



# ARLINGTON VIRGINIA

ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VIRGINIA 22201

## NOTICE OF RIDER CONTRACT

<b>TO:</b> ABACUS CORPORATION	<b>DATE ISSUED:</b>	<u>MAY 16, 2023</u>
2500 E. PARHAM ROAD, SUITE 4	<b>CURRENT REFERENCE NO:</b>	<u>23-DHS-R-635</u>
RICHMOND, VA 23228	<b>CONTRACT TITLE:</b>	<u>MEDICAL STAFFING</u>

**THIS IS A NOTICE OF A RIDER CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

Arlington rides the Lead Agency's contract referenced below for the goods and services so referenced. The contract documents consist of this notice and terms and conditions of the Lead Agency Agreement including any attachments or amendments thereto.

**LEAD AGENCY NAME: COMMONWEALTH OF VIRGINIA**

**LEAD AGENCY CONTRACT NUMBER: CTR012050**

**EFFECTIVE DATE: MAY 1, 2024**

**EXPIRES: APRIL 30, 2025**

**RENEWALS: THERE ARE THREE (3) ONE (1) YEAR RENEWALS REMAINING**

**LIVING WAGE: N**

### **ATTACHMENTS:**

ATTACHMENT A – COMMONWEALTH OF VIRGINIA MODIFICATION 1

### **EMPLOYEES NOT TO BENEFIT:**

**NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.**

VENDOR CONTACT: MICHAEL P BRADY

VENDOR TEL. NO.: (443) 961-7871

EMAIL ADDRESS: [MPBRADY@ABACUSCORPORATION.COM](mailto:MPBRADY@ABACUSCORPORATION.COM)

COUNTY CONTACT: RUDBEL ALFARO JR.

COUNTY CONTACT EMAIL: [RALFARO@ARLINGTONVA.US](mailto:RALFARO@ARLINGTONVA.US)

COUNTY TEL. NO.: (703) 228-5147



COMMONWEALTH OF VIRGINIA  
DIVISION OF PURCHASES & SUPPLY (DPS)  
1111 East Broad Street, Richmond, Virginia 23219

MODIFICATION #1  
TO  
CONTRACT NUMBER CTR012050  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
ABACUS CORPORATION

This MODIFICATION #1 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and Abacus Corporation, a Virginia corporation, hereinafter referred to as the "Contractor" or "Abacus", relating to the modification of Contract CTR012050 effective May 1, 2023 as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification is hereby incorporated into and made an integral part of the Agreement.

The purpose of this modification is to document both parties' agreement to A.) Renew the Contract and B.) Add/Update Terms and Conditions. All changes are effective upon full execution of this document, unless otherwise noted, and shall be included in any subsequent modifications.

**A. Reference:** CONTRACT CTR012050, "RENEWAL OF CONTRACT."

Both parties hereby agree to renew the Contract for an additional two-year period, beginning May 1, 2024 through April 30, 2026, with one optional renewal remaining.

**B. Reference:** CONTRACT CTR012050, CHANGES TO THE CONTRACT "

Both parties hereby agree to add the below updated General and Special Terms and Conditions to the Contract.

**GENERAL TERMS AND CONDITIONS**

- VENDORS MANUAL:** This contract is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this contract is in section 7.13 of the Vendors Manual. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) 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 [eva.virginia.gov](http://eva.virginia.gov) under "I Sell To Virginia."
- DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth may terminate this agreement after verbal or written notice without penalty. Upon termination the Commonwealth may procure the goods or services contracted for 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.
- ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a

contract as a result of this solicitation, the purchasing agency will publicly post such notice in eVA (eva.virginia.gov) for a minimum of 10 days.

**4. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:**

The eVA Internet electronic procurement solution, web site portal eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
  - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at eva.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

**SPECIAL TERMS AND CONDITIONS**


- 5. eVA ORDERS AND CONTRACTS:** It is anticipated that the contract will result in multiple purchase orders with the applicable eVA transaction fee assessed for each order.

Contractors providing goods and/or services to the Commonwealth shall participate in the eVA e-procurement solution and agree to comply with the following: if this solicitation is for a term contract, failure to provide a static/hosted catalog (excel file) or an electronic catalog with functionality to interface with eVA (punchout catalog) for items awarded, will be just cause for the Commonwealth to reject your response or terminate the contract for default. The format of the electronic catalog shall conform to the eVA Catalog standards. Contractors shall work with the Contract Officer and eVA Catalog Team to provide the appropriate catalog option for the contract.

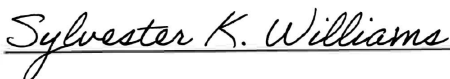
The foregoing is the complete and final expression of the parties' agreement to modify Contract CTR010250 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

ABACUS CORPORATION

BY:   
NAME: Michael P. Breezy  
Printed Name  
TITLE: CAO  
DATE: 4/17/2024

COMMONWEALTH OF VIRGINIA

BY:   
NAME: Sylvester K. Williams  
Printed Name  
TITLE: Statewide Sourcing & Contracting Officer  
DATE: 4/19/2024

**ATTACHMENT K  
 TEMPORARY MEDICAL WORKER SERVICES CONTRACT RENEWAL/MOD#1  
 UPDATED PRICING SCHEDULE**

**EFFECTIVE 5/1/2024**

**ABACUS CORPORATION**

<b>Non-Northern Virginia</b>			
<b>Position Pay Bands</b>	<b>Minimum Hourly Pay Rate</b>	<b>Maximum Hourly Pay Rate Not to Exceed</b>	<b>Contractor's Regular Markup</b>
1	12.85	29.74	26%
2	13.83	36.65	26%
3	15.33	42.40	26%
4	20.03	53.18	26%
5	26.16	67.28	26%
6	34.18	85.68	26%
7	44.65	109.74	20.5%
8	58.33	141.16	20%

<b>Northern Virginia</b>			
<b>Position Pay Bands</b>	<b>Minimum Hourly Pay Rate</b>	<b>Maximum Hourly Pay Rate Not to Exceed</b>	<b>Contractor's Regular Markup</b>
1	12.85	37.37	26%
2	13.83	46.35	26%
3	15.33	53.82	26%
4	20.03	67.84	26%
5	26.16	86.16	26%
6	34.18	110.09	26%
7	44.65	130.82	20.5%
8	58.33	168.52	20%