

I. PROVISIONS REQUIRED BY VIRGINIA LAW

1. **NONDISCRIMINATION.** Contractor agrees that during the performance of the Agreement:

A. It will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the provisions of this nondiscrimination clause.

B. It will state that it is an equal opportunity employer in all solicitations or advertisements for employees placed by it or on its behalf. Notices, solicitations, and advertisements placed in accordance with federal law, rule, or regulations shall be deemed sufficient for the purposes of meeting the requirements of this section.

C. It will include the provisions of the foregoing paragraphs A and B in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each such subcontractor or Contractor.

2. **DRUG FREE WORKPLACE.** During the performance of the Agreement Contractor agrees to (i) provide a drug-free workplace for 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 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 Contractor that Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with the Agreement.

3. **RELIGIOUS ORGANIZATIONS.** The Bedford County School Board does not discriminate against faith-based organizations.
4. **AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA.** Contractor warrants that it is, and for the duration of the Agreement shall remain, authorized to transact business in the Commonwealth of Virginia and that the identification number issued to it by the Virginia State Corporation Commission is _____.
5. **IMMIGRATION LAW.** Contractor represents and warrants that it does not, and shall not during the performance of the Agreement, knowingly employed an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

6. **CERTIFICATION REGARDING FELONS AND SEX OFFENDERS.** By entering into the Agreement, Contractor certifies, as required by Section 22.1-296.1 of the Code of Virginia, that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of a felony or any offense involving the sexual molestation, physical, or sexual abuse or rape of a child. Contractor shall complete the "Certification of Contractor/Employee" found at Regulation FEG-R, Rules of Conduct for Outside Contractors. Contractor shall promptly report to the Bedford County School Board any change that would make this certification no longer accurate.

Contractor further understands and acknowledges (1) that if Contractor makes a materially false statement regarding any of the above offenses, Contractor will be guilty of a Class 1 misdemeanor and (2) that before any person is permitted to provide such services subsequent to this certification, Contractor must complete a new certification regarding such person.

7. **NONAPPROPRIATIONS.** This Agreement shall be null, void, and unenforceable if the Bedford County School Board fails to receive, or to continue to receive, funds which, in its sole opinion, are sufficient to meet its obligations hereunder.
9. **POMPT PAYMENT REQUIREMENTS FOR SUBCONTRACTORS.** If subcontractors are used in the performance of the Agreement:

Contractor shall take one of the two following actions within seven days after receipt of amounts paid to it for work performed by a subcontractor:

- a. Pay the subcontractor for the proportionate share of the total payment received from the Bedford County School Board attributable to the work performed by the subcontractor; or
- b. Notify the Bedford County School Board and subcontractor, in writing, of Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

Contractor shall provide the Bedford County School Board with its federal employer identification number prior to receiving any payments hereunder.

Contractor shall pay interest to the subcontractor on all amounts owed by it that remain unpaid after seven days following receipt by it of payment from the Bedford County School Board for work performed by the subcontractor under the contract, except for amounts withheld as allowed in subparagraph b above.

Unless otherwise provided under the terms of the contract, interest shall accrue at the rate of one percent per month for amounts owed to a subcontractor.

Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this paragraph shall not be construed to be an obligation of the Bedford County School Board. The contract shall not be modified for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

II. OTHER REQUIRED PROVISIONS

1. **HOLD HARMLESS.** Recognizing that the Bedford County School Board cannot validly enter into a hold harmless provision under Virginia law, any provision in the Agreement requiring the Bedford County School Board to indemnify or hold harmless Contractor for any act of omission shall not have any effect or be enforceable against the Bedford County School Board.
2. **INDEMNITY.** Contractor shall indemnify and hold harmless the Bedford County School Board, its officers, boards, commissions, agents and employees against any and all claims, demands, causes of action, suits, proceedings, damages, costs or liabilities (including costs or liabilities of the Bedford County School Board with respect to its employees), of every kind and nature whatsoever, including, but not limited to, damages for injury or death or damages to person or property, regardless of the merit of any of the same, including any attorney fees, accountant fees, expert witness or consultant fees, court costs, per diem, expense traveling and transportation expense, or other costs or expense arising out of or pertaining to the performance of the Agreement by contractor unless resulting from the gross negligence or willful misconduct of the Bedford County School Board or its officers, boards, commissions, agents or employees.
3. **CHOICE OF LAW AND VENUE.** The Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to the principals of conflicts of laws. Any legal action arising under this Agreement shall be brought in the general district court or the circuit court located in Bedford County, Virginia.
4. **WARRANTIES.** All goods and services must be warranted to be Merchantable, fit for usual and ordinary purposes, and to meet usual, ordinary and expected standards.
5. **ASSIGNMENT.** Contractor shall not assign this Agreement without the prior written consent of the Bedford County School Board.
6. **TAXES.** The Bedford County School Board is exempt from federal excise tax and from all state and local taxes. Contractor shall not include such taxes in any invoices under this Agreement. Upon request, the Bedford County School Board will furnish Contractor with tax exemption certificates or the Bedford County School Board's tax exempt number.
7. **PAYMENT.** The Bedford County School Board will pay any valid invoices within thirty (30) days after the receipt of the invoice or thirty (30) days after the receipt of all goods or services, whichever is later. The Bedford County School Board shall not be subjected to nay interests, late charges, or attorney's fees or other legal costs.

8. SEVERABILITY. If any provision of this Agreement is void or deemed unenforceable for any reason, the unenforceable provision shall be deemed severed from the remaining provisions of this Agreement, which shall otherwise remain in full force.
9. MODIFICATION OF THE CONTRACT. The Agreement shall not be amended, modified, or otherwise changed except by the written consent of Contractor and the Bedford County School Board given in the same manner and form as the original signing of the Agreement.
10. COMPLIANCE WITH LAWS. Contractor shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of this Agreement. Contractor represents that it possesses all necessary licenses and permits required to conduct its business and/or will acquire any additional licenses and permits necessary for performance of this Agreement prior to the initiation of work. If Contractor is a corporation, Contractor further expressly represents that it is a corporation of good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the Agreement and any extensions.
11. ACCESSIBILITY. The Bedford County School Board is fully committed to the requirements of the Americans with Disabilities Act (“ADA”) and Section 504 of the Rehabilitation Act (“Section 504”) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all Bedford County School Board programs, activities, and services (“Services”). Contractor is subject to this requirement and agrees that it will operate any Services in a manner that will enable the Bedford County School Board to meet its obligations under the ADA and Section 504. Contractor further agrees to use all reasonable efforts to meet the needs of an individual requiring accommodations when accessing or using Contractor’s Services.
12. STUDENT PRIVACY. By entering into this Agreement, Contractor acknowledges that the Bedford County School Board is subject to and must comply with the Family Educational Rights and Privacy Act (“FERPA”). Contractor agrees and understands that it may be given access to “educational records” as the term is defined under FERPA. To the extent Contractor is given access to “educational records,” Contractor will ensure that those records remain strictly confidential and not be disclosed to third parties, unless specifically authorized by the School Board or the individual student’s parent or legal guardian in writing. Moreover, if Contractor is a School Service Provider as defined under Policy JRCA, Contractor acknowledges and agrees that it shall be bound by all requirements set forth under Policy JRCA.
13. INSURANCE. If requested by the Bedford County School Board, Contractor shall purchase and maintain in force, at its own expense, such insurance as will protect Contractor and Bedford County School Board from claims which may arise out of or result from the Contractor’s execution of the Agreement, whether such execution be Contractor, its employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverages shall be such as to fully protect the Bedford County School Board and the general public from any and all claims for injury and

damage resulting by any actions on the part of Contractor or its forces as enumerated above.

Contractor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the Bedford County School Board and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable).

The Contractor shall maintain during the initial term and any additional terms of this Agreement the following equivalent coverage and minimum limits:

- (A) Commercial General Liability \$1,000,000 Combined Single Limit per occurrence.
- (B) Automobile Liability \$1,000,000 Combined Single Limit per occurrence
- (C) Workers' Compensation Virginia Statutory limits
- (D) Employers' Liability \$100,000 each accident
- (E) Umbrella/Excess Liability \$5,000,000
- (F) Professional Liability (if appropriate) \$1,000,000 occurrence limit, \$2,000,000 aggregate.

If an insurance certificate is used as evidence of the required insurance the insurance certificate:

- (A) Must reflect that the Commercial General Liability policy names "the Bedford County School Board, its officers, employees, and agents" as an additional insured by endorsement to the policy;
- (B) Must reflect that the policies are endorsed to require no less than 30 days notice of cancellation or other change in coverage to the Bedford School Board;
- (C) Must have an authorized signature;
- (D) The Certificate Holder should be listed as "Bedford County School Board."

14. **TERMINATION.** It shall be the sole right of the Bedford County School Board to terminate the contract upon written notification to the Contractor. Moreover, the Bedford County School Board reserves the right to cancel and terminate the Agreement at any time, without penalty, for unsatisfactory product quality and/or service on the part of Contractor, in the sole judgment of the Bedford County School Board, or when the Bedford County School Board determines the cancellation to be in its best interests. Repeated delayed or partial deliveries and returns for inadequate, damaged, or spoiled products shall be interpreted as failure to meet contractual obligations and may cause

cancellation of the Agreement. Upon receipt of notice of termination, Contractor shall cease all deliveries or services unless advised by the Bedford County School Board to do otherwise. In the event of termination, Contractor shall be compensated for those deliveries or services provided to the satisfaction of the Bedford County School Board as of the date of termination.

15. **RULES OF CONDUCT FOR OUTSIDE CONTRACTORS.** Contractor agrees to comply with all requirements and certification set forth under Regulation FEG-R, Rules of Conduct for Outside Contractors, the terms of which are incorporated into this Agreement by reference.
16. **CLAIM OF BREACH.** In the event Contractor alleges or claims that the Bedford County School Board is in breach of any provision of the Agreement, Contractor shall submit a written notice setting forth all relevant details. Copy of the notice shall be sent to Haney Phinyowattanachip PLLC, 11 South 12th Street, Richmond, VA 23219. The Bedford County School Board shall have 30 days to correct any alleged breach without penalty. If no agreement is reached after 30 days from receipt of the written notice, Contractor shall follow the Claims Procedure set forth below. Failure to comply with this notice requirement and Claims Procedure shall result in waiver and release of any and all claims by Contractor.
17. **CLAIMS PROCEDURE.** Notice of Claim must be submitted to the Bedford County School Board in writing no later than sixty (60) days from the time of occurrence of events upon which the claim is based. The Notice of Claim must provide all facts or justifications with supporting documentation. The Bedford County School Board will consider all facts set forth in the Notice of Claim and render a decision within sixty (60) days of receipt of the Notice of Claim.