



MAILROOM EQUIPMENT, SUPPLIES &
MAINTENANCE
Led by the State of Arizona

Master Agreement #: CTR044595

Contractor: DMT SOLUTIONS GLOBAL CORPORATION DBA
BLUECREST

Participating Entity: STATE OF VIRGINIA

Master Agreement Terms and Conditions:

1. **Scope:** This addendum covers the Mailroom Equipment, Supplies & Maintenance contract led by the State of Arizona for use by state agencies and other entities located in the Participating State *[or State Entity]* 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 Commonwealth agencies, institutions of higher institution, political subdivisions and other entities authorized to use state contracts in the Commonwealth of Virginia, and 501(C)3 organizations and/or private schools and institutions, if authorized to use this Addendum, are eligible to use pricing under this contract with the vendor's commercial lease agreement. Any such entity that does use the Master Agreement, under this Participating Addendum, shall be known as a Purchasing Agency, regardless of the entity's actual designation.

Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.



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

Contractor

Name:	<u>Susan Gabrielsen, Senior Vice President Sales, North America</u>
Address:	<u>37 Executive Drive, Danbury, CT 06810</u>
Telephone:	<u>914-262-3456</u>
Fax:	<u>N/A</u>
Email:	<u>susan.gabrielsen@bluecrestinc.com</u>

Contractor

Name:	<u>Thomas Tanaka, Account Executive</u>
Address:	<u>37 Executive Drive, Danbury, CT 06810</u>
Telephone:	<u>310-714-9945</u>
Fax:	<u>N/A</u>
Email:	<u>tom.tanaka@bluecrestinc.com</u>

Lead State

Name:	<u>Nyesha "Nye" Daley</u>
Address:	<u>Arizona DOA-SPO, 100 N 15th Ave, Suite 201, Phoenix, Arizona 85007</u>
Telephone:	<u>602-542-0100</u>
Fax:	<u>602-542-5508</u>
Email:	<u>Nyesha.Daley@azdoa.gov</u>

Participating Entity – Department of General Services/ Division of Purchases and Supply

Name:	<u>Calisha Williams</u>
Address:	<u>1111 East Broad Street, Richmond, VA 23219</u>
Telephone:	<u>804-786-5414</u>
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Email:	<u>Calisha.Williams@dgs.virginia.gov</u>



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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.

4.1 **VIRGINIA PUBLIC PROCUREMENT ACT:** The Virginia Public Procurement Act (“VPPA”, § 2.2-4300 of the Code of Virginia), including Article 6 (Ethics in Public Contracting), shall apply to any Addendum entered into between the Contractor and a Virginia public entity under the Master Agreement. .

4.2 **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 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 normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under “Vendors Manual” on the vendors tab.

4.3 **APPLICABLE LAWS AND COURTS:** This 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 Agreement 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 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 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



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and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every Addendum over \$10,000 the provisions below apply:

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

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 Addendum. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this Addendum for breach, or at its option, the whole Addendum. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific 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 Addendum.

B. The 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.

4.5 **ETHICS IN PUBLIC CONTRACTING:** The Contractor certifies that they have not engaged in collusion or fraud in relation to any aspect of this Addendum, or its Master Agreement with the lead state or other entity that conducted the procurement upon which this



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Addendum is based, and that it has not offered or received any kickbacks or inducements from any other bidder, offeror, supplier, manufacturer or subcontractor in connection with this Addendum or procurement. The Contractor also certifies 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.

- 4.6 **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written Addendum with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the 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 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 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 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 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/Addendum. 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 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, however.



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3. All goods or services provided under this 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 Addendum solicitation 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 this 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 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 (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the Addendum. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. The Commonwealth of Virginia encourages Contractors and subcontractors to accept electronic and credit card payments.

4.10 **PRECEDENCE OF TERMS:** The following General Terms and Conditions shall apply in all instances: *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-*



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DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT.

- 4.11 **QUALIFICATIONS OF CONTRACTORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to perform the services/furnish the goods and the Contractor shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Contractor's physical facilities to satisfy questions regarding the Contractor's capabilities. The Commonwealth further reserves the right to take any actions in contract or in law, if the evidence submitted by, or investigations of, such Contractor fails to satisfy the Commonwealth that such Contractor is properly qualified to carry out the obligations of the Addendum and to provide the services and/or furnish the goods contemplated therein.
- 4.12 **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- 4.13 **ASSIGNMENT OF ADDENDUM:** The Addendum shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- 4.14 **CHANGES TO THE ADDENDUM:** Changes can be made to the Addendum in any of the following ways:
- A. The parties may agree in writing to modify the terms, conditions, or scope of the 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 of the resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Addendum.
 - B. The Purchasing Agency may order changes within the general scope of the Addendum at any time by written notice to the Contractor. Changes within the scope of 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 Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that



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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 Agency 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 the Purchasing Agency'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 Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency 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 Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Master Agreement price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this 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 Addendum shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the Addendum generally.

4.15 **DEFAULT:** In case of failure to deliver goods or services in accordance with the Master Agreement 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.

4.16 **INSURANCE:** The Contractor certifies that it will have the following insurance coverage at the time the 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



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the entire term of the 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 Addendum shall be in noncompliance with the 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. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)
 - E. Cargo Insurance – A minimum of \$100,000 of coverage should be provided.
- 4.17 **DRUG-FREE WORKPLACE:** During the performance of this 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 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 Addendum.

- 4.18 **NONDISCRIMINATION OF CONTRACTORS:** A Contractor shall not be discriminated against in this Addendum because of race, religion, color, sex, national origin, age,



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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 Addendum is not in its best interest. If the Addendum is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this 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.

4.19 **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 Addendum.

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 an 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 Addendum. A public body may void any Addendum with a business entity if the business entity fails to remain in compliance with the provisions of this section.

4.22 **Hardware** and Software terms and conditions, Equipment Lease, Purchase and Rental Agreements are authorized in accordance with the terms of NASPO Master Price Agreement number: ADSPO16-169897 and its associated exhibits, attachments and addendums. <https://www.naspovaluepoint.org/portfolio/mailroom-equipment/bluecrest/>

4.23 **Lease Agreements:** Equipment Lease and Rental Agreements are authorized in accordance with the terms of NASPO ValuePoint Master Price Agreement number ADSPO16-169897. Any underlying leases to this agreement will remain in full force and effect throughout the stated lease term of such lease agreement, subject to termination provisions stipulated with such lease.

(a) Leases for BlueCrest Folders-Inserters Production, Inserters-Production, Pre-sorting Equipment Production and Software License and Subscriptions (the "BlueCrest Product Line") may be available in an applicable State through two third party lending companies, including, PNC Equipment Finance and Municipal Asset Management, Inc. The terms



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and conditions of the (i) Municipal Master Lease Purchase Agreement or the Muni Short Form FMV lease [PNC], and (ii) a Tax Exempt Lease/Purchase Agreement and a Rental Agreement [MAM] lease (together the “BlueCrest Leases”), as such may be available in this State, and have been included with this Participating Addenda. Pricing by third party leasing companies for BlueCrest Leases to be provided.

(b) The BlueCrest Leases may be offered under the Agreement and this State Participating Addenda and, in such cases, if there is a conflict between a BlueCrest Lease, and the State Participating Addenda, the BlueCrest Leases shall govern. Alternatively, the BlueCrest Leases may be offered as a separate contract outside the Participating Addenda and this Agreement. Further, in the event this State wishes to use its own lender, it will be considered a separate contract outside the Participating Addenda and this Agreement. Note that the BlueCrest Product Line is not available for an Equipment Rental program, as described in Section 3.16 of the Agreement”

4.24 Subcontractors: All contactors, 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.

4.25 Purchase Order Instructions:

All orders under this PA are to made out to and processed by BlueCrest (DMT) and should contain the following (1) Mandatory Language “PO is subject to NASPO ValuePoint Master Agreement number ADSPO16-16987-CTR044595” (2) Your Name, Address, Contact & phone-Number.

Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or 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.

4.26 **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.

4.27 **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 agreement containing contractual terms and conditions. Any documents signed by persons other than the Director of DPS or their authorized designee shall have no validity or effect upon the Contract.



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4.28 **LOBBYING AND INTEGRITY:** The Contractor is cautioned that communications with individuals other than the DPS Contracting Officer may result in incorrect and/or insufficient information being provided. In addition, the bidder shall not, in connection with this or any other agreement with the Commonwealth of Virginia, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any state officer 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 officer or employee.

Upon request of the Commonwealth of Virginia's, Department of General Services, the bidder shall provide any type of information deemed relevant to the bidder's integrity or responsibility to provide the services or goods, described herein.

4.29 **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.

4.30 **DELIVERY TO CORRECTIONAL INSTITUTIONS:** The Contractor shall be responsible for adherence to the following guidelines as they pertain to delivering goods to correctional institutions, especially if the delivery location is within the secured perimeter.

- A. The Contractor shall be responsible for ensuring that all personnel connected with the work comply with the rules and regulations of each ordering agency, which may reach beyond the scope of this Addendum.
- B. The Contractor shall maintain proper security and control over all personnel, equipment, tools and materials at all times. The Contractor's equipment and personnel shall be subject to security checks and associated delays there from.
- C. There shall be no verbal discussion or physical contact between a Contractor's employees and inmates.
- D. Anyone bringing any inmate any item such as weapons, tools, food, drink, clothing, cigarette, matches, correspondence, printed or electronic media or assisting inmates to escape, is in violation of State Law and will result in prosecution.
- E. No weapon, alcohol, drugs or medication of any type is allowed on State property.



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- F. Keys shall be removed from all vehicles and other mobile equipment at all times when not in operation. Vehicle doors and tool compartments shall be locked at all times when not in use. Ladders left on vehicles shall be chained and locked at all times.
 - G. Any tools, especially any type of cutting tool, if left unattended will be confiscated.
 - H. All security regulations shall be observed at all times. These will be made known to the Contractor and his representatives by the Institutional Security Chief or his designee, at the point of entrance to the Institution.
 - I. All persons entering the prison complex are subject to being searched.
 - J. Contractors and their representatives are limited to movement to and from and within the immediate area of their work.
 - K. An institutional employee may be designated as liaison person between the Contractor and Institution. Unless otherwise stated, this person will be the Department Superintendent for whom the Contractor is performing the service.
 - L. Vehicles may not be permitted to leave the facility until after the daily or routine security check has been performed.
 - M. All Contractor's employees shall have a valid identification with photograph at all times for identification that is acceptable to the Institution. A valid DMV driver's license is acceptable. No persons will be permitted to enter the Institution without valid identification.
- The Agency reserves the right to refuse entrance to anyone who appears, in the Agency's sole judgment, to be under the influence of drugs or alcohol or otherwise is impaired.



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4.31 SURCHARGE ADJUSTMENT FEE (SCA)

The Contractor must pay the Department of General Services (DGS), a Surcharge Adjustment 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. 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, then the payment shall be made by check as described herein.

Checks shall be payable to: Treasurer, Commonwealth of Virginia.

Checks shall be mailed to:
DGS/Division of Purchases and Supply
ATTN: VSSI Coordinator
PO 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:

Report Period

1st Quarter
2nd Quarter
3rd Quarter
4th Quarter

Sales Months

Jan, Feb, Mar
Apr, May, June
July, Aug, Sept
Oct, Nov, Dec

Quarterly Report Due

April 15th
July 15th
October 15th
January 15th

SCA Fee Period

1st Quarter
2nd Quarter
3rd Quarter
4th Quarter

Sales Months

Jan, Feb, Mar
Apr, May, June
July, Aug, Sept
Oct, Nov, Dec

Quarterly Payment Due

April 30th
July 31st
October 31st
January 31st



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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:	Contractor:
Signature: 	Signature: 
Name: Calisha Williams, CPPB, VCO	Name: Susan Gabrielsen
Title: Statewide Strategic Contracting Officer	Title: SVP Sales North America
Date: 1.12.2021	Date: 1/12/2021

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:
NASPO ValuePoint

Cooperative Development Coordinator:	
Telephone:	
Email:	ccc@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.]