

VIRGINIA CONTRACT CLAUSES

As a public body, CSPDC is required to comply with all applicable provisions of the Virginia Public Procurement Act. This attachment includes contract clauses that are required when CSPDC purchases goods or services from nongovernmental sources.

1. Authorized to Transact Business in the Commonwealth

(Applies to all contracts)

The Contractor is authorized to transact business in the Commonwealth of Virginia as a domestic Limited Liability Company and its State Corporation Commission Identification Number is _____.

2. Compliance with Federal Immigration and Reform and Control Act

(Applies to all contracts)

The Contractor shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

3. Prompt Payment

(Applies to all contracts that allow subcontracting)

- a. The Contractor shall take one of the two following actions within seven (7) days after the receipt of amounts paid to him by the CSPDC for work performed by his subcontractor(s) under the contract:
 - (1) Pay the subcontractor(s) for the proportionate share of the total payment received from the CSPDC attributable to the work performed by the subcontractor(s) under the contract; or
 - (2) Notify the CSPDC and subcontractor(s), in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

- b. The Contractor shall pay interest to the subcontractor(s) on all amounts owed by the contractor that remain unpaid after seven (7) days following receipt by the contractor of payment from the CSPDC for work performed by the subcontractor(s) under the contract, except for amounts withheld as allowed by paragraph (a)(2) above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.

- c. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor(s).
- d. The Contractor's obligation to pay an interest charge to a subcontractor(s) pursuant to the payment clause in this section shall not be construed to be an obligation of the CSPDC. A contract modification shall not be made for the purpose of providing reimbursement for such interest charge and a cost reimbursement claim shall not include any amount for reimbursement for such interest charge.

4. Employment Discrimination Prohibited

(Applies to all contracts in excess of \$10,000)

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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 contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor 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.

The Contractor shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

5. Drug-Free Workplace

(Applies to all contracts in excess of \$10,000)

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor'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 contractor'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 Contractor that the Contractor 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 subcontractor 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 a contractor in accordance with this chapter, 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.