



**VIRGINIA STATE POLICE
MEMORANDUM OF AGREEMENT
THE STATE AND LOCAL LAW ENFORCEMENT EQUIPMENT
PROCUREMENT PROGRAM “THE 1122 PROGRAM”**

THIS AGREEMENT made this _____ day of _____, 20____, by and between the Virginia Department of State Police and _____ hereinafter referred to as “Recipient”. Whereas there is an opportunity for the Recipient to purchase Law Enforcement Equipment suitable for Counter-Drug activities, Homeland Security, and Emergency Response Units through the Federal Procurement channels. The Recipient acknowledges its understanding of the following:

1. All requests for the procurement of counter-drug related supplies and equipment will be sent to the State Point of Contact (SPOC) for the 1122 Program.
2. A check for the total amount of the procurement being submitted must accompany the request for procurement.
3. The VSP SPOC will place orders with the appropriate Federal Agency or GSA Contractor in accordance with the VPPA and State Procurement regulations and utilizing Virginia’s electronic procurement system (eVA).
4. Upon receipt of the requested supplies and/or equipment, the Recipient will send a receiving report within two days to the SPOC. At which time payment will be released to the appropriate Federal Agency or GSA contractor.
5. If the Recipient receives supplies or equipment that is not in conformance with item specifications, the Recipient will immediately call the SPOC for problem resolution.
6. The Virginia State Police are acting only as a “State Point of Contact” for the State and Local Law Enforcement Equipment Procurement Program and in no way endorses any particular vendor or product and in no way warrants supplies and equipment procured through this program.

Having considered the foregoing, and recognizing any risks involved, the Recipient desires to be an active participant in the State and Local Law Enforcement Procurement Program, "The 1122 Program", and agrees to comply with the requirements set forth therein. The Virginia State Police SPOC agrees to process requests for Counter-Drug supplies and equipment, Homeland Security and Emergency Response Units as expeditiously as possible and in conformance with the Department of Defense policies and procedures pertaining to this program. Further, the Recipient agrees to hold the Virginia Department of State Police, the Commonwealth of Virginia, and any other state agency involved in this program, harmless in the event of any law suit or claim arising as a result of the acquisition, use or disposal of supplies and equipment procured under this program to the extent permitted by law and without waiving sovereign immunity. The Recipient, to the extent permitted by law, shall have the duty to defend the Virginia Department of State Police and will be and remain liable for the procurement, use, or disposal of supplies and equipment received under this program.

Recipient: _____
(Agency)

By: _____ Date: _____
(Agency Head Title)

(Agency Head Signature)

Virginia Department of State Police

By: _____ Date: _____
Anthony J. Puckett, Lieutenant
State Point of Contact (SPOC), 1122 Program