



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

Date of Award: **FEB 21 2019**

DMT Solutions Global Corporation dba
BlueCrest
37 Executive Drive
Danbury, CT 06810

Attention: Dawn Ehlers; Manager, Business Operations

Reference: Mail Inserter Maintenance

Dear Ms. Ehlers:

Acceptance Agreement

Contract Number: 4400008255

This acceptance agreement signifies a contract award for maintenance of the mail inserter (model number ZX0V). The period of the contract shall be Five Years from Date of Award, with two (2) one-year renewal options.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement; and
- 2) The Attached Fairfax County Contract and Attachment A, On-Call Equipment Maintenance Agreement.

Please note that this is not an order to proceed. A Purchase Order constituting your notice to proceed will be issued to your firm. Please provide your Insurance Certificate according to Special Provisions, Section 16, within 10 days after receipt of this letter. All questions in regards to this contract shall be directed to the Contract Specialist, Jamie Pun at 703-324-3653 or via e-mail at jamie.pun@fairfaxcounty.gov.

Sincerely,

Cathy A. Muse, CPPO
Director/County Purchasing Agent

Department of Procurement & Material Management

12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/procurement

Phone 703-324-3201, **TTY:** 711, **Fax:** 703-324-3228

Fairfax County Standard Contract

THE PARTIES TO THIS CONTRACT, FAIRFAX COUNTY ("FAIRFAX COUNTY" OR "THE COUNTY") AND DMT SOLUTIONS GLOBAL CORPORATION d/b/a BlueCrest ("CONTRACTOR"), MUTUALLY AGREE THAT:

1. FAIRFAX COUNTY engages the CONTRACTOR to provide the following goods and/or services.
 - 1.1. Software maintenance and equipment maintenance for high-speed mail inserter (model# ZX0V) pursuant to BlueCrest On-Call Equipment Maintenance Agreement and Software Maintenance Schedule attached hereto as Attachment A and incorporated herein by reference.
2. PERIOD OF CONTRACT:
 - 2.1. The period of this contract shall be for five years from date of execution. This contract may be renewed for two one-year periods, as mutually agreed upon. The contractor agrees that prices shall remain firm for one year. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), or other relevant indices, not to exceed 3%.
3. COMPENSATION:
 - 3.1. Fairfax County agrees to pay the contractor as prescribed in Schedule B to Attachment A. As the Contractor is not a bonafide County employee the parties agree that no deductions for withholding taxes, workman's compensation, insurance, or other fringe benefits will be made and will be the sole responsibility of the contractor.
4. AUTHORITY:
 - 4.1. The Purchasing Agent has the sole responsibility and authority for purchasing supplies, materials, equipment, and services, except as excluded in the Fairfax County Purchasing Resolution. The Purchasing Agent's responsibility and authority includes, but is not limited to, issuing and modifying solicitations, negotiating and executing contracts, and placing purchase orders. In discharging these responsibilities, the Purchasing Agent may be assisted by contract specialists. Unless specifically delegated by the Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made that is contrary to these provisions and authorities shall be of no effect, void, and does not bind the County.
 - 4.2. The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this contract is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.
5. DEFINITIONS:
 - 5.1. All terms used in this agreement are defined in the Fairfax County Purchasing Resolution, Article 1, Section 6 and shall be used in accordance with such definitions.

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6. INTERPRETATION OF CONTRACT:

- 6.1. Any questions pertaining to this contract shall be directed to:

Jamie Pun, Contract Specialist II
Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0014
Telephone Number: (703) 324-3653
E-mail: Jamie.Pun@fairfaxcounty.gov

7. METHOD OF ORDERING:

- 7.1. As requirements arise, authorized individuals will place orders for specific quantities of items covered herein. Regardless of the method of ordering used, the contract and any subsequent modifications determine performance time and dates. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed.
- 7.2. The County may use two (2) different methods of placing orders from the contract: Purchase Orders (PO) and approved County procurement cards.
- 7.3. A Purchase Order may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO will become a part of the resulting contract, provided, however, Contractor does not accept and will not be subject to any terms and conditions in the County's purchase order, acknowledgement, or any other form, and any such provisions will be deemed rejected.
- 7.4. Credit card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement card is currently under contract with JP Morgan Chase/Master Card.

8. CANCELLATION OF ORDERS:

- 8.1. Purchases made under this contract are for readily available services and supplies. The County reserves the right to cancel the order and/or to refuse delivery if the items ordered are not furnished within the period of time specified in this contract. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be mutually agreed to by the parties.

9. NEW GOODS, FRESH STOCK:

- 9.1. All contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

10. INSPECTION AND ACCEPTANCE:

- 10.1. For determining acceptance of supplies or services in accordance with the terms of this Agreement, inspection and acceptance shall be accomplished only after examination (including testing) to determine conformance with the contract requirements. Inspection, as appropriate, shall be accomplished within a reasonable time.

11. INVOICING PROCEDURE:

- 11.1. The contractor shall submit an invoice for each Purchase Order and submit to the BILL TO address shown on the order. The invoice shall contain the applicable Purchase Order number and the name of the department receiving the services.

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12. PAYMENT:

- 12.1. Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and thirty (30) days after upon receipt of a properly completed invoice, subject to contract requirements. Fairfax County reserves the right in good faith to withhold any or all payments or portions due to contractor's documented failure to perform in accordance with the provision of the contract, including failure of goods delivered to satisfactorily pass inspection or acceptance testing.
- 12.2. Unless otherwise stated in the contract, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date.

13. SHIPPING:

- 13.1. All materials shipped to the County must be shipped F.O.B. destination unless otherwise stated in a subsequent purchase order. The materials must be delivered to the "ship to" address indicated on the purchase order. Fairfax County shall not pay transportation charges unless the contractor received prior approval from the Purchasing Agent otherwise agreed to in writing by the parties.

14. AUDIT RECORDS:

- 14.1. The parties agree that County or its agent must have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions directly related to the Contract or compliance with any clauses thereunder, for a period of three (3) years after final payment. The County must provide Contractor with at least ten (10) business days notice of a requested audit. The audit will be conducted no more than once during any twelve (12) month period and at non-disruptive times during normal business hours. The contractor must include this requirement in all subcontracts related to this Contract.

15. TAX EXEMPTION:

- 15.1. Fairfax County is exempt from and will not pay Federal Excise Tax, Transportation Tax, or the Commonwealth of Virginia Sales and Use Tax. The Federal Excise Tax Number is 54-74-012K. The Commonwealth of Virginia Sales and Use Tax Certificate may be obtained by calling (703) 324-3206.

16. CONTRACT INSURANCE PROVISIONS:

- 16.1. The contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith.
- 16.2. The contractor shall, during the continuance of all work under the contract provide the following:
 - a. Maintain statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
 - b. The contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the contractor, its subcontractors (if any), and the interest of the County, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with the contracted work. If contractor subcontracts any work to subcontractors, contractor agrees to require the subcontractor(s) to provide the same limits of liability required herein.
 - c. The contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the contractor. In addition, all mobile

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equipment used by the contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.

d. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the contractor has been issued on a "claims made" basis, the contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same. The contractor must either:

1. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the contractor's or sub-contractor's work under this contract, or
2. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

- e. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
- f. The contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.
- g. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
- h. The contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein.
- i. The contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the County on demand.
- j. In the event of a loss giving rise to a claim under one of the above required policies, the contractor will provide on written demand certified copies of all insurance policies related to the contract within ten business days upon the written demand by the County attorneys or risk management decision makers. These certified copies will be sent to the County from the contractor's insurance agent or representative.

- 16.3. No change, cancellation, or non-renewal shall be made in any insurance coverage required by the County and on which the County is named as an "additional insured" pursuant to section 16.9 below without a 30 day written notice to the County. The contractor shall furnish a new certificate prior to any such change or cancellation date. The failure of the contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- 16.4. Compliance by the contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the contractor and all subcontractors of their liabilities provisions of the contract.
- 16.5. Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors.

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- 16.6. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The contractor shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of person directly employed by it.
- 16.7. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 16.8. The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this contract.
- 16.9. The County, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess."

17. INDEMNIFICATION:

- 17.1. General Indemnification. Contractor must indemnify, keep and save harmless, and defend the County, its agents, officials, employees and volunteers against third party Claims that may accrue or arise against the County as a result of the granting a contract, if the Claim was caused by the negligence or error, or omission of the Contractor, its employees, its subcontractor, or its subcontractor's employees. As used in this Section, a Claim includes: bodily injuries, death, damage to tangible property, breach of data security, suits, liabilities, judgments, or costs and expenses. Upon request by the County, the Contractor must at its own expense: appear, defend, and pay all attorney's fees and all costs and other expenses related to the Claim. If, related to a Claim, any judgment is rendered against the County or a settlement reached that requires the County to pay money, the Contractor must at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, does not limit the Contractor's responsibility to indemnify, keep and save harmless, and defend the County as provided in this Contract.

- 17.2. Intellectual Property Indemnification. In addition to the General Indemnification, Contractor will indemnify the County for and defend the County against third-party claims for infringement of any valid United States patent, trademark or copyright by the Contractor's products, software, services, or deliverables. Contractor must indemnify the County for any loss, damage, expense or liability, including costs and reasonable attorney's fees that may result by reason of any such claim.

In the event of a claim covered by this subparagraph, and in addition to all other obligations of Contractor in this Section 17, Contractor must at its option and expense and within a reasonable time: (a) obtain a right for the County to continue using such products and software, or allow Contractor to continue performing the Services; (b) modify such products, software, services or deliverables to make them non-infringing; or (c) replace such products or software services or deliverables with a non-infringing equivalent. If, in the Contractor's reasonable opinion, none of the foregoing options is feasible Contractor must immediately notify the County, cease performance of the services, accept the return of the products, software, services, or deliverables, and refund to the County a prorata portion of the price paid to Contractor for such equipment based on a 7 year straight-line depreciation, as well as any pre-paid fees for the allegedly infringing services not yet performed, including license, subscription fees, or both. Nothing in Section 17, however, relieves the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract related to a third-party infringement claim.

- 17.3. Right to Participate in Defense. The County may, at its sole expense, participate in the defense or resolution of a Claim. Contractor will have primary control of the defense and resolution of the Claim, except when such defense or resolution requires the County to (i) admit liability or wrongdoing; or (ii) to pay money. In either of these cases Contractor must obtain the County's prior written consent before entering into such settlement or resolution.
- 17.4. No Indemnification by the County. **The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken**

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from this Contract and of no effect.

- 17.5. **Contractor will have no obligation to indemnify the County under this Section 17 if the infringement is determined by a Court to result from the County's (i) modification of the products or software; (ii) combination, operation or use of the products or software with non-Contractor products or software if such claim of infringement would have been avoided had such combination, operation or use not occurred; (iii) use of the products or software in breach of this Agreement or an Order; or (iv) use of other than the most current release of the software if such claim of infringement could have been avoided by the County's use of such current release of the software, provided Contractor delivered such superseding version to the County and notified the County of the need to use such version.**

18. CONTRACT ALTERATIONS:

- 18.1. No alterations in the terms of the contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent. Should it become proper or necessary in the execution of this contract to make any change in design or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment and mutually agreed to by the parties.
- 18.2. No payment shall be made to the contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.
- 18.3. The County reserves the right to add similar items/services or delete items/services specified in the resultant contract as requirements change during the period of the contract. Fairfax County and the contractor will mutually agree to prices for items/services to be added to the contract. Contract amendments will be issued for all additions or deletions.

19. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS:

- 19.1. The contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent, which consent shall not be unreasonably withheld, delayed or denied. If the contractor desires to assign his or her right to payment of the contract, contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.

20. TERMINATION FOR CONVENIENCE:

- 20.1. The contract will remain in force for the full period specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and until all requirements and conditions shall have been met, unless:
- a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
 - b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
- 20.2. The contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery of a Notice of Termination to the contractor at least thirty days prior to the termination date, specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be

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made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

21. TERMINATION OF CONTRACT FOR CAUSE:

- 21.1. If, through any cause, either party fails to fulfill in a timely and proper manner his or her obligations under this contract, or if either party violates any of the covenants, agreements, or stipulations of this contract, in addition to the parties' remedies under the contract and all other rights available at law or in equity, subject to a thirty (30)-day cure period, each party shall have the right to immediately terminate this contract. Such termination shall be effected by delivering a notice of termination to the non-terminating party at any time specifying the effective date of such termination.

22. GUARANTIES & WARRANTIES:

- 22.1. All guarantees and warranties required shall be furnished by the contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless in conflict with this contract or as otherwise stated, manufacturer's standard warranty applies.

23. GENERAL GUARANTY:

- 23.1. Contractor agrees to:
- a. Warrant that when the contract includes a software license, or use of licensed software, the Contractor is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted through the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
 - b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
 - c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
 - d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
 - e. Protect the County from loss or damage to County owned property while it is in the custody of the contractor.

24. SERVICE CONTRACT GUARANTY:

- 24.1. Contractor agrees to:
- a. Furnish services described in the contract at the times and places and in the manner and subject to conditions set forth provided that the County may reduce the said services at any time.
 - b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
 - c. All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
 - d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
 - e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the contractor for

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performance in accordance with the contract requirements, or be deemed a defense on the part of the contractor for infraction. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

25. OFFICIALS NOT TO BENEFIT:

- 25.1. Upon acceptance of this contract, the contractor certifies that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract in accordance with the Fairfax County Purchasing Resolution Article 2, Section 4.A.3.

26. LICENSE REQUIREMENT:

- 26.1. All firms doing business in Fairfax County shall obtain a license as required by Chapter 4, Article 7.2, of The Code of the Fairfax County, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: http://www.fairfaxcounty.gov/dta/business_tax.htm.

27. REGISTERING OF CORPORATIONS:

- 27.1. In accordance with Virginia Code Section 13.1-758, any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, as amended, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209.

28. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:

- 28.1. 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 Fairfax County pursuant to the Fairfax County Purchasing Resolution 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. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

29. COVENANT AGAINST CONTINGENT FEES:

- 29.1. The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

30. VENDOR RELATIONS DIVISION:

- 30.1. In connection with the performance of this contract, the contractor agrees to use his or her best effort to carry out this policy and to insure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract. Contractors may rely on oral or written representations by subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation. PLEASE COMPLETE THE ATTACHED BUSINESS CLASSIFICATION SCHEDULE.

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- 30.2. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

31. INELIGIBILITY:

- 31.1. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent, in accordance with Article 4, Section 1 of the Fairfax County Purchasing Resolution.

32. ORDER OF PRECEDENCE:

- 32.1. In the event of conflict, the provisions of this contract and its attachments, shall take precedence over the provisions of any other contract document.

33. DELAYS AND SUSPENSIONS:

- 33.1. The County may direct the contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County or for causes beyond the reasonable control of a party. The County will extend the contractor's time of completion by a period of time mutually agreed to for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the contractor.
- 33.2. If the County does not direct the contractor, in writing, to suspend, delay, or interrupt the contract, the contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the contractor. The County may extend the Contractor's time of completion by a period of time mutually agreed to for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the contractor.
- 33.3. The contractor shall continue its work on other phases of the project or contract, if the parties mutually agree that such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

34. CONTRACTUAL DISPUTES:

- 34.1. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the Purchasing Agent, who shall reduce her decision to writing and mail or otherwise forward a copy to the Contractor within ninety (90) days. The decision of the Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the Purchasing Agent's decision on the claim, unless the Purchasing Agent fails to render such decision within the time specified.
- 34.2. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

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35. COMPLIANCE WITH FEDERAL, STATE, AND COUNTY LAWS:

- 35.1. The contractor will comply with all applicable federal and state laws and with all County ordinances and requirements.

36. HIPAA COMPLIANCE:

- 36.1. Fairfax County Government has designated certain health care components as covered by the federal Health Insurance Portability and Accountability Act of 1996. The contractor may be designated by the Purchasing Agent as a business associate pursuant to 45 CFR part 164.504(e) of those agencies identified as health care components of the County, including the Fairfax-Falls Church Community Services Board, upon award of contract. If so designated, the contractor shall be required to execute a Fairfax County Business Associate Agreement and must adhere to all relevant federal, state, and local confidentiality and privacy laws, regulations, and contractual provisions of that agreement. These laws and regulations include, but are not limited to: (1) HIPAA – 42 USC 201, et seq., and 45 CFR Parts 160 and 164; and (2) Va Code – Title 32.1, Health, § 32.1-1 et seq. The contractor shall have in place appropriate administrative, technical, and physical safeguards to ensure the privacy and confidentiality of protected health information. Further information regarding HIPAA compliance is available on the County's website at <http://www.fairfaxcounty.gov/HIPAA>.

37. NON-DISCRIMINATION:

- 37.1. During the performance of this Contract, the Contractor agrees as follows:

- 37.1.a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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 non discrimination clause.
- 37.1.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.
- 37.1.c. 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.
- 37.1.d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- 37.1.e. Contractor shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended. Contractor shall further require that all of its subcontractors will comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

38. DRUG FREE WORKPLACE:

- 38.1. During the performance of a contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract 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

Fairfax County Standard Contract

done in conjunction with a specific contract awarded to a Contractor in accordance with this section, 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.

39. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

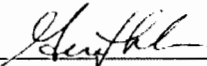
- 39.1. Fairfax County Government is fully committed to the federal Americans with Disabilities Act (ADA), which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Acceptance of this contract by the contractor acknowledges the contractor's commitment and compliance with ADA.

40. VENUE:

- 40.1. This contract and its terms, including but not limited to, the parties' obligations, the performance due, and the remedies available to each party, are governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflicts of laws, rules, or provisions that would cause the application of any laws other than those of the Commonwealth of Virginia do not apply. Any and all disputes, claims, and causes of action arising out of or in any way connected with this contract or its performance must be brought in the applicable court of Fairfax County, or in the United States District Court for the Eastern District of Virginia, Alexandria Division.

41. IMMIGRATION REFORM AND CONTROL ACT:

- 41.1. Contractor agrees that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth; knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

ACCEPTED BY:

CONTRACTOR



Cathy A. Muse, CPPO
Director/County Purchasing Agent

2/12/19

Date

2/19/19

Date

Fairfax County Standard Contract

BUSINESS CLASSIFICATION SCHEDULE

DEFINITIONS

Small Business/Organization – is an independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years.

Minority Business – is a business concern that is at least **51%** owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least **51%** of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native America, Eskimo or Aleut.

Woman-Owned Business – A business concern that is at least **51%** owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited company or other entity, at least **51%** of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.

YOU MUST CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING ONE (1) OF THE SIX (6) BOXES IN THE CHART BELOW. This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered work shops, government organizations, partnerships, sole proprietorships, etc.

Examples:

A small business, Asian woman owned, would mark box C on line 2.

A large business, African-American owned, would mark box V on line 3.

A small non-profit would mark box B on line 1.

A large business, publicly traded on NYSE or NASDAQ, would mark box Y on line 1.

Line	SMALL BUSINESS	LARGE BUSINESS	OWNERSHIP
1.	___ B	<u>X</u> Y	Regardless of Ownership
2.	___ C	___ A	Women-Owned
3.	___ X	___ V	Minority-Owned

NAME OF FIRM: DMT SOLUTIONS GLOBAL CORPORATION

Fairfax County Standard Contract

VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION

The Contractor:

X is a corporation or other business entity with the following SCC identification number: SCC ID: F2096107 _____ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

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

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

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids: ☐

ATTACHEMENT A

ON-CALL EQUIPMENT MAINTENANCE AGREEMENT

This Maintenance Agreement is made and entered into as of the 12th day of February, 2019 by and between DMT Solutions Global Corporation d/b/a BlueCrest, having a place of business at 37 Executive Drive, Danbury, Connecticut 06810-4148 ("BlueCrest"), and Fairfax County, having a place of business at 12000 Government Center Parkway, Fairfax VA 22035 ("Client").

1. SCOPE AND TERM OF AGREEMENT

1.1 This Agreement is for maintenance of the products described in Schedule A (the "Products").

1.2 This Agreement shall be effective as of the date described in Schedule A ("Service Date") and shall continue for an initial term of five years from date of execution. This Agreement may be renewed for two one-year periods, as mutually agreed upon. In the event Client elects to terminate this Agreement without cause prior to the expiration of the then-current term, no pro-rata refund will be provided, even if any prepaid hours of service have not yet been performed by BlueCrest.

1.3 Notwithstanding anything contained herein to the contrary, BlueCrest may terminate this Agreement upon five (5) business day's written notice to Client if Client breaches the payment provision of this Agreement and such payment breach is not cured within thirty (30) business days after receipt of written notice of such breach from BlueCrest.

2. BASIC SERVICE SUPPORT

2.1 BlueCrest shall perform such maintenance services with respect to Products, including providing adequately trained and qualified Client Service Representatives ("CSRs"), as described in Schedule B hereto.

2.2 Maintenance activities will include reasonable remedial maintenance and preventative maintenance necessitated by normal usage. Remedial maintenance will include replacement of parts, excluding consumable parts, and machine enhancements. Parts provided hereunder shall be new or equivalent to new including refurbished parts.

2.3 Preventative maintenance will consist of inspecting, cleaning and periodically lubricating various components as well as replacing any worn parts. BlueCrest shall inform Client of the timing and nature of preventative maintenance required and BlueCrest and Client shall mutually agree on the scheduled time for CSRs to perform the preventative maintenance. BlueCrest shall use commercially reasonable efforts to conduct preventative maintenance as scheduled. Client shall make the Products reasonably available to BlueCrest for preventative maintenance.

2.4 Software and firmware maintenance shall be provided by BlueCrest under this Agreement as set forth in Schedule C.

2.5 Notwithstanding anything in this Agreement to the contrary, BlueCrest will not be responsible: (i) for maintaining any Products that Client has failed to operate under suitable temperature, humidity, line voltage, or any specified environmental conditions; (ii) if reasonable care is not used in handling, operating, and maintaining the Product; (iii) if the Product is not used in accordance with the agreed applications and for the ordinary purpose for which it is designed; (iv) if the inability of any Product to perform is due to any act or failure to act on the part of Client, including without limitation, any alteration of or adding components to any Product; (v) unqualified operators' use of the Product; (vi) use of the Product in a manner not intended; (vii) use of the Product to process applications not previously approved in writing by BlueCrest; or (viii) use of damaged materials, such as paper or envelopes. If BlueCrest performs any repairs or maintenance as a result of any of the foregoing, the Client shall pay BlueCrest at BlueCrest's normal rates in effect at such time. Client shall promptly notify BlueCrest of any unauthorized alteration of or addition to the Product that occurred after Client accepted the Product. BlueCrest will not be required to maintain Products that have become obsolete, either due to age, discontinuance of Product's manufacture or irreparability. BlueCrest shall make recommendations to Client regarding the replacement or refurbishment of such obsolete Products.

2.6 Service outside of the contracted hours or beyond what is described in Schedule B will be provided at BlueCrest's rates in effect at such time, subject to requirements of Section 18 of Fairfax County Standard Contract 4400008255.

2.7 Obsolescence

From time to time, BlueCrest may provide notice to Client of its election, in its sole discretion, to terminate support for certain hardware, software, servers and/or databases due to obsolescence, end of life or a third party manufacturer's election to discontinue certain servers, platforms and/or software (collectively "Obsolescence"). In the event Client's support is terminated due to Obsolescence, Client will be provided a pro-rata refund for any amounts prepaid for maintenance for the obsolete hardware or software. In the event of a termination due to Obsolescence, Client will be provided an option to replace the obsolete software, servers and/or

databases with replacements that meet or exceed Client's original system requirements, provided; however, additional costs, including but not limited to installation and support fees associated with the new solution may apply, subject to requirements of Section 18 of Fairfax County Standard Contract 4400008255.

Parts and/or assemblies for the obsolete products described above or for products not sold as new will be provided only if available.

2.8 Nonsolicitation

Client agrees that during the term of this Agreement and for a period of six (6) months after the termination of this Agreement, it will not hire or solicit for employment any employee with whom it has had contact in connection with the performance of this Agreement, provided, however, that the foregoing provision shall not prevent Client from (a) employing any such employee where the first contact between it and the employee with regard to employment is made by the employee on his or her own initiative without any direct or indirect solicitation by or encouragement from Client, (b) placing any public advertisement or general solicitation that is not targeted at any such employee specifically or employees of Document Messaging Technologies generally (a "General Solicitation") or (c) hiring any such employee where the first contact between Client and the employee with regard to employment is made by the employee on his or her own initiative in response to a General Solicitation and without any other direct or indirect solicitation or encouragement from Client. The provisions of this Section 2.8 shall survive termination of this Agreement as necessary to affect its purpose.

3. MAINTENANCE CHARGES AND PAYMENTS

3.1 Commencing on the Service Date, Client shall pay to BlueCrest the maintenance charges described in Schedule B. Pricing will be reviewed prior to renewal and may be based on the Consumer Price Index (CPI-U), or other relevant indices, not to exceed 3%.

3.2 BlueCrest will invoice Client for maintenance charges in advance (or for any *pro rata* portion thereof) as of the Service Date and annually thereafter. Unless promptly contested in good faith by Client, such invoices are due thirty (30) days after the date of the invoice.

3.3 For Products added after the Service Date, BlueCrest will invoice Client for monthly maintenance charges on a *pro rata* basis. Extended hours of coverage will also be invoiced by BlueCrest on a monthly basis.

3.4 BlueCrest will also invoice Client for additional fees that result from annual cycle volume overages according to Schedule D.

4. OUTAGES

4.1 Once at the Client site, the CSR has sixty (60) minutes to diagnose the problem. Once the problem is diagnosed, a time estimate for resolution shall be provided to the Client.

4.2 If the problem is not diagnosed within sixty (60) minutes, the CSR will escalate to a Region Technical Specialist ("RTS") and the service manager. The RTS shall try to diagnose the problem over the phone based on the symptoms described by the site CSR. A decision will be made by the senior CSR to go to the site if unresolved. The Client and service manager shall be notified of the status as well as the estimated time of arrival of the senior CSR.

4.3 Once at the Client site, the RTS has sixty (60) minutes to diagnose the problem. If the senior CSR does not diagnose the problem, the Service Manager, and the Division Director shall be notified for the purpose of determining whether additional support is required.

4.4 If parts are required for diagnoses, confirmation on parts availability must be made and the Client, as well as service management, must be informed.

5. TERMS AND CONDITIONS

5.1 Intentionally Omitted

5.2 Indemnification

(a) BlueCrest shall indemnify and defend Client and its officers, directors, and employees (collectively referred to in this Section as "Client"), against any and all liabilities, claims, damages, costs, and expenses (including reasonable attorneys' fees) of third parties resulting from bodily injury or death to any person, or tangible property damage, to the extent that such injury or damage is caused by BlueCrest's negligence or willful misconduct in its performance of services while on Clients' business premises.

(b) In the event that Client becomes aware of any claim alleging bodily injury or death or tangible property damage as described above, Client shall immediately notify BlueCrest. BlueCrest shall have the right and option in the first instance, through counsel of its own choosing and its own expense, to deal with, defend, settle or compromise any such claim. BlueCrest will not compromise or settle any such claim which requires acknowledgment of fault or an incurred liability on the part of Client not otherwise covered by this indemnification without the written consent of Client, which consent will not be unreasonably withheld. If BlueCrest does not appoint counsel to deal with, defend, settle or compromise any such claim after receiving notice thereof, Client may then deal with, defend, settle or compromise such claim through counsel of its own choosing at the expense of BlueCrest. In such event, (1) Client shall be permitted to control the defense of such claim and shall keep BlueCrest advised with respect to the conduct of such defense, settlement or compromise; (2) any settlement or compromise shall be for the account of BlueCrest; and (3) no settlement or compromise shall be made without the prior written consent of BlueCrest, which consent shall not be unreasonably withheld.

5.3 Intentionally Omitted.

5.4 No Implied Warranties

BlueCrest DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5.5 Limitation of Liability

a. BLUECREST'S TOTAL LIABILITY FOR ANY COST, LOSS DAMAGE OR OTHER POTENTIAL OR ACTUAL EXPENSES ARISING DIRECTLY OUT OF THE EXECUTION, PERFORMANCE OR SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THE PAYMENTS MADE BY CLIENT TO BlueCrest HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENTS GIVING RISE TO THE CLAIM. THESE LIMITATIONS DO NOT APPLY TO (1) INDEMNIFICATION CLAIMS, AND (2) CLAIMS RELATED TO INFRINGEMENT BY BlueCrest OF THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY OR (3) CLAIMS THAT ARE PROVEN TO HAVE BEEN CAUSED BY BLUECREST'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, BlueCrest SHALL IN NO EVENT BE LIABLE FOR ANY DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR OTHER DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF BlueCrest HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, BLUECREST SHALL NOT IN ANY EVENT BE LIABLE FOR ANY CLAIMS OF ANY KIND, ASSERTED BY CLIENT OR ANY THIRD PARTY, CAUSED SOLELY BY THE REMOVAL, MODIFICATION, FAILURE TO MAINTAIN OR BY-PASSING OF BUILT-IN SAFETY FEATURES BY CLIENT.

5.6 Force Majeure

Neither party shall be liable for any delays in performance hereunder due to unforeseen circumstances beyond its control, including, but not limited to, acts of nature, governments, or terrorists, labor disputes, delays in transportation, or delivery, or inability of suppliers to deliver.

5.7 Independent Contractor Relationship

Services by BlueCrest's employees, or persons under contract to BlueCrest, shall be performed hereunder as independent contractors of Client, and no such employees or persons doing such work or subcontractors shall be considered employees of Client.

5.8 Complete Agreement

This Agreement, along with terms and conditions of the Fairfax County Standard Contract 4400008255, and the Schedules attached hereto, shall be the total and complete understanding of the parties, as to the subject matter of the Agreement, superseding all prior negotiations and discussions between the parties and cannot be modified, waived or amended except as agreed to in writing by both parties.

5.9 Miscellaneous

(a) This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereof. Neither party may assign any interest in this Agreement without the prior written consent of the other, which shall not be unreasonably withheld or delayed; any such purported assignment without such consent shall be null and void.

(b) This Agreement shall be governed by, construed and interpreted in accordance with, the laws of the Commonwealth of Virginia without regard to its conflicts of laws principles.

(c) Failure to enforce any rights hereunder or under law, irrespective of the length of time for which said failure continues, shall not constitute a waiver of those or any other rights.

(d) Captions used herein are for the convenience of the parties and shall not be used in construing the meaning of this Agreement.

(e) If any of the provisions of this Agreement shall be invalid or unenforceable, such provision(s) shall not render the entire Agreement unenforceable or invalid but rather this Agreement shall be read and construed as if the invalid or unenforceable provision(s) are not contained therein, and the rights and obligations of the parties shall be construed and enforced accordingly.

(f) The terms and conditions of Sections 3, 5 and 6 of this Agreement shall survive the termination of this Agreement.

(g) This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and together they shall constitute one and the same instrument.

6. NOTIFICATIONS

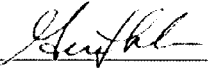
Any notices or other communications pursuant to this Agreement by either party shall be communicated in writing, shall be effective upon receipt and shall be personally delivered or sent via U.S. registered or certified mail, first class postage prepaid. Any notices or communications shall be sent to the parties at their addresses set forth in this Agreement unless a party otherwise notifies the other party. Notices or

communications to Client shall be sent to the attention of
Client's Chief Procurement Officer. Notices or

communications to BlueCrest shall be sent to the attention of
President, Document Messaging Technologies.

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement on behalf of the parties as of the date first above written.

BlueCrest

By: 
Signature

Grant Miller

Print Name


President & CEO

Title

2/12/19

Date

Fairfax County

By: 
Signature

Cathy A. Muse, CPPPO, Purchasing Agent

Fairfax County, Virginia

Print Name
**Department of Procurement
and Material Management**

Title

2/19/19

Date

SCHEDULE A

EQUIPMENT COVERED UNDER MAINTENANCE AGREEMENT:

Products model and description:

Model	Description
ZX0V	Rival 6 Station Inserter #1 DCVerify Package
ZX0V Y21E	Rival 6 Station Inserter #2 Pinless Over Under Cutter DCVerify Package

Location: County of Fairfax, Department of Information Technology
12000 Government Center Parkway
Fairfax, Virginia 220035-0001

Service Date: February 15, 2019 through February 14, 2020

SCHEDULE B

Effective dates of the Agreement: February 15, 2019 through February 14, 2020

Annual Maintenance Fee:

Breakdown of pricing: Rival Inserter #1=\$51,047
 Rival Inserter #2=\$48,242
 \$99,289.00 Total

Extended Hours of Coverage at the rates described in the table below:

BlueCrest shall invoice Client for any coverage requests outside of defined service personnel hours as follows.

- Coverage can be purchased per eight hour shift, per technician with two weeks prior written notice.
- Coverage during observed holidays can be purchased per eight hour shift, per technician with two weeks prior written notice.
- Coverage outside of defined service personnel hours requested without prior notification will be billed at the standard BlueCrest standby rates listed below. Stand-by charges reserve a technician to remain on-call outside service personnel hours for one shift, eight hours in length. Hourly charges are calculated from portal to portal, two hour minimum.

Stand By & Call Out - Random Basis (unless otherwise covered/stated)								
	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Hol
1st Shift								
Standby	\$45.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.00	\$45.00
Call-out	\$900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$675.00	\$1,350.00
Qtr. Hr.	\$112.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$84.35	\$168.75
2nd Shift								
Standby	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00
Call-out	\$900.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$675.00	\$1,350.00
Qtr. Hr.	\$112.50	\$56.25	\$56.25	\$56.25	\$56.25	\$56.25	\$84.35	\$168.75
3rd Shift								
Standby	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00
Call-out	\$900.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$675.00	\$1,350.00
Qtr. Hr.	\$112.50	\$56.25	\$56.25	\$56.25	\$56.25	\$56.25	\$84.35	\$168.75
Callout charges listed above cover minimum of two hours of time and are charged portal-to-portal The quarter hour increments represent what is charged after the initial 2 hours have been used								
Additional Onsite Shift Coverage (Rates per CSR per 8-hour shift)								
	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Hol
1st Shift	\$2,240.00	\$1,120.00	\$1,120.00	\$1,120.00	\$1,120.00	\$1,120.00	\$1,680.00	\$3,360.00
2nd Shift	\$2,464.00	\$1,232.00	\$1,232.00	\$1,232.00	\$1,232.00	\$1,232.00	\$1,848.00	\$3,696.00
3rd Shift	\$2,576.00	\$1,288.00	\$1,288.00	\$1,288.00	\$1,288.00	\$1,288.00	\$1,932.00	\$3,864.00
Onsite Operator Training: \$5,046 Maximum class size is 4 students; 2 week prior written notice required.								

SCHEDULE C

SOFTWARE MAINTENANCE SCHEDULE

1. SCOPE AND TERM OF SCHEDULE

1.1 This schedule relates to maintenance for BlueCrest software and/or databases, as well as for software and databases developed by third parties and distributed under license by BlueCrest (collectively the "Licensed Programs"), all as further described in Schedule A to the On-Call Equipment Maintenance Agreement ("EMA") to which this Schedule is attached and made a part thereof. By executing the EMA, BlueCrest agrees to provide to Client and Client hereby subscribes to Software Maintenance Services ("SMS") and Database Services ("DBS") for the Licensed Programs subject to the following additional terms and conditions:

1.2 The term of this schedule for SMS and DBS shall be the same as the EMA between Client and BlueCrest. Termination of the EMA shall automatically terminate this Schedule without further action by either party. The services provided herein will be included in the on-call EMA fee detailed in Schedule B.

1.3 Notwithstanding anything contained herein to the contrary, BlueCrest may terminate this Schedule upon five (5) business day's written notice to Client if Client breaches the payment provision of the EMA, and such breach is not cured within thirty (30) business days after receipt of written notice from BlueCrest.

2. SOFTWARE MAINTENANCE SUPPORT

2.1 Software Maintenance. Software maintenance shall consist of the distribution by BlueCrest to Client of fixes made from time to time to the Licensed Programs ("Fixes").

2.2 Fixes. Fixes to the Licensed Programs may include all or part of the following:

- Fixes to previously reported "bugs" to the Licensed Programs
- Technical improvements to the Licensed Programs

2.3 Client shall be advised of required Fixes made to the Licensed Programs during the term of maintenance support. Fixes shall be made available to Client, for implementation by Client or BlueCrest using the method deemed most appropriate; however, installation of a Fix to Licensed Programs which have been modified by Client or BlueCrest may require additional modifications, for which there will be an additional charge, subject to Section 18 of the Fairfax County Standard Contract 4400008255.

2.4 Upgrades and Version Releases. Upgrades and version releases to the Licensed Programs may be issued periodically by BlueCrest, shall consist of additional and enhanced functions, may be available at an additional charge to the Client, and may be installed at Client's option. Upgrades incorporate functional and technical capability not provided in the last Version Release but deemed required prior to the next Version Release ("Upgrade(s)"). Version releases incorporate all of the Upgrades; including functionality changes, and Fixes which have been issued since the previous release ("Version Release"). Installation of an Upgrade or Version Release to a Licensed Program that has been modified by BlueCrest at Client's request ("Modified Licensed Programs") may require additional modification, for which there will be an additional charge, subject to Section 18 of the Fairfax County Standard Contract 4400008255. All Version Releases, Upgrades, and Fixes provided under this Schedule shall be subject to the terms and conditions of Fairfax County Contract 4400007257 pursuant to which the original Licensed Program was licensed.

2.5 DBS will consist of distribution at no additional charge to Client of updates to the databases identified in the relevant purchase and/or license agreement; as such updates are made available by BlueCrest from time to time. DBS updates include postal or carrier rate changes, all zip or zone changes, and changes in service provided by carriers, provided that BlueCrest does not warrant the availability, accuracy or timely dissemination of non-BlueCrest originated source data incorporated in the databases.

2.6 Notwithstanding anything in this Schedule to the contrary, BlueCrest will not be responsible under this Schedule: (i) for maintaining any Licensed Programs that Client has failed to operate properly on the approved platform; (ii) if the Licensed Programs are not used in accordance with the agreed applications and for the ordinary purpose for which they are designed; (iii) if the inability of any Licensed Program to perform is due to any act or failure to act on the part of Client, including without limitation, any alteration of or adding components to any Licensed Program or failure to install updates, Version Releases, Upgrades or Version releases; (iv) unqualified operators' use of the Licensed Programs; (v) use of the Licensed Programs in a manner not intended; (vi) use of the Licensed Programs to process applications not previously approved in writing by BlueCrest; (vii) if the Licensed Programs have been operated with other media, not meeting or not

maintained in accordance with the manufacturer's specifications; or (viii) where Client's service issue results from a problem other than from the Licensed Programs and not otherwise attributable to BlueCrest. If BlueCrest performs any SMS or DBS as a result of any of the foregoing, the Client shall pay BlueCrest at BlueCrest's normal rates in effect at such time. BlueCrest is not responsible for maintaining software and/or hardware that communicates or operates with the Licensed Programs and BlueCrest will not be liable for any loss or damage to the Licensed Programs or related equipment caused by such communicating or operating software. Client shall promptly notify BlueCrest of any unauthorized alteration of or addition to the Licensed Programs that occurred after Client accepted the Licensed Programs.

2.7 If Client upgrades to a new release, i.e., major enhancements and/or new functionality of the programs licensed by BlueCrest, the SMS provided hereunder may be transferred to the new release at the then current subscription fee for the new release less credit for fees previously paid hereunder, subject to Section 18 of the Fairfax County Standard Contract 4400008255.

SCHEDULE D

ANNUAL CYCLE VOLUME:

Effective dates of the Agreement: February 15, 2019 through February 14, 2020

This Agreement will cover two (2) Rival inserters system with an annual volume count of 3 million combined cycles (completed envelopes).

All cycles exceeding this amount will be subject to an additional fee according to the rate schedule below:

Machine type:	Rival
Maximum number of annual cycles:	3 million combined (completed envelopes)
Overage rate:	.00175

The number of annual cycles (completed envelopes) is determined by measuring complete cycles and not individual page counts.