

## **CITY OF GREENSBORO SUPPLEMENTAL AGREEMENT TERMS**

### **Conflict of Interest**

No officer, employee or contractor of the City, and no sub-grantee or sub-recipient of any federal or state funds from the City shall participate in the selection or in the award or administration of a contract supported by federal, state, or City funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when any of the following persons or entities has a financial or other interest in the firm selected for the award:

- (i) The employee, officer, contractor;
- (ii) Any member of his immediate family;
- (iii) His or her partner; or
- (iv) An organization which employs, or is about to employ, anyone listed in (i) through (iii) above.

The grantee's or sub-grantee's officers, employees or Contractor will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements except as may be allowed in the City's Gift Policy, B-20.

The Definitions for the terms Officer, Employee and Contractor as used in this Section are as follows:

1. **Officer** - An individual who is elected to or appointed to serve or represent the City of Greensboro, other than an employee or independent contractor of the City.
2. **Employee** - Those individuals who are employed at will by the City of Greensboro for remuneration, whether full time or part time, benefited or non-benefited, and are charged with implementing City policies and City Council goals and objectives.
3. **Contractor** - Those individuals or companies who are authorized to act on behalf of the City and who provide services or products, whether contractual or not.

### **Non-Discrimination Requirements**

As a condition of entering into this agreement, The Contractor represents and warrants that it shall not discriminate on the basis of race, color, religion, national origin, biological sex, age, disability, nor shall the Contractor retaliate against any person for reporting instances of such discrimination. The Contractor shall provide equal opportunity for Subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. The Contractor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this

agreement, disqualification of the Contractor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

### **E-Verify**

The Contractor certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Contract, it will continue to comply with these requirements. The Contractor also certifies that it will require that all of its subcontractors that perform any work pursuant to this Contract to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Contract.

### **Iran Divestment Act Certification**

As of the date of this Contract/Agreement, The Contractor certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58 and that the Contractor will not utilize any subcontractor found on the State Treasurer's Final Divestment List. All individuals signing this Contract/Agreement on behalf of the Vendor/ Company certify that they are authorized by the Contractor to make this certification.

### **Divestment From Companies Boycotting Israel Act Certification**

As of the date of this Agreement, the Contractor certifies that it is not listed on the Final Divestment and Do-Not-Contract List - Restricted Companies Boycotting Israel created by the State Treasurer pursuant to N.C.G.S. 147-86.81 and that Contractor will not utilize any subcontractor found on the State Treasurer's Final Divestment and Do-Not-Contract List.