

PROCUREMENT OF ACQUISITION SUPPORT SERVICES (PASS)
Led by the State of Hawaii

Master Agreement #: **19-19-04**
Contractor: **CENTER FOR APPLIED INNOVATION, LLC**
Participating Entity: **COMMONWEALTH OF VIRGINIA**

I. The following services are **NOT** included in this contract portfolio:

Information Technology consulting services for **ALL** state agencies – Virginia Information Technology Agency (VITA) has purview over these services.

Any and all services that are outside the Agency Procurement & Surplus Property Manual and/or the Virginia Public Procurement Act for the Commonwealth of Virginia departments, institutions and agencies, other public bodies and entities authorized to use the Contract by the Code of Virginia § 2.2-4301 and 2.2-1120(D), to include private institutions of higher education chartered in Virginia and granted tax-exempt status under the Internal Revenue Code §501(c)(3), in the purchase of any commodity listed within the Contract.

II. DEFINITIONS

1. Contractor means the person or entity delivering products or performing services under all contractual provisions stipulated under the Master Agreement.
2. 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.
3. 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 of 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.
4. Order or Purchase Order means any eVA order used by a Purchasing Entity to order the products and services on the Master Agreement.
5. Participating Addendum means a bilateral agreement executed by a contractor and a Participating Entity, which incorporates a Master Agreement 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).

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6. Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.
7. 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; however, a Participating State is not required execute a Participating Addendum.

A Participating State becomes a Participating Entity after execution of the Participating Addendum.

8. 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.

III. Master Agreement Terms and Conditions:

1. **SCOPE:** This addendum covers the *Procurement of Acquisition Support Services (PASS)* led by the State of Hawaii for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. **PARTICIPATION:** This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the Commonwealth 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)*. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. **PRIMARY CONTACTS:** The primary contact individuals, or their named successors, for this Participating Addendum are as follows:

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CONTRACTOR

Name:	Robert C. Morris, Jr.
Address:	214 Terrebonne Road, Yorktown, VA 23692-4867
Telephone:	757-869-6770
Fax:	270-477-7087
Email:	BobM@caihq.com

PARTICIPATING ENTITY

Name:	Elizabeth A. Banks, Statewide Sourcing & Contracting Officer Commonwealth of Virginia Dept. of General Services, Division of Purchases & Supply
Address:	1111 East Broad Street, Richmond, VA 23219
Telephone:	804-786-8873
Email:	elizabeth.banks@dgs.virginia.gov

4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

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

Participating Entity must check one of the boxes below.

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.

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4.1. VIRGINIA PUBLIC PROCUREMENT ACT

The Virginia Public Procurement Act ("VPPA", §2.2-4300 et seq. of the Code of Virginia), including Article 6 (Ethics in Public Contracting), shall apply to any Participating Addendum entered into between the Contractor and a Virginia public entity under the Master Agreement.

4.2. VENDORS MANUAL

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

4.3. APPLICABLE LAWS AND COURTS

This Participating Addendum shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the Contractor are encouraged to resolve any issues in controversy arising from the order of the Participating Addendum 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.

4.4. ANTI-DISCRIMINATION

The Contractor certifies 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 Participating Addendum is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Participating Addendum 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 Participating Addendum over \$10,000 the provisions in A. and B. below apply:

- A. During the performance of this Participating Addendum, the Contractor agrees as follows:

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1. 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.
2. 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.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
4. The requirements of these provisions A. and B. are a material part of the Participating Addendum. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this Participating Addendum for breach, or at its option, the whole Participating Addendum. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific Participating Addendum is terminated.
5. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the Contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this Participating Addendum.

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

4.5. ETHICS IN PUBLIC CONTRACTING

The Contractor certifies that they have not engaged in collusion or fraud in relation to any aspect of this Participating Addendum or its Master Agreement with the Lead State or other entity that conducted the procurement upon which this Participating Addendum is based and that is has not offered or received any kickbacks or inducements from any other bidder, offeror, supplier, manufacturer or subcontractor in connection with this Participating Addendum or procurement. The Contractor also certifies it has 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.

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4.6. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering into a written Participating Addendum with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the Participating Addendum for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

4.7. DEBARMENT STATUS

By participating in this Participating Addendum, the Contractor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by the Master Agreement or Participating Addendum. The Contractor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

4.8. ANTITRUST

By entering into a Participating Addendum, 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 Participating Addendum.

4.9 PAYMENT

A. To Prime Contractor:

1. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
2. Any payment terms requiring payment in less than 30 days for state agencies or less than 45 days for localities will be regarded as requiring payment 30/45 days (as applicable) days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30/45 days (as applicable).

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3. All goods or services provided under this Participating Addendum, that are to be paid for with public funds, shall be billed by the Contractor at the Master Agreement price, regardless of which public agency is being billed.
4. 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 when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
5. **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 resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the Contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

B. To Subcontractors:

1. Within seven (7) days of the Contractor's receipt of payment from the Commonwealth, a Contractor under this Participating Addendum is hereby obligated:
 - a. To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the Participating Addendum; or
 - b. To notify the Commonwealth and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
2. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Participating Addendum) 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 (1.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 Participating Addendum. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

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- C. The Commonwealth of Virginia encourages Contractors and subcontractors to accept electronic and credit card payments.
- 4.10. PRECEDENCE OF TERMS
- The following Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *PAYMENT* shall apply in all instances.
- 4.11. ASSIGNMENT OF PARTICIPATING ADDENDUM
- The Participating Addendum shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- 4.12. CHANGES TO THE PARTICIPATING ADDENDUM
- Changes can be made to the Participating Addendum in any of the following ways:
- A. The parties may agree in writing to modify the terms, conditions, or scope of the Participating Addendum. Any additional goods or services to be provided shall be of a sort that is ancillary to the Master Agreement goods or services, or within the same broad product or service categories as were included in the Master Agreement award. Any increase or decrease in the price resulting from such modification may be agreed to by the parties as a part of their written agreement to modify the scope of the Participating Addendum.
- B. The Purchasing Entity may order changes within the general scope of the Participating Addendum at any time by written notice to the Contractor. Changes within the scope of the Participating Addendum include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt, unless the Contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the Contractor shall, in writing, promptly notify the Purchasing Entity of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Entity's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Entity decides to issue a notice that requires an adjustment to compensation, the Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Entity a credit for any savings. Said compensation shall be determined by one of the following methods:
1. By mutual agreement between the parties in writing; or
 2. By agreeing upon a unit price or using a unit price set forth in the Master Agreement, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to

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the Purchasing Entity's right to audit the Contractor's records and/or to determine the correct number of units independently; or

3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Master Agreement. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Entity with all vouchers and records of expenses incurred and savings realized. The Purchasing Entity shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Entity within thirty (30) days from the date of receipt of the written order from the Purchasing Entity. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Participating Addendum or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Participating Addendum shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Entity or with the performance of the Participating Agreement generally.

4.13. DEFAULT

In case of failure to deliver goods or services in accordance with the Master Agreement or Participating Addendum 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.

4.14. 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 Participating Addendum shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

If sales or deliveries against the Participating Addendum are not exempt, the Contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the Contractor from offering a tax-included price.

4.15. INSURANCE

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The Contractor certifies that it will have the following insurance coverage at the time the Participating Addendum is executed. 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 Contractor further certifies that the Contractor and any subcontractors will maintain these insurance coverage during the entire term of the Participating Addendum 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

- 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 Participating Addendum shall be in noncompliance with the Participating Addendum.
- 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 shall be added as an additional insured to the policy by an endorsement.
- 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 Participating Addendum. Contractor must assure that the required coverage is maintained by the Contractor or third party owner of such motor vehicle.)

4.16. DRUG-FREE WORKPLACE

During the performance of this Participating Addendum, 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 Master Agreement awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful

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manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Master Agreement.

4.17. NONDISCRIMINATION OF CONTRACTORS

A Contractor shall not be discriminated against in this Participating Addendum 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 Contractor employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific Participating Addendum is not in its best interest. If the Participating Addendum is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Participating Addendum 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.

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

The eVA Internet electronic procurement solution, web site 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 e-procurement solution by completing the free eVA Vendor Registration. All Contractors must register in eVA and pay the Vendor Transaction Fees specified below.

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:
 - 1. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - 2. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- B. Refer to Term and Condition "eVA Orders and Participating Addendum" to identify the number of purchase orders that will be issued as a result of this Participating Addendum with the eVA transaction fee specified above assessed for each order.

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, typically within 60 days of the order

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issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

4.19. AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the Commonwealth shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this Participating Agreement.

4.20. PRICE CURRENCY

All prices shall be in US dollars.

4.21. 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 Participating Addendum 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 Participating Addendum. The Commonwealth may void any Participating Addendum with a business entity if the business entity fails to remain in compliance with the provisions of this section.

4.22. 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 agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

4.23. CANCELLATION OF PARTICIPATING ADDENDUM

The Commonwealth reserves the right to cancel and terminate any resulting Participating Addendum, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial Participating Addendum period is for more than 12 months, the resulting Participating Addendum may also be terminated by the Contractor, without penalty, after the initial 12 months of the Participating Addendum period upon 60 days written notice to the other party. Any Participating Addendum 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.

4.24. eVA ORDERS AND PARTICIPATING ADDENDUM

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It is anticipated that the Participating Addendum will result in multiple purchase orders (i.e., one for each delivery requirement) with the eVA transaction fee assessed for each order. Purchasing Entities **must** order goods and/or services available from the Participating Addendum by issuing an order through the Commonwealth's electronic procurement website portal <http://www.eva.virginia.gov>.

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 Participating Addendum 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 terminate this Participating Addendum 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.

4.25. RENEWAL OF PARTICIPATING ADDENDUM

This Participating Addendum may be renewed by the Commonwealth upon written agreement of both parties for three (3) additional one year periods, under the terms of the current Participating Addendum, and at a reasonable time (approximately 90 days) prior to the expiration.

4.26. EXCLUSIVITY OF TERMS AND CONDITIONS

No employee or agent of the Commonwealth or Purchasing Entity shall be required to sign or execute any additional contract, license or other agreement containing contractual terms and conditions. Any documents signed by persons other than the Director, Division of Purchases & Supply or his/her authorized designee as identified herein shall have no validity or effect upon the Participating Addendum.

4.27. LOBBYING AND INTEGRITY

The Contractor shall not, in connection with this or any other Participating Addendum or contract with the Commonwealth, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any Commonwealth of Virginia officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give anyone any gratuity for the benefit of or at the direction or request of any state or public officer or employee.

Upon request of the Commonwealth, the Contractor shall provide any type of information the Commonwealth deems relevant to the Contractor's integrity or responsibility to provide the services or goods, described in the Master Agreement.

4.28. 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

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small dollar goods and/or services. Contractors should note that acceptance of payment by purchase card is **mandatory**.

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 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 Purchasing 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

4.29. PRIME CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for completely supervising and directing the work under this Participating Addendum and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this Participating Addendum shall be responsible to the prime contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors

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and of persons employed by them as he is for the acts and omissions of his own employees.

4.30. SUBCONTRACTS

No portion of the work shall be subcontracted without prior written consent of the Commonwealth. In the event that the Contractor desires to subcontract some part of the work specified in the Participating Addendum, the Contractor shall furnish the Commonwealth 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 Participating Addendum.

4.31 SUBCONTRACTORS

All contractors, dealers, and resellers authorized in the Commonwealth of Virginia, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

4.32 REPORTS AND FEES FOR SALES IN THE COMMONWEALTH OF VIRGINIA

A. CONTRACTOR'S QUARTERLY REPORT OF SALES: Contractor shall provide electronic reports in Microsoft Excel format on a quarterly basis showing total invoiced sales data, which means all invoices issued within the reporting period. Reports shall be provided no later 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 DPS Contracting Officer. Failure to submit information in the required format and time may result in cancellation of the Participating Addendum.

B. 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 Vendor Registration, Contracts, and Orders*" for more information on eVA fees.

C. OTHER REPORTING REQUIREMENTS:

The Contractor shall:

1. Meet or conference call at least quarterly with the DPS Contracting Officer to review performance, usage under the contract, and discuss opportunities for improvements.
2. Provide all documentation necessary for any performance audit(s), as requested by the DPS Contracting Officer.

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3. Notify the DPS Contracting Officer, in writing, of any unresolved disputes or problems that have been outstanding for more than thirty (30) days.

4.33 FINANCIAL WARRANTY

Contractor shall ensure that the prices, discounts, incentives, and other financial terms (collectively, the "financial deal") applicable to purchases under this Participating Addendum 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 Participating Addendum. Throughout the term of this Participating Addendum, 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 Participating Addendum, Contractor shall immediately notify the Commonwealth of the details and, at the Commonwealth's option, sign an amendment to this Participating Addendum, so that an equivalent financial deal for the affected good(s)/service(s) is also available as an option under this Participating Addendum. 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

4.34 STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a Supplier 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 Supplier 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 Supplier is not required to be so authorized. Indicate the above information on the SCC Form provided. Supplier 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 Supplier's statement describing why the Supplier 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 Supplier as demonstrating compliance.

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4.35 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 Participating Addendum, 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 or Participating Addendum 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.

4.36 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 or Participating Addendum 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.

4.37 BREACH

A. The Contractor shall be deemed in breach of this Participating Addendum 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 Participating Addendum;
3. Fails to comply with any other term of this Participating Addendum 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.

B. The Contractor shall not be in breach of this Participating Addendum 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

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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.

- C. 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.

4.38 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 Purchasing Entity 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 Purchasing Entity 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 Purchasing Entity 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 Purchasing Entity, 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 Purchasing Entity 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 Purchasing Entity, 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 Purchasing Entity is responsible to fully and independently administer any Services provided for any Order under the Participating Addendum to include contractual disputes, and invoicing and payments, without direct administration from

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DGS. Neither the Commonwealth nor DGS shall be held liable for any costs or damages by any other Purchasing Entity as a result of any authorization by the Contractor to use the Participating Addendum.

By entering into this Participating Addendum, 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 Purchasing Entity, and shall not be considered in default of this Participating Addendum, no matter the circumstances. The use of the Participating Addendum does not preclude a Purchasing Entity from using other contracts or competitive processes as its needs may require.

5. "RESERVED".

6. **ORDERS:** Any order placed by a Participating Entity or Purchasing Entity for a service available from this 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.



Purchasing Entities are solely limited to issuing orders for Products and/or Services available under this Participating Addendum. **All Purchasing Entities 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 Purchasing Entities within the Commonwealth against this Participating Addendum that are not processed through eVA are not in compliance with the terms and conditions of the Participating Addendum 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.

To be valid, a purchase order issued under this Participating Addendum must be issued during the term of the Participating Addendum. The period specified for performance of the purchase order may extend past the term of the Participating Addendum and the provisions of this Participating Addendum shall continue to have full force and effect for the duration of any Order term. If a notice terminating this Participating Addendum is issued, the notice shall be construed as applying only to the Participating Addendum and not to any existing purchase order, unless the notice expressly states the intent to terminate the purchase order.

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

Participating Entity: COMMONWEALTH OF VIRGINIA	Contractor: CENTER FOR APPLIED INNOVATION, LLC
Signature: 	Signature: 
Name: Elizabeth A. Banks	Name: Robert C. Morris, Jr.
Title: Statewide Sourcing & Contracting Officer	Title: President
Date: October 11, 2019	Date: 11 October 2019

For questions on executing a participating addendum, please contact:

NASPO VALUEPOINT

Cooperative Development Coordinator:	Tim Hay
Telephone:	503-428-5705
Email:	thay@naspovaluepoint.org

Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.