

ATTACHMENT A-SUPPLEMENTAL TERMS AND CONDITIONS
TO REQUEST FOR PROPOSAL FOR OUTFITTER SERVICES
FOR THE TOWN OF NARROWS, VIRGINIA

For purposes of the Request for Proposal for Outfitter Services for the Town of Narrows, Virginia (the "RFP"), the term "Offeror" in the RFP and the term "Company" in this Attachment A-Supplemental Terms and Conditions (the "Supplemental Terms") shall be treated as synonymous with one another. Furthermore, the following Supplemental Terms shall be incorporated and made a part of any agreement or contract awarded as a result of the RFP.

1. **Non-Discrimination.** During the performance of the Agreement, Company agrees as follows:

A. Company shall 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 federal or state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Company. Company agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. Company, in all solicitations or advertisements for employees placed by or on behalf of Company, will state that Company is an equal opportunity employer.

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 these provisions.

D. Company shall include the foregoing provisions concerning non-discrimination in every subcontract or purchase order of over ten thousand dollars (\$10,000.00) so that the provisions will be binding upon each subcontractor or vendor.

2. **Drug-Free Workplace.** During the performance of this Agreement:

A. Company agrees to (i) provide a drug-free workplace for employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that shall be taken against employees for violations of the prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Company that it 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.

B. For the purposes of the above, “drug-free workplace” means a site for the performance of work done in connection with this Agreement, or a subcontract or purchase order awarded to a subcontractor or vendor in accordance with the Virginia Public Procurement Act, 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 under the subcontract or this Agreement.

3. Faith-Based Organizations. Pursuant to Virginia Code § 2.2-4343.1, in all invitations to bid, requests for proposals, contracts, and purchase orders, the City does not discriminate against faith-based organizations.

"Faith-based Organization" means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

If Company is a faith-based organization, then Company shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

NOTICE

Pursuant to § 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the City and a faith-based organization, you are hereby notified as follows:

Neither the City's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated,

**please discuss the complaint with your provider
or notify the City.**

4. Claims Procedure. Notwithstanding any other provision contained in this Agreement, contractual claims or disputes by Company, whether for money or other relief, as a condition precedent to pursuing any other legal remedy, shall be subject to the following procedure:

A. All such claims shall be submitted in writing no later than sixty (60) days after the end of the term of the Agreement; provided, however, that Company shall give the City written notice of its intention to file a claim or dispute within thirty (30) days after the occurrence upon which the claim or dispute shall be based. Any written notice of Company's intention to file such a claim or dispute need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope.

B. Whether or not Company files such written notice, Company shall proceed with the services as directed. If Company fails to make its claim or dispute, or fails to give notice of its intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.

C. The City, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within sixty (60) days of the claim. Each such decision rendered shall be forwarded to Company by written notice.

D. If Company disagrees with the decision of the City concerning any pending claim, then Company shall promptly notify the City by written notice that Company is proceeding with the services under protest. Any claim not resolved, whether by failure of Company to accept the decision of the City or under a written notice of Company's intention to file a claim or a detailed claim not acted upon by the governing body of the City, shall be specifically exempt by Company from any future payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in subsequent payments.

E. The decision on contractual claims by the governing body of the City shall be final and conclusive unless Company appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate circuit court. Nothing contained herein deprives either party of access to the courts.

5. Certifications. Company certifies and agrees to the following:

A. The bid or offer (1) has been made without prior participation, understanding, agreement, or connection with any corporation, firm or person

submitting a bid/offer for the same materials, supplies, equipment, or services with respect to the allocation of the business afforded by or resulting from the acceptance of the bid or proposal, (2) is in all respects fair and without collusion or fraud, and (3) is or is intended to be competitive and free from any collusion with any person, firm or corporation;

B. Company has not offered or received any kickback from any other bidder or contractor, supplier, manufacturer, or subcontractor in connection with the bid/offer on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, Company has not received or provided to another person any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract;

C. Company is not a party to nor has it participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or conditions upon which the contract resulting from the acceptance of his bid proposal is to be performed;

D. Company has not and will not confer on any public employee having official responsibility for a 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 is exchanged;

E. Company understands that collusive bidding is a violation of the Virginia Governmental Frauds Act, the Virginia Public Procurement Act, and federal law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of this proposal.

6. Payment Provisions. Pursuant to Virginia Code § 2.2-4354, Company covenants and agrees to:

A. Within seven (7) days after receipt of any amounts paid to Company under the Agreement, (i) pay any subcontractor for its proportionate share of the total payment received from the City attributable to the work under the Agreement performed by such subcontractor, or (ii) notify the City and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason therefor;

B. Provide its federal employer identification number or social security number, as applicable, before any payment is made to Company under the Agreement; and,

C. Pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and Company on all amounts owed by Company that remain unpaid after seven (7) days following receipt by Company of payment from the City for work performed by the subcontractor under the Agreement, except for amounts withheld as described above.

D. Company shall include in its contracts with any and all subcontractors the requirements stated above.

7. **Immigration Laws.** Pursuant to Virginia Code § 2.2-4311.1, during the performance of the Agreement, Company shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

8. **Authority to Transact Business.** If Company is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, Company hereby certifies that it is authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Virginia Code Title 13.1 or Title 50 or as otherwise required by law. Furthermore, Company hereby certifies that the representative executing this Agreement is authorized to do so on the Company's behalf.