**Participating Addendum Number [#######]**

**for**

**Background Screening Services**

**between**

**City of Fairfax, Virginia**

**and**

**[Contractor]**

*[Note (delete before execution): Any questions about Participating Addenda or this template may be sent to RFxPremier at* *hello@rfxpremier.org**.]*

This Participating Addendum is entered into by [Participating Entity] (“Participating Entity”) and the following Contractor (each a “Party” and collectively the “Parties”) for the purpose of participating in RFxPremier Master Agreement Number [#######], executed by Contractor and the City of Fairfax, Virginia (“Lead Entity”) for Background Screening Services (“Master Agreement”):

[Contractor] (“Contractor”)

[Contractor street address]

[Contractor city, state, and zip code]

1. **PARTICIPATING ADDENDUM CONTACTS.**

Contractor’s contact for this Participating Addendum is:

[Contact name]

[Contact title]

[Contact email address]

[Contact phone number]

Participating Entity’s contact for this Participating Addendum is:

[Contact name]

[Contact title]

[Contact email address]

[Contact phone number]

1. **TERM.** This Participating Addendum is effective as of the date of the last signature below or [effective date], whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
2. **GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity’s laws.
3. **SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.
	1. **Products.** All products available through the Master Agreement may be offered and sold by Contractor under this Participating Addendum. *[Instruction (delete before execution): If the scope of products available through this Participating Addendum is being limited, Participating Entity may add “with the exclusion of those identified in [Attachment B]:” to this section.]*
	2. **Services.** All services available through the Master Agreement may be offered and sold by Contractor under this Participating Addendum. *[Instruction (delete before execution): If the scope of services available through this Participating Addendum is being limited, Participating Entity may add “with the exclusion of those identified in [Attachment B]:” to this section.]*
	3. **Contractor Partners**. All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor’s RFxPremier Master Agreement as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor’s subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum. *[Instruction (delete before execution): If the use of certain partners is being limited or prohibited, the language in this section should be modified accordingly.]*

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment’s effective date and is documented thereafter via written amendment hereto. *[Instruction (delete before execution): The highlighted language may be deleted or modified at the Participating Entity’s option.]*

**Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum.** The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor’s participating addenda with other participating entities or Contractor’s Master Agreement with the Lead Entity.

1. **ORDERS.** Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to RFxPremier and Participating Entity, if applicable.
2. **PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.** *[Instruction (delete before execution): Insert text here to describe any alternative or additional reporting requirements and any state administrative fee. If not applicable, or if addressed elsewhere in the Participating Addendum, this subsection may be deleted.]*
3. **FEDERAL FUNDING REQUIREMENTS.** Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.
4. **INFORMATION TECHNOLOGY STANDARDS.** *[Instruction (delete before execution): Insert text here to describe any Participating Entity-specific information technology standards and requirements with which Contractor and Contractor’s products and services must comply. If not applicable, or if addressed elsewhere in the Participating Addendum, this section may be deleted.]*
5. **ATTACHMENTS.** This Participating Addendum includes the following attachments:
	1. [Example Attachment A: Participating Entity Modifications and Additions to Master Agreement Terms and Conditions]
	2. [Example Attachment B: Participating Entity Product and Service Exclusions]
	3. [Example Attachment C: Participating Entity-specific Pricing]
6. **NOTICE.** Any notice required herein shall be sent to the following:

For Contractor:

[Contact name]

[Contact title]

[Contact email address]

[Contact phone number]

For Participating Entity:

[Contact name]

[Contact title]

[Contact email address]

[Contact phone number]

**SIGNATURE**

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum’s terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

**CONTRACTOR: PARTICIPATING ENTITY:**

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**Signature Signature**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Printed Name Printed Name**

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**Title Title**

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**Date Date**