

## Third-Party Provider Guidelines

### Guidelines for organizations and individuals delivering services in collaboration with GENEDGE

GENEDGE works with a network of qualified third-party providers to deliver specialized services to Virginia manufacturers. These providers extend GENEDGE's capabilities and allow us to connect clients with subject matter experts across a wide range of operational and technical disciplines.

The following information outlines important expectations and administrative requirements for organizations and individuals working with GENEDGE as third-party providers.

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#### 1. Rules of Procurement

Any agreement entered into between your organization and GENEDGE is subject to the provisions of the Commonwealth of Virginia General Terms and Conditions, the Virginia Public Procurement Act (VPPA), and any applicable special terms and conditions. These may include flow down requirements from federal contracts or cooperative agreements.

#### 2. Contracting

All engagements are entered into through a proposal contracting process. A proposal describing the services to be delivered will be submitted by the third-party provider and reviewed by a GENEDGE project manager.

Once approved, the proposal scope of work will be incorporated into a GENEDGE contract and sent for signature. When the contract is fully executed, a purchase order will be issued through eVA referencing the contract number.

The contract becomes a legally binding agreement when signed by both parties.

#### 3. Client Relationship

GENEDGE maintains the primary client relationship for engagements in which third-party providers participate. Third-party providers are engaged by GENEDGE to deliver specialized services on behalf of GENEDGE and should coordinate all client communications and follow-on opportunities through the assigned GENEDGE project manager.

#### 4. Project Communication

Third-party providers should coordinate client communications with the assigned GENEDGE project manager. When appropriate, GENEDGE staff should be included in key meetings or communications related to project scope, deliverables, or follow-on opportunities.

## **5. Representation of GENEDGE**

Third-party providers may represent themselves as working in collaboration with GENEDGE on a specific engagement but may not represent themselves as employees or official spokespersons of GENEDGE.

## **6. Compensation**

Compensation for work will be defined during the proposal contracting process.

While working on an active project with GENEDGE, third-party providers should submit to GENEDGE a report containing reasonable detail and specification of the services performed within ten days of the end of each monthly period or other agreed upon schedule.

Invoice schedules should be agreed upon prior to execution of the contract. GENEDGE cannot compensate providers before work has been reviewed and approved by the GENEDGE project manager.

Current policy is payment within thirty days for approved invoices associated with a valid purchase order and signed contract.

## **7. State Offset Debt**

As a political subdivision of the Commonwealth of Virginia, GENEDGE payments are processed through the Virginia Department of Accounts payable system.

Payments are subject to the Virginia Debt Set Off Program, which allows the state to withhold payments to collect delinquent debts owed to government agencies. Providers will be notified by the Commonwealth if such action occurs.

## **8. Independent Contractor Status**

Third-party providers operate as independent contractors. Providers are not employees of GENEDGE and are not entitled to employee benefits such as vacation pay, paid holidays, health benefits, disability benefits, or other employee compensation programs.

Compensation paid to providers will not include deductions for state or federal withholding taxes. Providers are responsible for payment of all applicable federal and state income taxes and any required self-employment taxes.

## **9. Expenses**

Reimbursement may be provided for reasonable and proper expenses incurred at the specific direction of GENEDGE and identified in the executed contract.

Providers must submit an itemized account of such expenditures for reimbursement.

## **10. Project Deliverables**

When applicable, third-party providers may be asked to provide written summaries, reports, or documentation related to services delivered as part of a GENEDGE project. Such materials may be used by GENEDGE to document project outcomes and program impact.

## **11. Project Closeout and Impact Reporting**

Third-party providers may be asked to assist GENEDGE in documenting project outcomes and participating in project closeout activities. This may include providing information related to deliverables, client feedback, or project impacts required for reporting under the NIST Manufacturing Extension Partnership program.

## **12. Performance Expectations**

GENEDGE expects third-party providers to deliver services consistent with professional standards and the scope of work defined in the project contract. GENEDGE may review performance at the conclusion of engagements when determining future collaboration opportunities.

## **13. Subcontractors**

Third-party providers are responsible for the performance and conduct of any personnel engaged to support delivery of services under a GENEDGE contract.

Any use of subcontractors or additional personnel not previously identified in the proposal or contract should be disclosed to and approved by GENEDGE prior to participation in the project.

## **14. Confidential Information**

Because of the nature of GENEDGE's services, providers may obtain proprietary or confidential information while working with GENEDGE and its clients.

By entering into a proposal contract arrangement, providers agree to maintain in confidence and not disclose any confidential information obtained during the course of the engagement. Providers also agree not to use such information for personal benefit or the benefit of any third-party unless the information becomes publicly known.

Some clients may also require execution of a Non-Disclosure Agreement prior to project work.

## **15. Return of Property**

Upon termination of an engagement with GENEDGE, or at any time upon request, providers will return all materials containing proprietary or confidential information relating to GENEDGE or its clients.

## **16. Insurance**

Third-party providers must maintain appropriate insurance coverage as required by the Commonwealth of Virginia and as specified in the terms and conditions of each GENEDGE contract. Insurance requirements, including coverage types and minimum limits, are incorporated into GENEDGE contracts and purchase orders and must be maintained throughout the duration of the engagement.

Providers may be required to provide certificates of insurance demonstrating compliance with these requirements prior to the start of work. Current insurance requirements are available upon request.

Third-party providers are responsible for maintaining current insurance coverage throughout the duration of any engagement with GENEDGE and must promptly notify GENEDGE of any changes, lapses, or cancellations in required coverage.

## **17. Virginia Law**

The parties agree that the interpretation, performance, and resolution of disputes arising under any proposal or purchase agreement will be governed by the laws of the Commonwealth of Virginia.

## **18. Non-Interference Covenant**

Third-party providers agree not to solicit or accept consulting opportunities directly from any company introduced to them by GENEDGE during or following the course of a GENEDGE engagement without prior written consent from GENEDGE.

Providers also agree to forward business development opportunities identified while working with GENEDGE clients to the appropriate GENEDGE project manager.

Failure to comply with this requirement may result in termination of current engagements and removal from GENEDGE's third-party provider network.

## **19. Project Opportunities**

Inclusion in GENEDGE's network of third-party providers does not guarantee the assignment of project work. Selection of providers for specific engagements is based on project requirements, client needs, and provider expertise.