

**PARTICIPATING ADDENDUM  
NASPO VALUEPOINT  
TRAINING SERVICES FOR PROCUREMENT PROFESSIONALS  
MASTER AGREEMENT  
ADMINISTERED BY THE COMMONWEALTH OF VIRGINIA**

ROAD MAP CONSULTING, LLC  
("CONTRACTOR")  
MASTER AGREEMENT NO: E194-73092-MA2186  
("CONTRACT")  
AND  
COMMONWEALTH OF VIRGINIA  
("PARTICIPATING STATE")

**1. SCOPE**

This is an addendum for the Training Services for Procurement Professionals Master Agreement administered by the Commonwealth of Virginia for use by state agencies and other entities located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts with the prior approval of the State Chief Procurement Official.

**2. PARTICIPATION**

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

**3. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT**

These modifications or additions apply only to actions and relationships within the Participating State.

Participating State to check one box:

No changes to the terms and conditions of the Master Agreement are required

The following changes are modifying or supplementing the Master Agreement terms and conditions.

**A. AUTHORIZED USERS**

This Contract is the result of a competitive solicitation and its use is optional for all Commonwealth state agencies, institutions of higher education, and other public bodies and entities authorized to use the Contract, 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).

**B. ORDERS**

Any Order placed by the Participating State for a Product and/or Service available from the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

Authorized Users are solely limited to issuing orders for Products and/or Services available under this Contract. All Authorized Users shall issue orders through the Commonwealth's eVA eProcurement website portal. Unless otherwise instructed or exempted by the Commonwealth of Virginia Department of General Services (DGS), Division of Purchases and Supply (DPS), orders placed by Authorized Users within the Commonwealth against this Contract that are not processed through eVA are not in compliance

with the terms and conditions of the Contract and Contractor receiving such non-eVA orders shall notify the Authorized User to resubmit their Order through eVA. Authorized Users shall indicate the Contract number in the appropriate field on the eVA Order.

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

### **C. EVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS**

The eVA Internet electronic procurement solution, website portal [www.eva.virginia.gov](http://www.eva.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with Commonwealth Authorized Users. This Participating Addendum may result in multiple purchase order(s) with the eVA transaction fee specified below assessed for each order within the Commonwealth of VA.

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

- i. DSBSD-certified Small Businesses: 1.0%, capped at \$500 per order.
- ii. Businesses that are not DSBSD-certified Small Businesses: 1.0%, 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 processed by the Authorized User.

Contractor shall participate in the eVA Internet e-procurement solution and agree to comply with the following: 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 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](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

### **D. 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.

### **E. REPORTS AND FEES FOR SALES IN THE COMMONWEALTH OF VIRGINIA**

#### **1. Small Business Subcontracting and Evidence of Compliance**

Each prime contractor who wins an award in which a small business subcontracting plan is a condition of the award, shall deliver to the Commonwealth 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 to the Commonwealth 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 Commonwealth 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 Commonwealth 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 Commonwealth at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided

2. 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 Section C entitled "*eVA Business-To-Government Contracts, and Orders*" for more information on eVA fees.
3. Contractor's Quarterly Report of Sales: Contractors shall provide electronic reports, in a Microsoft Excel template provided by the Commonwealth, on a quarterly basis showing total invoiced sales data for the Commonwealth of VA, which means all invoices issued within the reporting period. Reports shall be submitted no later than the 15th of the next month following the end of the calendar quarter, reporting total invoiced sales and return transactions that took place in the immediately preceding quarter. Reports shall be sent to the Lead State Contract Administrator and to the following email address: [vssireport@dgs.virginia.gov](mailto:vssireport@dgs.virginia.gov). Failure to comply with reporting requirements in the required format and time may result in payment(s) for services being withheld until compliance is confirmed. The Commonwealth reserves the right to pursue other appropriate remedies for Contractor's failure to comply with the reporting and payment requirements to include but is not limited to cancellation of the awarded Contract.
4. Surcharge Adjustment: The Contractor must pay the DGS, a Surcharge Adjustment (SCA) fee under this Contract. DGS will not issue invoices or statements. The Contractor must remit the SCA fee by the last day of the month following the end of the calendar quarter. The SCA fee equals two percent (2%) of the quarterly reported total invoiced sales described in section E.3. 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, payment shall be made by check unless there is an express written agreement from DGS.

Checks shall be payable to: Treasurer, Commonwealth of Virginia

Checks shall be mailed to: DGS/Division of Purchases and Supply  
ATTN: SCA Coordinator  
P.O. Box 1199  
Richmond, VA 23218-1199

If the full amount of the SCA fee is not paid within 30 calendar days of due date, it shall constitute a debt that the Contractor is obligated contractually to pay to the Commonwealth of Virginia, and the Commonwealth may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the SCA fee in a timely manner may result in termination or cancellation of this Contract.

Schedules:

<u>Report Period</u>	<u>Sales Months</u>	<u>Quarterly Report Due</u>
1st Quarter	Jan, Feb, Mar	April 15th
2nd Quarter	Apr, May, June	July 15th
3rd Quarter	July, Aug, Sept	October 15th
4th Quarter	Oct, Nov, Dec	January 15th

<u>SCA Fee Period</u>	<u>Sales Months</u>	<u>Quarterly Payment Due</u>
1st Quarter	Jan, Feb, Mar	April 30th
2nd Quarter	Apr, May, June	July 31st
3rd Quarter	July, Aug, Sept	October 31st
4th Quarter	Oct, Nov, Dec	January 31st

**F. 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.

**G. 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 good(s)/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 good(s)/service(s) available under this Contract, Contractor shall immediately notify the Commonwealth of the details and, at the Commonwealth’s option, sign an amendment to this Contract, so that an equivalent financial deal for the affected good(s)/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 the Commonwealth shall grant such request if the Commonwealth 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 the Commonwealth’s request (and annually), Contractor shall submit an affidavit certifying full compliance with this section. The Contractor (and any affiliate) shall waive any contractual or other right that inhibits any public body in Virginia from disclosing to the Commonwealth or others the financial terms made available to the public body, and upon request from the Commonwealth, Contractor shall ensure that a signed confirmation of the waiver is provided to the public body and the Commonwealth. As used in this section, an affiliate is any entity that controls, is controlled by, or is under common control with, the Contractor

**H. 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.

**I. DEFAULT**

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

**J. VENDORS MANUAL**

This Contract 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 available for review at [www.eva.virginia.gov](http://www.eva.virginia.gov) on the "I Sell to Virginia" tab.

**K. APPLICABLE LAWS AND COURTS**

This 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 Authorized User and the Contractor are encouraged to resolve any issues in controversy arising from the award of the Contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia § 2.2-4366*). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

**L. ANTI-DISCRIMINATION**

The Contractor certifies to the Commonwealth that it 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 was 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 A. and B. below apply:

1. During the performance of this Contract, the Contractor agrees as follows:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational

qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

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

**M. IMMIGRATION REFORM AND CONTROL ACT OF 1986**

The Contractor certifies that it does not and shall not during the performance of this Contract, knowingly employ an unauthorized alien as defined in the *Federal Immigration Reform and Control Act of 1986*.

**N. ANTITRUST**

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

**O. DRUG-FREE WORKPLACE**

During the performance of this Contract within the Commonwealth of Virginia, 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 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.

**P. 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 Contract, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the entity'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 entity of any breach or suspected breach in the security of such information. Contractors shall allow the entity to both participate in the investigation of incidents and

exercise control over decisions regarding external reporting. Contractors and their employees working on this Contract may be required to sign a confidentiality statement.

## Q. PAYMENT

### 1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number and/or Contract number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days.
- c. All goods or services provided under this Contract or purchase order that are to be paid for with public funds shall be billed by the Contractor at the Contract price regardless of which Authorized User is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the *Virginia Debt Collection Act*.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an entity of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

### 2. To Subcontractors:

- a. Contractor is hereby obligated:
  - (i) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or
  - (ii) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one (1) percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the

Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary Contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the Authorized User, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

**R. 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.

**S. EXCLUSIVITY OF TERMS AND CONDITIONS**

No employee or agent of the Commonwealth or Authorized User shall be required to sign or execute any additional contract, license or other contract containing contractual terms and conditions. Any documents signed by persons other than the Division of Purchases and Supply Director or the authorized designee shall have no validity or effect upon the Contract.

**T. BREACH**

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

1. Fails to deliver any Product or Service by the specified delivery date;
2. Repeatedly fails to respond to requests for required service within the time limits set forth in this Contract;
3. Fails to comply with any other term of this Contract 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
4. 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 Contract 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, or 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.

**U. AUDIT**

The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The 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.

The 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.

**V. CONTRACTUAL DISPUTES**

In accordance with §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 § 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 §2.2-4364 of the *Code of Virginia*, or the administrative procedure authorized by §2.2-4365 of the *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 Contract 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 thereunder.

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, of 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.

The Authorized User is responsible to fully and independently administer any Services provided for any Order under the Contract 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 Authorized User as a result of any authorization by the Contractor to use the Contract.

By entering into this Contract, 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 Contract, no matter the circumstances. The use of the Contract does not preclude an Authorized User from using other contracts or competitive processes as its needs may require.

#### 4. PRIMARY CONTACTS

The primary contact individuals (or their named successors) for this Participating Addendum are as follows:

##### **CONTRACTOR CONTACT**

Name	Michael V. Perch
Address	1800 Diagonal Road, Suite 600, Alexandria, VA 22314
Telephone	703-286-5426
Fax	703-859-1749
E-mail	mperch@roadmapc.com

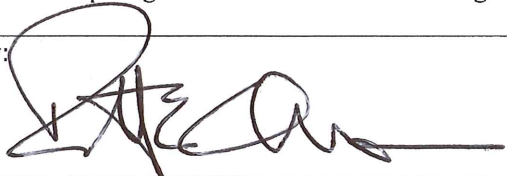

##### **PARTICIPATING STATE CONTACT**

Name	Katherine Bosdell, CPPB, VCO
Address	1111 E Broad St., Richmond, VA 23219
Telephone	804-786-2397
Fax	804-786-5413
E-mail	katherine.bosdell@dgs.virginia.gov

**NASPO VALUEPOINT CONTACT**

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@naspovaluepoint.org

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating State: Commonwealth of Virginia	Contractor: Road Map Consulting, LLC
By: 	By: 
Print Name: Robert E. Gleason, CPPO, VCO	Print Name: Michael v. Peuch
Title: Director of Division of Purchases and Supply	Title: Managing Director
Date: July 18/2016	Date: July 15, 2016

Please email a fully executed PDF copy of this document to [PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org) to support documentation of participation and posting in appropriate data bases.