



Commonwealth of Virginia/Virginia Outdoors Foundation

Get Outdoors (GO) Fund Contract

Non-Professional Services

This contract entered into this ____ day of _____ 2024 by _____ hereinafter called the "Organization" and the Commonwealth of Virginia, Virginia Outdoors Foundation, herein called the "Foundation".

WITNESSETH that the Organization and the Foundation, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Organization shall complete the services as set forth by the Foundation in the Contract Documents.

PERIOD OF CONTRACT: From 7/15/2024 through 7/15/2026

COMPENSATION AND METHOD OF PAYMENT: The Organization shall be paid by the Foundation as set forth in the Contract Documents.

CONTRACT DOCUMENTS: The Contract documents shall consist of:

- 1. this signed Contract,
- 2. the attached
 - a. Project Description & Program Policies
 - b. Budget
 - c. The General Terms and Conditions

All of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

ORGANIZATION:

FOUNDATION:

By: _____ *signature*

_____ *signature*

Name: _____

Martha Little

Title: _____

Deputy Director

Date: _____

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Virginia Outdoors Foundation
Get Outdoors (GO) Fund Contract
Project Description & Program Policies

Project Title: [PROJECT NAME]
Approval Date: [APPROVAL DATE]
Project Number: [CONTRACT NUMBER]
Project Description: [PROJECT DESCRIPTION FROM PROPOSAL]
Location: [LOCALITY]
Contract Amount: [CONTRACT AMOUNT]

Scope of Work

1. The following are included in the grant agreement and are expected to be completed within the grant lifespan:
 - [DELIVERABLE]
 - [DELIVERABLE]
 - [DELIVERABLE]
 - [DELIVERABLE]
2. Any variance from the listed scope of work and deliverables must be approved by VOF.

Reporting

3. Progress reports are required throughout the lifespan of the grant. Reports should be submitted at the time that funding/reimbursement is requested or every six months following the signing of the grant agreement. Reports should be submitted through the VOF standardized process. Additionally, a final report is due upon completion of the project. Pictures should be included if appropriate. The grant will not be considered complete, nor closed out, until a final report has been received.

Funding

4. Funds distributed shall not exceed eligible documented costs incurred, not to exceed the total grant amount of [CONTRACT AMOUNT].
5. Funding will be disbursed on a reimbursement basis as progress is made. A one-time advance not exceeding \$1,000 may be considered on a case-by-case basis and for good cause shown.
6. While invoices may be submitted before they have been paid, VOF will issue the payment to the grant recipient, not directly to a vendor.

7. Reimbursement will be made based on verified eligible expenditures. Materials to be submitted to support expense reports may include bills of sale, copies of invoices, contracts, canceled checks, etc. Include pictures to support reimbursement requests.
8. Funding for staff must be documented by staff time and hourly rates, as well as a description of what work was completed.
9. The budget is a guide for expenditure. Funds from any item category may be reallocated toward other deliverables in the grant agreement **if there is no impact to the scope of work**. The grant recipient should inform VOF regarding line-item changes greater than 10% of the total award.

Media and Publicity

10. The grant recipient will release information to the media informing the community of the grant award to the project and acknowledging that it has received funding from VOF.
11. All press releases and other printed materials and publications, audiovisuals, and signs pertaining to the project should reference the Virginia Outdoors Foundation or include the VOF logo. VOF staff is available to assist with drafting and distributing press releases by request. Please contact Jason McGarvey, communications manager, at jmcgarvey@vof.org to coordinate.
12. VOF requests each project site be marked with a VOF sign, to be provided at no cost.
13. All material submitted as support or documentation of project progress, such as photographs, may be used by VOF to promote the grant program. Any VOF publications will cite the source of the reprinted material when possible. These records will also be deemed public records and subject to Virginia's Freedom of Information Act; however, copyright holders will retain their copyrights.

Contract Authority

14. The interpretation and performance of this Agreement shall be in accordance with the laws of the Commonwealth of Virginia. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, the remaining provisions shall not be affected thereby.
15. The organization shall hold the Commonwealth of Virginia harmless from all legal liability under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended, 42 U.S.C. §§ 9601 et seq., together with any other federal, state or local law or ordinance related to hazardous substances or hazardous waste.
16. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors.
17. The individuals executing this Agreement on behalf of VOF and this organization possess all necessary power and authority to bind the parties hereto and, upon execution, this Agreement shall constitute a legal and valid obligation.

Virginia Outdoors Foundation
Get Outdoors (GO) Fund Contract

Budget

ITEM	EXPENSE
	\$
	\$
	\$
	\$
Total	\$

The budget is a guide for expenditure. Items and quantities included in the budget were specified at the time of application. Alternative or substitute materials may be used without prior approval from VOF if the use and/or purpose is unchanged.

Funds from any item category may be reallocated toward other deliverables in the contract **if there is no impact to the scope of work**. Grant recipients should inform VOF regarding line-item changes greater than 10% of the total award. Funds distributed shall not exceed eligible documented costs incurred, not to exceed the total grant amount of [CONTRACT AWARD].

NON-PROFESSIONAL SERVICES

I. REQUIRED GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation 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 solicitation 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 www.eva.virginia.gov under "I Sell To Virginia".
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the organization are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The organization shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the organization agrees as follows:
 - a. The organization will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any 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 organization. The organization agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The organization, in all solicitations or advertisements for employees placed by or on behalf of the organization, will state that such organization 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 this section.

- d. If the organization employs more than five employees, the organization shall (i) provide annual training on the organization sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the organization's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the organization owns or leases for business purposes and (b) the organization's employee handbook.
- e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Organization violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
- f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the organization, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or suborganization in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this 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 was exchanged.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000: By entering into a written contract with the Commonwealth of Virginia, the organization certifies that the organization 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.

F. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

G. **PAYMENT:**

1. To organization:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the organization directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number; social security number (for individual organizations) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the organization at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- H. **PRECEDENCE OF TERMS:** The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEPARTMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- I. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested.
- J. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the organization in whole or in part without the written consent of the Commonwealth.
- K. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
- 1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - 2. Virginia Outdoors Foundation (VOF) may order changes within the general scope of the contract at any time by written notice to the organization. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The organization shall comply with the notice upon receipt, unless the organization intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the organization shall, in writing, promptly notify VOF of the adjustment to be sought, and before proceeding to comply with the notice, shall await VOF's written decision affirming, modifying, or revoking the prior written notice. If VOF decides to issue a notice that requires an adjustment to compensation, the organization shall be compensated for any additional costs incurred as the result of such order and shall give VOF a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the organization accounts for the number of units of work performed, subject to VOF's right to audit the organization's records and/or to determine the correct number of units independently; or

- c. By ordering the organization to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The organization shall present VOF with all vouchers and records of expenses incurred and savings realized. VOF shall have the right to audit the records of the organization as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to VOF within thirty (30) days from the date of receipt of the written order from VOF. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the organization from promptly complying with the changes ordered by VOF or with the performance of the contract generally.
- L. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may terminate this contract and procure all goods and/or services contracted for, from other sources and hold the organization responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- M. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, VOF will publicly post such notice on the VOF website.
- N. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000:
During the performance of this contract, the organization agrees to (i) provide a drug-free workplace for the organization'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 organization'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 organization that the organization 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 suborganization or vendor.
- For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to an organization, 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.
- O. **NONDISCRIMINATION OF ORGANIZATIONS:** A bidder, offeror, or organization shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- P. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that VOF shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.
- Q. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.
- R. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** An organization 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 a public body pursuant to the Virginia Public Procurement Act 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 canceled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- S. **CIVILITY IN STATE WORKPLACES:** VOF shall take all reasonable steps to ensure that no individual, while performing work on behalf of VOF or any suborganization in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

VOF shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if organization's (and any suborganization's) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the organization shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of VOF. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.