



**COMMUNITY NEEDS ASSESSMENT RFP  
EXHIBIT A**

(Please sign and attach to RFP)

**Termination:**

1. Termination with Cause: EnAct reserves the right to terminate this contract at any time for cause. The violation of any provision or condition contained in this contract, or the refusal, failure, or inability to carry out any provisions of this contract shall constitute sufficient grounds to terminate this contract for cause. Should EnAct elect to terminate this contract for cause, EnAct will notify the Contractor thirty (30) days prior to the termination date and shall specify the cause for termination as well as the date the termination shall be effective. This termination notice will be issued via a written letter sent by USPS Certified Mail or electronically by email. Immediate dismissals may be executed if deemed necessary by EnAct.
2. Termination without Cause: EnAct and the Contractor may terminate this contract without cause. Written notice of termination must be sent via USPS Certified Mail no later than thirty (30) days prior to the termination date.

**Relationship of Parties:**

It is understood by the parties that the Contractor is an independent entity with respect to EnAct, and not an employee of EnAct. EnAct will not provide fringe benefits, including health insurance, paid vacation, workers' compensation, general liability insurance, or any other employee benefits, for the benefit of the Contractor and/or the Contractor's employees. The Contractor shall provide proof of liability insurance within then (10) working days naming EnAct as an additional insured upon execution of the Agreement.

**Notices:**

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the USPS mail, postage prepaid.

**Entire Agreement:**

The Agreement, with this attachment, contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement and these Terms & Conditions supersede any prior written or oral agreements between the parties.

**Amendment:**

The Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

**Change Orders:**

No Change Order will be acceptable unless written approval is given by EnAct prior to the work being performed. Any pricing quote in the Contractor's bid or proposal should be a "Not to Exceed" price and strictly adhered to, unless a Change Order is instigated by a request from EnAct.



**Nonfederal Match:**

The Contractor for services rendered may elect to contribute as an in-kind donation the difference between the Contractor's normal and customary fees/services and the fees and/or services charge to EnAct by virtue of EnAct being a non-profit organization.

**Severability:**

If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

**Indemnity:**

The Contractor is acknowledged as an Independent Contractor of EnAct and as such will indemnify and hold harmless EnAct for any and all loss, expense, and/or claims associated with or arising out of such injury or damage due to the activities or from any act or omission of the Contractor, it's Board Members (if applicable), employees, representatives, family members, invitee, and volunteers.

**Insurance:**

The Contractor shall acquire and carry throughout the contract term any applicable insurance, including workers' compensation or employee accident insurance if the Contractor has employees. At a minimum, the Contractor shall secure liability/professional insurance if there are no employees or sub-contractors. Proof of insurance shall be furnished by the Contractor to EnAct prior to the first day of work.

**Right of Access to Contractor Records:**

EnAct, the awarding agency, the Comptroller of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcripts. Records shall be maintained for at least three (3) years from the termination date of the Agreement.

**Waiver of Contractual Right:**

The failure of either party to enforce any provision of the Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**Applicable Law:**

This Agreement shall be governed by the laws of the State of West Virginia unless superseded by federal law.

**Equal Opportunity:**

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, age, religion, disability, political belief, sex, or national origin. The Contractor shall take affirmative action to ensure applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, disability, political belief, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to all employees and applicants for



employment, notices to be prepared by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

2. The Contractor shall, in all solicitation or advertisements for employment, state that all qualified applicants shall receive consideration for employment without regard to race, color, age, religion, disability, political belief, sex, or national origin.
3. Immigration Reform & Control Act
  - a. Requires employers to attest to their employees' immigration status.
  - b. Makes it illegal to knowingly hire or recruit unauthorized immigrants.

**CERTIFICATIONS: By signing the Contractor agrees to and certifies, if applicable, that:**

1. The Contractor shall to the best of its knowledge or belief, not be currently debarred, suspended, proposed for debarment or suspension, declared ineligible, or voluntarily excluded by any federal or state agency, and are not currently or previously been indicted or convicted either civilly or criminally by a government entity (local, state, or federal) for violations of the procurement, consumer, and/or felony statutes. The Contractor is not listed in the SAM.Gov website as an excluded party from federal procurement or non-procurement programs. That all local, state, and federal taxes are current and have been paid.
2. The Contractor shall not and will not use federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 USC 1352.

In the event of the Contractor's noncompliance with the above terms, conditions, and certifications or with any state or federal rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended, in whole or part, and the Contractor may be declared ineligible for further contracts. No other terms and conditions may take precedence with written permission of EnAct.

I have read the above and agree to abide by these terms and conditions. I further, by my signature, certify that I am an authorized representative of the Contractor with authority to obligate such to comply with the above.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

By:

Contractor Signature: \_\_\_\_\_

Company: \_\_\_\_\_

By:

EnAct Signature: \_\_\_\_\_

EnAct, Inc. Date: \_\_\_\_\_