



Fundraising Activities Contractor's Agreement

Between

Prince William County School Board

And

Contractor (print/type)

This agreement entered into the _____ day of _____, _____ by and between the Contractor and Prince William County School Board, P.O. Box 389, Manassas, VA 20108, hereinafter referred to as "*Prince William County Public Schools*," "*Procurement Agency*" or "*PWCS*," agrees to the following:

Products, Services, and Activities: The Contractor shall provide all necessary materials, equipment, supplies, and labor resources to provide the following professional top-quality fundraising products, services, and activities. Contractor shall list the type(s) of products/services/activities to be provided below; e.g., brochure sales—pizza, cookie dough, gift items, candles; purchase for resale—holiday wreaths, etc.

Commission/Profit: Contractor proposes the commission and/or profit rate of _____% for the aforementioned fundraising product/services/activities.

Period of Contract: Contract term begins upon execution date of this document. There is no expiration date. Approved vendor will remain on the Approved Fundraising Contractor's List until the Contractor requests that its name be removed or until PWCS determines it no longer wishes to do business with the vendor.

Contract Administrator/Technical Point of Contact: The Contract Administrator in PWCS Procurement, or his/her designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance. Individual schools may work directly with the Contractor in scheduling, coordinating, and answering technical questions in connection with the scope of services, and providing general direction under the resulting contract(s). The primary users at each site under this contract will be identified by the individual schools.

Contractor's Responsibilities: The Contractor shall provide all necessary materials, equipment, supplies, and labor resources to provide professional top-quality fundraising activities in accordance with the following minimum requirements:

1. General:

- a. All fundraising products should be competitive in nature when compared to average retail product value of like or similar items.
- b. At the discretion of the principal, schedule modifications for assemblies and performances, distribution of information, and collection of funds related to any fundraising activity shall cause a minimum disruption to the instructional schedule.
- c. The Contractor shall be advised that no foods or beverages shall be sold to students during established meal periods other than those sold by PWCS School Food and Nutrition Services and all foods sold during the school day shall meet the healthy nutrition standards listed in the PWCS Wellness Plan (Regulation 275-1, April 2018).
- d. The Contractor shall be advised that elementary and middle school students shall not participate in door-to-door fundraising activities for school or parent-teacher-sponsored activities. Senior high school students shall conduct door-to-door fundraising activities in pairs and have adequate teacher/adult supervision.
- e. The Contractor shall maintain such personal injury and property damage liability as necessary to protect itself from claims arising out of the performance of any resulting contract. With this signed Agreement, the Contractor shall provide a Certificate of Liability Insurance, ACORD 25 form, documenting general liability coverage of \$1,000,000. If the Contractor manufactures the items being sold, proof of \$1,000,000 of product liability insurance is also required.
- f. The Contractor shall maintain the confidentiality of all personal information obtained as a result of providing services under this contract. Personal information includes, but is not limited to, name, address, phone number, work/school location, etc. Firms may only use this information for purposes required by this contract. Failure to comply with this requirement will result in immediate cancellation of this contract. Contractor shall not release, disclose, sell, distribute, or otherwise use any PWCS staff members', parents' and/or students' personal information.

2. Personnel:

- a. The Contractor agrees that as a condition for providing the services required under this contract to certify that neither the Contractor nor any employee(s) assigned to perform the services in the presence of students during regular school hours or school-sponsored activities have been convicted of a felony or any offense involving sexual molestation or physical or sexual abuse or rape of a child.
- b. The Contractor shall complete and return the Certification of Compliance form along with this signed agreement.
- c. The Contractor shall provide experienced and accessible representatives who will work with school personnel to answer any questions regarding ordering procedures or financial matters pertaining to the individual services required.
- d. The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that they may utilize, using their best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees to be fully responsible for the acts and omissions of their subcontractors and of persons employed by them as they are for the acts and omissions of their own employees.
- e. The Contractor shall comply with the PWCS conflict of interest regulation and/or the State and Local Government Conflict of Interests Act, § 2.2-3100 et seq. of the "Code of Virginia."

3. Contact Persons and Phone Numbers:

- a. The Contractor should make available to the schools a designated contact person who shall respond to requests within two working days.
- b. The Contractor shall provide contact information on the Vendor Information Form including contact's name, local or toll-free telephone number, and an email address.

4. Incentives/Costs:

- a. All costs for promotional/ordering materials, incentives, prizes, and awards to students shall be borne by the Contractor and shall not impact the profit from gross to the school. Incentives, prizes, and awards to students shall not be in the form of additional products to be sold nor in the form of cash or monetary equivalents. PWCS will not issue a check or any form of payment or reduction/offset of net profits to the Contractor for incentives, prizes, and awards.
- b. All Contractors' overhead costs; e.g., travel, hourly rates, supplies, order forms, catalogs, printing, incentives, prizes, miscellaneous support services, etc., shall be borne by the Contractor and shall not impact the profit from gross to the school. No extra charges shall be allowed.
- c. Additional incentives that can be offered to PWCS may be listed on an attached page.

5. Promotional and Ordering Materials:

- a. The Contractor shall provide, at no cost, a sample of all literature, ordering forms, and prize incentives to PWCS for approval prior to any distribution to the students.
- b. The Contractor shall provide, at no cost, sufficient quantities of all brochures, order forms, parent letters, collection envelopes, and other promotion material as needed for a successful campaign.

6. Orders:

- a. Shipping charges, if any, shall be clearly disclosed to the school by the Contractor before any fundraising activity is authorized.
- b. The Contractor shall accept all orders as "inside" delivery.
- c. The school shall not be responsible for advancing money or prepaying for any products or services.
- d. The Contractor shall not stipulate or require minimum orders.

7. Delivery and Distribution:

- a. The Contractor shall deliver orders sorted and packaged as agreed to by the individual school; e.g., boxed by homeroom and alphabetically sorted by student.
- b. The Contractor shall accept all orders as "inside" delivery.
- c. Delivery hours at PWCS schools are between 8 a.m. and 3 p.m. on school days, excluding PWCS holidays.

8. Returns:

- a. The Contractor shall give a full refund to the school for all damaged and/or defective products.
- b. All costs for the return of damaged and/or defective products shall be borne by the Contractor.

9. Invoices, Payment Terms, Documentation, and Reports:

- a. Upon completion of the fundraising activity, the Contractor shall provide each school a written report of the entire order and a financial summary that details all goods sold, receipts, expenditures, sales, and profit along with the request for payment (invoice) directly to the school's bookkeeper.
- b. Upon request, the Contractor shall provide PWCS Procurement with an annual financial summary report including, but not limited to, sales and net profit, of all its fundraising activities in PWCS.
- c. All funds collected by the school are to be maintained in an internal school account until such time as all prizes are awarded and any/or all required action relative to the campaign is complete.
- d. The Contractor shall be paid on the basis of invoices submitted, to be paid net 30 days from receipt of invoice or completion, acceptance, and approval of services by an authorized

PWCS official, whichever is later. Payment shall be made after satisfactory performance of the contract in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. The School Board reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provisions of this contract or any modifications thereto.

- e. The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for no less than three years after final payment. PWCS, its authorized agents, and/or auditors, reserve the right to perform or have performed an audit of the records of the Contractor and, therefore, shall have full access to and the right to examine any of said materials, upon giving reasonable notice during said period.

Agreement Acceptance
Fundraising Activities Contractor's Agreement

This Document shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods and/or services described herein.

By signing this Agreement, the Contractor agrees to PWCS Terms and Conditions and acknowledges the review and acceptance of PWCS Regulation 341-1, Fiscal Management, "Guidelines for School Fundraising Activities."

Contractor:

Procurement Agency:

Authorized Signature

Authorized Signature

Printed/Typed Name

Name

Title

Supervisor of Procurement
Title

Business Name

Date

Address

Telephone Number Fax Number

Email address

Date