services within the Commonwealth only;
 - iii. NASPO ValuePoint Administrative Fee (Refer to Attachment A Item 26).
3. Describe the methods in which future price increases will be minimized/capped and increases/decreases will be passed on to the Commonwealth and Participating Entities if the Contract is renewed after the initial term.
4. Describe the proposed process to implement pricing changes and the manner in which the Commonwealth will be notified.

XVIII. RFP EVALUATION PROCESS

- A. **PHASE 1 PROPOSAL COMPLIANCE EVALUATION:** In the initial phase of the evaluation process, the Commonwealth will review proposals for full compliance with quality standard requirements, the RFP instructions, and the mandatory terms and conditions set forth within the RFP.

Using the **Pass/Fail method**, proposals not conforming to RFP requirements listed below, may be eliminated from further consideration:

1. Meets Minimum Quality Standards Requirements described in Section I.B entitled "Purpose"; and
2. Meets Minimum Requirements described in the Statement of Needs.

- B. **PHASE 2 TECHNICAL PROPOSAL EVALUATION:** In Phase 2 of the evaluation process the Commonwealth and Sourcing Team will evaluate the proposals that passed Phase 1 against the weighted evaluation criteria and recommend the most responsive Offerors to the Statement of Needs requirements and needs of the Commonwealth and Participating Entities as described herein.

Evaluation Criteria and Weights (Point Value):

	CATEGORY	POINT VALUE
1.	Demonstrated experience and qualifications of Offeror, development and training staff resources	20
2.	Services and courses offered, to include: a. Curriculum Offerings (i.e., procurement, project, business); b. Diversity of Delivery (i.e., classroom, synchronous, and asynchronous online courses); c. Learner Support System; d. Geographic Service Area; e. Customization; and f. Certification/Degrees Offered.	50
3.	Small Business Subcontracting Plan	10

C. PHASE 3 PRICING PROPOSAL EVALUATION:

4.	Pricing	20
5.	TOTAL CATEGORY POINT VALUE	100

Pricing Proposal Evaluation Method (Ratio Calculation): For each proposal response, the Commonwealth will determine an overall proposal price to be used in the Ratio Calculation by averaging the Total Discounted Price by the number of prices submitted on Attachment E Offeror Pricing Proposal Schedule. Offeror with the lowest Pricing Proposal will receive 100% of the 20 pricing points. All other Offerors' Pricing Proposals will receive a portion of the total 20 pricing points based on the lowest Pricing Proposal divided by each of the higher Offerors' Pricing Proposal. Any Offeror's Pricing Proposal that is more than double (200%) of the Lowest Pricing Proposal will receive no points. The point computation formula is:

$$\frac{\text{Lowest Pricing Proposal}}{\text{Offeror's Pricing Proposal}} = \% \text{ Factor} \times 20 \text{ points} = \text{Points Value Assigned}$$

XIX. NEGOTIATIONS, CONTRACT AWARD PROCESS AND POST AWARD FORMALIZATION OF THE MASTER AGREEMENT

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals. Price shall be considered, but need not be the sole determining factor. Negotiations shall be conducted with the offerors so selected. After negotiations have been conducted with each offeror so selected, the Commonwealth shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

The Commonwealth reserves the sole right during negotiations of any Master Agreements to adjust terms and conditions that would not, in its sole judgment, have a material effect on price, schedule, Statement of Needs, scope of work, or risk to the Commonwealth and Participating Entities, with materiality defined in terms of the effect on the evaluation and award. In any event, the Commonwealth reserves the right to accept changes that are more favorable to its requirements. If no Master Agreement is reached with an Offeror, then the Commonwealth may negotiate with any other Offerors, or make no award under this RFP.

DPS will issue a Notice of Intent to Award (NOIA) notification electronically in the Commonwealth's eVA, e-Procurement system. Any resulting award document from this RFP will be a NASPO ValuePoint Master Agreement that is negotiated between the Commonwealth and selected Offeror(s) incorporating by reference this RFP, and all requirements and terms and conditions herein, together with an Offeror's proposal, as negotiated.

Any offeror may protest the award of a Master Agreement in accordance with § 2.2-4360 of the *Code of Virginia*.

Proposal files are public records and will be available for review at the issuing office of the Commonwealth's Division of Purchases and Supply by appointment with the DPS Statewide Strategic Sourcing Officer named on the cover page of this RFP.

This RFP may be cancelled or proposals rejected at any time prior to any award if the Commonwealth determines that such action is in the collective best interests of the Participating Entities, and it is not required to furnish a statement of the reasons that a particular proposal was not deemed to be the most advantageous (*Code of Virginia* § 2.2-4359D).

XX. NASPO VALUEPOINT MASTER AGREEMENT STATEMENT OF COMPLIANCE

Any NASPO ValuePoint Master Agreement(s) resulting from this RFP will constitute the final agreement except for negotiated terms and conditions specific to a Participating Entity's Participating Addendum. The Master Agreement will include, but is not limited to, the Commonwealth of Virginia General Terms and Conditions in Attachment B and the NASPO ValuePoint Master Agreement Terms and Conditions in Attachment A (which are required to execute a Master Agreement), the Statement of Needs and selected portions of the Offeror's Proposal.

XXI. ATTACHMENTS LIST

- A. [NASPO ValuePoint Master Agreement Terms and Conditions](#)
- B. [Commonwealth of Virginia – Contract General \(Mandatory\) Terms and Conditions](#)
- C. [Commonwealth of Virginia – Contract Special \(Desirable\) Terms and Conditions](#)
- D. [Commonwealth of Virginia – Additional Required Forms](#)
 - D-1 [Offeror Profile](#)
 - D-2 [Proprietary Information](#)
 - D-3 [Exceptions to RFP](#)
 - D-4 [Vendor Data Sheet](#)
 - D-5 [State Corporation Commission Form](#)
 - D-6 [Small Business Subcontracting Plan](#)
- E. [Offeror's Pricing Proposal Schedule](#)

ATTACHMENT A



NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum ("PA");
- (2) NASPO ValuePoint Master Agreement Terms & Conditions;
- (3) A Purchase Order issued against the Master Agreement;
- (4) The Statement of Work;
- (5) The Solicitation; and
- (6) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Acceptance means a written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a Product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor.

Acceptance Testing means the process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchasing Entity.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. A Participating State is not required to participate through execution of a Participating Addendum. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

3. Term of the Master Agreement

The initial term of this Master Agreement is for two (2) years. This Master Agreement may be extended beyond the original contract period for four (4) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State.

5. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

6. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least sixty (60) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

7. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, and rights attending any warranty or default in performance in association with any Order. Cancellation of the Master Agreement due to Contractor default may be immediate.

8. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor

shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of any information that pertains to the potential work or activities covered by the Master Agreement. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

10. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide

advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

- (1) Exercise any remedy provided by law; and
- (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
- (3) Impose liquidated damages as provided in this Master Agreement; and
- (4) Suspend Contractor from being able to respond to future bid solicitations; and
- (5) Suspend Contractor's performance; and
- (6) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

11. Shipping and Delivery.

a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Offeror. If damage does occur, it is the responsibility of the Offeror to immediately notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Ordering Entity's Purchase Order number.

12. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

13. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14. Indemnification

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must

consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

15. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

16. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

17. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

18. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

19. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, unlimited license to publish, translate, reproduce, modify, deliver, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Purchasing Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

20. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of a Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

21. Ordering

- a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- b. The resulting Master Agreements permit Purchasing Entities to define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to Purchasing Entity rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Agency may select the quote that it considers most advantageous, cost and other factors considered.
- c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document compliance with the law of the Purchasing Entity.
- e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.
- f. All Orders pursuant to this Master Agreement, at a minimum, shall include:
 - (1) The services or supplies being delivered;
 - (2) The place and requested time of delivery;
 - (3) A billing address;
 - (4) The name, phone number, and address of the Purchasing Entity representative;
 - (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
 - (6) A ceiling amount of the order for services being ordered; and
 - (7) The Master Agreement identifier.
- g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

22. Participants

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@NASPO ValuePoint.org to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. State Participating Addenda or other Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located.

23. Payment

Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

24. Public Information.

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Records Administration and Audit.

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

26. Administrative Fees

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 26a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

27. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any PA roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due 30 days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

28. Standard of Performance and Acceptance.

Any standard of performance under this Master Agreement applies to all Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in the solicitation or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that

the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be accepted and no charges shall be paid until the standard of performance is met. The warranty period will begin upon Acceptance.

29. Warranty

The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

30. System Failure or Damage

In the event of system failure or damage caused by the Contractor or its Product, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

31. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

32. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

33. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

34. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

35. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

36. NASPO ValuePoint eMarket Center

In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provided customers information regarding the Contractors website and ordering information. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

37. Contract Provisions for Orders Utilizing Federal Funds.

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this master agreement.

(March 2015)

ATTACHMENT B

COMMONWEALTH OF VIRGINIA GENERAL TERMS AND CONDITIONS

The following terms and conditions are MANDATORY and shall be included verbatim in any Contract awarded by the Commonwealth.

1. **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 manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the "I Sell to Virginia" link.

2. **APPLICABLE LAWS AND COURTS**

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

3. **ANTI-DISCRIMINATION**

By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (*Code of Virginia*, § 2.2-4343.1E).

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

During the performance of this contract, the Contractor agrees as follows:

- a. 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. 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.

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.

4. ETHICS IN PUBLIC CONTRACTING

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

5. 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.

6. **DEBARMENT STATUS** 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.

7. **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.

8. **OMIT**

9. **OMIT**

10. **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:

- a. 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.
 - b. Employer's Liability - \$100,000.
 - c. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 - d. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)
11. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.
12. **DRUG-FREE WORKPLACE:** 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.
13. **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.

14. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement 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 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. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

15. **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.
16. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state bid/offer prices in US dollars.
17. **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.

ATTACHMENT C

COMMONWEALTH OF VIRGINIA SPECIAL TERMS AND CONDITIONS

The following terms and conditions may be included in any Participating Addendum between the Commonwealth of Virginia and a Contractor for any resulting contract. Other Participating Entities may have their own provisions.

1. TERM

The initial contract term will be for a period of two (2) years from the date of award. All Orders and related documents shall survive the period of performance stated in this section until such time as all Orders (executed prior to the expiration date of the Contract) have been completely performed.

2. RENEWAL OF CONTRACT

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

3. **PRICE PROTECTION/ADJUSTMENTS** The Catalog prices and negotiated offeror's Proposed Pricing Schedule shall be firm-fixed for a minimum of 365 days after award of the Master Agreement. The Commonwealth acknowledges that a catalog is subject to change over time; therefore, after the first 365 days, the first catalog price adjustment request may be allowed at the time the Contractor normally publishes their annual price adjustment. Subsequent price adjustments may be allowed no earlier than 365 days from the effective date of the prior price adjustment. Contractor shall give not less than sixty (60) calendar days advance notice of any requested price adjustment to the DPS Statewide Strategic Sourcing Officer. Documentation shall be supplied with the Contractor's request for adjustment which will verify that the requested price adjustment is general in scope and not applicable solely to the Commonwealth of Virginia. The requested price adjustment will be reviewed and verified for reasonableness to the satisfaction of the DPS Statewide Strategic Sourcing Officer. The US Department of Labor's Bureau of Labor Statistics' (BLS) Consumers Price Index "Other Services" category for All Urban Consumers (CPI-U)* section or other appropriate indices for the latest 12 months for which statistics are available may be used as guides to determine price increases or decreases. The DPS Statewide Strategic Sourcing Officer will issue a Contract Modification establishing the effective date of any approved price adjustment which will be at the beginning of the calendar month following the end of the full 60-day notification period or approval date. Price increases after placement of order will not be accepted and the Contractor shall fill all Purchase Orders received prior to the effective date of the price adjustment at the old contract prices. Should the price decrease between receipt of the order and shipment of the order, the Contractor shall invoice at the new lowest discounted price.

Discount percentage decreases are prohibited during the term of the contract to include all renewals; however, discount percentage increases are subject to implementation at any time and shall be immediately conveyed to the Master Agreement. Otherwise, discount percentages will remain firm-fixed throughout the term of the contract to include all renewals. Authorized Users will apply the firm-fixed discount percentage to the approved catalog in effect and has been incorporated as part of the contract by the DPS Statewide Strategic Sourcing Officer at the time the order is placed.

4. ADDITION/DELETION OF ITEMS AND SERVICES

This contract may be modified in order to add and/or delete items and services as deemed necessary by the Commonwealth of Virginia which are of like or similar nature. Such modifications may only be made by the representatives who are authorized to do so. No modifications to this contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

5. AUDIT

Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

Contractor may be required to obtain a certified independent third-party audit, at any time of the contract duration, to verify any then-current pricing and discount percentages to ensure compliance with all contractual provisions. In lieu of a certified audit, Contractor may be directed to submit a self-certification to verify current Contract pricing and discount percentages are in compliance with contract provisions.

6. AWARD

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

7. CANCELLATION OF CONTRACT

The Commonwealth reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 calendar days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 calendar days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

An agency's employee is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the Contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. The Purchasing Agency will document and notify the Contract Officer of an omission or failure by the Contractor to perform to the standard of the manufacturer.

8. BREACH

The Contractor shall be deemed in breach of this Agreement if the Contractor:

- a. Fails to deliver any Product or Service by the specified delivery date;
- b. Repeatedly fails to respond to requests for required service within the time limits set forth in this Agreement;
- c. Fails to comply with any other term of this Agreement and fails to cure such noncompliance within ten (10) days (or such greater period as is acceptable to the Commonwealth) following Contractor's receipt of a Show Cause Notice identifying such noncompliance; or
- d. Fails to provide a written response to the Commonwealth's Show Cause Notice within ten (10) days after receiving same.

The Contractor shall not be in breach of this Agreement if its default was from causes beyond the reasonable control of, and occurred without any fault or negligence on the part of, both the Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Commonwealth in either its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

In the event of breach, in addition to any other remedies provided by law, the Commonwealth may cancel its obligations with respect to any or all unaccepted Products or Services. All costs for return of Products shall be borne by the Contractor. In no event shall any failure by the Commonwealth to exercise any remedy available to it be construed as a waiver of or consent to any breach.

9. ORDERS

Authorized Users / Participating Entities may order Services from this Contract by one of the following methods:

- a. eVA: All Commonwealth of Virginia Authorized Users shall issue an order through the Commonwealth's eVA eProcurement website portal
- b. Participating Entity e-Procurement systems: NASPO ValuePoint Participating Entities may issue orders through their own entity-specific e-Procurement system, as specified in any fully executed Participating Addendum
- c. Purchase Order (PO): An official and duly authorized purchase order form issued by a Participating Entity external to any e-Procurement system.

This ordering authority is solely limited to issuing orders for Services available under this Agreement.

Any Order placed prior to termination or expiration of the Agreement, shall survive such expiration or termination, and the provisions of this Agreement shall continue to have full force and effect for the duration of any Order term.

The Contractor shall report all orders received to the DPS Statewide Strategic Sourcing Officer in accordance with the Reporting requirements delineated herein.

10. ORDER CHANGES

Any changes to an Order after submission to the Contractor must be made between the Authorized User and Contractor. Both parties shall agree in writing to any changes in the scope of work and any increase or decrease in the price that may result as a consequence of the changes. No Order

changes may be made verbally. Only the Authorized User has the right to issue a change to any Order.

11. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS

The solicitation/contract will result in multiple purchase order(s) with the eVA transaction fee specified below assessed for each order.

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
- b. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.

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

The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

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

12. CONTRACTUAL DISPUTES

In accordance with Section 2.2-4363 of the *Code of Virginia*, Contractual claims, whether from money or other relief, shall be submitted in writing to the Authorized User no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to the Authorized User at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The Authorized User shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under Section 2.2-4365 of the *Code of Virginia* nor institute legal action prior to receipt of the Commonwealth's decision on the claim, unless the Commonwealth fails to render its decision within thirty (30) days. The decision of the Commonwealth shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 2.2-4364, *Code of Virginia*, or the administrative procedure authorized by Section 2.2-4365, *Code of Virginia*.

The Commonwealth or any Authorized User, and their officers, agents and employees, including without limitation, the Contracting and Ordering Officers, are executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent of the

Commonwealth agency or Authorized User that is purchasing and receiving the goods or services in question and need not be joined as a party to any dispute that may arise there under.

In the event of any breach by the Commonwealth or any Authorized User, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any Services hereunder.

For any Order issued by an Authorized User, the User is responsible to fully and independently administer any Services provided under the Agreement to include contractual disputes, and invoicing and payments, without direct administration from DGS. Neither the Commonwealth nor DGS shall be held liable for any costs or damages by any other User as a result of any authorization by the Contractor to use the Agreement.

By entering into this Agreement, the Contractor hereby certifies and warrants that neither the Commonwealth nor DGS shall be held responsible or accountable for any acts or omissions of any Authorized User, and shall not be considered in default of this Agreement, no matter the circumstances. The use of the Agreement does not preclude any participating Authorized User from using other agreements or competitive processes as their needs may require

13. E-VERIFY PROGRAM

Pursuant to *Code of Virginia* §2.2-4308.2, any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

14. QUANTITIES

No minimum or maximum level of sales volume is guaranteed or implied in awarded agreements made under this RFP, nor is there a guarantee of the number of individual Purchase Orders which might be issued nor the dollar amount of any individual Purchase Order or charge card purchases or their aggregate amount.

15. CATALOGS

The Contractor shall furnish current catalogs with their response to the RFP which shall become a part of the Contract, and/or as negotiated. Contractor's name and address should appear on all catalogs. Where a price list shows more than one column of prices, the Contractor shall clearly identify the column, which represents the gross prices charged to the Commonwealth and Participating Entities. Each Offeror shall quote a firm-fixed discount percentage from their current submitted catalog. Upon request, the Contractor shall furnish catalogs for items awarded directly to the Commonwealth and Participating Entities within three (3) business days.

16. MANDATORY ACCEPTANCE OF SMALL PURCHASE CHARGE CARD (SPCC)

Purchasing charge cards offer Commonwealth of Virginia agencies and public entities the opportunity to streamline their procedures for procuring and paying for small dollar goods and/or services. Offerors responding to this solicitation should note that acceptance of payment by purchase card is **mandatory (unless waived by DPS) within 90 calendar days of contract award.**

Charge Card Levels: The amount of data passed for each charge card payment depends on the level at which the charge card is established. Payment for orders issued against the contract(s) resulting from this solicitation must allow for the Purchase Order Number to be passed at the time of charge so that the Purchase Order Number is received by the card platform and passed to the Card provider. The levels are delineated below and vendors must establish their card account at Level 2, which is mandatory, or Level 3, which is optional. Information on the various levels for the Visa Purchase Card is indicated below.

Level 1 - vendors provide basic charge card purchase information, including but not limited to the data listed below. By passing “Basic Data”, the vendor has a standard interchange cost.

Supplier Name
Merchant Category Code
Date
Total Purchase Amount

Level 2 - vendors provide additional information to the Level 1 elements, including but not limited to the data listed below. By passing Level 2 detail, the vendor will receive lower interchange costs. Level 2 is **mandatory** for any vendors who do business with the Commonwealth of Virginia and accept the Visa Card.

Customer Code (PCO Number from eVA); and
Vendor Tax ID

Level 3 - vendors provide line item detail, in addition to the Level 1 and Level 2 elements, including but not limited to the data listed below. By passing Level 3 (**optional**) data which is considered Superior data, the vendor will receive the lowest interchange costs.

Item Description
Item Quantity
Item Unit of Measure
Product Code
Freight Amount
Extended line Item Amount

17. PROPOSAL ACCEPTANCE PERIOD

Any proposal in response to this solicitation shall be valid for 180 calendar days. At the end of the 180 calendar days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

18. FINANCIAL WARRANTY

Contractor shall ensure that the prices, discounts, incentives, and other financial terms (collectively, the “financial deal”) applicable to purchases under this Contract is always at least as favorable to the purchaser as the financial deal that the Contractor or its affiliates make available to any public body **in Virginia** for the same service(s) outside this Contract. Throughout the term of this Contract, if Contractor (or any affiliate) makes a better financial deal available to a public body in Virginia for any service(s) available under this Contract, Contractor shall immediately notify DGS of the details and, at DGS’s option, sign an amendment to this Contract, so that an equivalent financial deal for the affected service(s) is also available as an option under this Contract. Contractor may request exemption if the better financial deal was for a spot purchase, and DGS shall grant such request if DGS in good faith finds that the spot purchase involved special

circumstances affecting cost that would make it unfair to apply an equivalent financial deal outside of that spot purchase. Upon DGS's request (and annually on August 1), Contractor shall submit to DGS an affidavit certifying full compliance with this Section. Contractor (and any affiliate) shall waive any contractual or other right that inhibits any public body in Virginia from disclosing to DGS or others the financial terms made available to the public body and upon request from DGS, Contractor shall ensure that a signed confirmation of the waiver is provided to the public body and DGS. As used in this Section, an affiliate is any entity that controls, is controlled by, or is under common control with, the Contractor.

19. PRIME CONTRACTOR RESPONSIBILITIES

Contractor shall be responsible for completely supervising and directing the work under the Contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the Prime Contractor. Contractor agrees that he is as fully responsible for the acts and omissions of his Subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

20. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

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

21. OWNERSHIP OF MATERIALS

Contractor retains all intellectual property rights and interest to the pre-existing course materials and the related intellectual property used to deliver services and all derivatives thereof.

22. REPORTS/SURCHARGE ADJUSTMENT FEE (SCA) FOR SALES IN THE COMMONWEALTH OF VIRGINIA

- a. Contractor's Quarterly Report of Sales: Contractor shall provide electronic reports in Microsoft Excel on a quarterly basis showing total dollar volume of purchases by each contract user. Reports shall be submitted no later than the 15th of the next month following the end of the quarter, If the 15th of the month falls on a weekend or holiday, the report shall be due the next business day. A template of the quarterly report in Excel format will be provided to the awarded contractor(s). All quarterly reports shall be delivered electronically to the Statewide Strategic Sourcing Officer. An electronic copy shall also be delivered to the following email address: vappreport@dgs.virginia.gov. Failure to submit information in the required format and time may result in cancellation of the awarded contract.
- b. Surcharge Adjustment: For sales in the Commonwealth, the Contractor shall pay the Department of General Services (DGS), a Surcharge Adjustment Fee (SCA) under this Contract. The Contractor must remit the fee within 30 days after the end of each quarterly reporting date. The SCA fee equals two percent (2%) of the total monthly sales reported.

The SCA fee amount due must be paid by check with identification of "Contract number," "report amounts," and "report period," on either the check stub or other remittance material. DGS may at its discretion, agree to an electronic funds transfer, in lieu of a check; however in the absence of an express written agreement from DGS that validates the agreement, the payment shall be made by check as described herein.

Checks shall be payable to: Treasurer of Commonwealth of Virginia
Note in the Memo portion of the check that it is for: SCA fees, the Quarter for which it is being paid, the contract number & mail to:

DGS/Div. of Purchases & Supply
Attn: SCA Coordinator
P.O. Box 1199
Richmond, VA 23218

Failure to submit timely payments as described above may result in cancellation of the awarded contract.

23. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE

It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a DSBSD-certified small business and where it is not practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No bidder/offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

Each prime contractor who wins an award in which a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on an annual basis starting with the date of award, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. Upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.

Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on an annual basis, information on use of subcontractors that are not DSBSD-certified small businesses. Upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

24. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION

The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the *Code of Virginia*. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

25. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

ATTACHMENT D

**COMMONWEALTH OF VIRGINIA
ADDITIONAL REQUIRED FORMS**

THE FOLLOWING FORMS MUST BE COMPLETED AND INCLUDED IN THE OFFEROR'S PROPOSAL

<u>Section</u>	<u>Description</u>
D-1	OFFEROR PROFILE
D-2	PROPRIETARY INFORMATION IDENTIFICATION
D-3	EXCEPTIONS TO RFP
D-4	VENDOR DATA SHEET
D-5	VIRGINIA STATE CORPORATION COMMISSION FORM
D-6	SMALL BUSINESS SUBCONTRACTING PLAN

ATTACHMENT D-1

OFFEROR PROFILE

OFFEROR NAME: _____

Question	Response Y or N	Supporting Information*
1. Offeror meets the quality standards as described in Section I.B "Purpose".		
2. Offeror is proposing procurement competency courses		
3. Offeror is proposing business competency courses		
4. Offeror is proposing project management courses		
5. Offeror is proposing supply chain management competency courses		
6. Offeror is proposing its complete course catalog		
7. Offeror is able to tailor or customize standard course offerings		
8. Offeror is able to develop fully customized courses		
9. Offeror is able to provide multiple delivery platforms:		
a. On-site classroom		
b. Online instructor-led		
c. Online self-paced		
d. Webinars		
e. Mobile		
f. Other: Specify		
10. Offeror is able to deliver services in selected states only (specify state/s)		
11. Offeror is able to deliver services regionally only (specify geographic region/s)		
12. Offeror is able to deliver services nationwide		
12. Offeror has a partnership with a college or university for course delivery and/or continuing education credit (specify)		
13. Offeror has one or more curricula leading to national certification (specify)		
14. Offeror has worked with other public procurement entities (specify)		

*Explanatory Notes (use additional pages if needed):

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT D-4

**COMMONWEALTH OF VIRGINIA
RFP# E194-1922**

VENDOR DATA SHEET

Note: The following information is required and failure to submit all information requested may result in the Commonwealth requiring prompt submission of missing information.

1. Qualification: The vendor must have the capability and capacity in all respects to fully satisfy all contractual requirements.

2. Vendor's Primary Contact:

Name (Print): _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of goods or services:

_____ Years _____ Months

4. Vendor Information: eVA Vendor ID or DUNS Number: _____

5. Provide information of at least three (3) current or recent accounts, either commercial or governmental, that your business has provided similar goods and/or services.

a. Company: _____ Contact: _____

Address: _____

Phone : (____) _____ Email: _____

Dates of Service: _____ \$ Value: _____

b. Company: _____ Contact: _____

Address: _____

Phone : (____) _____ Email: _____

Dates of Service: _____ \$ Value: _____

c. Company: _____ Contact: _____

Address: _____

Phone : (____) _____ Email: _____

Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information:

Signed: _____

Title: _____ Date: _____

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT D-5

COMMONWEALTH OF VIRGINIA
RFP# E194-1922

VIRGINIA STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission ("SCC") registration information:

The undersigned Offeror:

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

-OR-

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

-OR-

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

-OR-

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

**** NOTE ****

Check this box if you have not completed any of the foregoing options, but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals.*

Signature: _____

Name: _____
(Print)

Title: _____

Name of Firm: _____

Date: _____

* The Commonwealth reserves the right to determine in its sole discretion whether to allow such a waiver.

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ATTACHMENT D-6

**COMMONWEALTH OF VIRGINIA
RFP# E194-1922**

Small Business Subcontracting Plan

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential bidders are required to submit a Small Business Subcontracting Plan.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for bids. This shall also include DSBSD-certified women- and minority-owned businesses when they also hold a DSBSD certification as a small business on the bid due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify under the definitions below.

Certification applications are available through DSBSD online at www.DSBSD.virginia.gov (Customer Service).

Bidder Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form. This includes DSBSD-certified women-owned and minority-owned businesses when they have also received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period in relation to the bidder's total price for the initial contract period. in Section B.

Section A

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification number: _____ Certification Date: _____

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**ATTACHMENT E
COMMONWEALTH OF VIRGINIA RFP# E194-1922
OFFEROR'S PRICING PROPOSAL SCHEDULE**

The Pricing Proposal Schedule is for evaluation purposes and the proposal response should reflect all services an Offeror proposes to provide through this RFP. The prices shall include all Offeror's expenses except travel and travel-related costs. The Commonwealth will determine an overall proposal price to be used in the Ratio Calculation (reference Section XVIII.C) by averaging the Total Discounted Price by the number of prices submitted by the Offeror. An Offeror may be awarded one or multiple categories.

Instructions: Offeror must provide an average price per person for all courses in each category for which they offer training services. The average price per person will be based on **classroom format and 20 attendees per class**. Enter \$0 in the Catalog Price column to indicate NO OFFER.

Procurement Category		Catalog Price (\$)	Discounted Price (\$)	Whole Percentage (%) Discount
One-Day Classroom Format	Per Person			
Two-Day Classroom Format	Per Person			
Three-Day Classroom Format	Per Person			
Project Management Category				
One-Day Classroom Format	Per Person			
Two-Day Classroom Format	Per Person			
Three-Day Classroom Format	Per Person			
Business Skills Category				
One-Day Classroom Format	Per Person			
Two-Day Classroom Format	Per Person			
Three-Day Classroom Format	Per Person			
Total Discounted Price (Total of all prices in the Discounted Price column)				

Offeror should take into consideration the following anticipated costs associated with providing and delivering training services except travel and travel-related expenses:

1. Training instructor salary and fees
2. Cost of course materials including shipping
3. Cost of exams
4. Overhead and profits
5. Production and preparation of any reports
6. Transaction fees:
 - a. eVA (refer to Attachment B Item 14) for services within the Commonwealth of VA only
 - b. SCA (refer to Attachment C Item 24) for services within the Commonwealth of VA only
 - c. NASPO ValuePoint Administrative Fee (refer to Attachment A Item 26)

Signed: _____

Title: _____ Date: _____

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