

## 1. **Applicable Laws and Courts**

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. Supplier shall comply with all applicable federal, state, and local laws, rules and regulations.

## 2. **Anti-Discrimination**

In every Contract over \$10,000 the provisions in paragraphs A. and B. below apply:

- A. To the extent allowed by law, during the performance of this Contract, Supplier agrees as follows:
  - i. Supplier will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity or expression, national origin, age, disability, status as service disabled veteran in accordance with § 2.2-4310 of the Code of Virginia, or any other basis prohibited by state law relating to discrimination in employment, except when there is a bona fide occupational qualification reasonably necessary to the normal operation of Supplier. Supplier agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which Supplier has contracts over \$10,000.
  - ii. Supplier, in all solicitations or advertisements for employees placed by or on behalf of Supplier, will state that such Supplier is an equal opportunity employer.
  - iii. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for meeting these requirements.
- B. Supplier will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

### **3. Immigration**

Supplier does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

### **4. Supplier/Subcontractor Participation in E-Verify**

In compliance with Code of Virginia § 2.2-4308.2, (Effective December 1, 2013), registration and use of federal employment eligibility verification program is required for Supplier and all Supplier subcontractors performing under the Contract ("employer") conducting business in the Commonwealth.

- A. For purposes of this section, "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, § 403(a), as amended, operated by the U.S. Department of Homeland Security, or a successor work authorization program designated by the U.S. Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603).
- B. Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract.
- C. Any such employer who fails to comply with the provisions of subsection B shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program.

If requested, Supplier must show proof of their continued participation in e-Verify.

### **5. Antitrust**

By entering into the Contract, Supplier conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.

## 6. Payment

### A. To a Supplier that is a Prime Contractor:

- i. Supplier shall provide social security number (for individual Suppliers) or the federal employer identification number (for proprietorships, partnerships, and corporations)
- ii. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- iii. All goods or services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by Supplier at the Contract price, regardless of which public agency is being billed. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- iv. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Suppliers should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify Supplier, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Supplier may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute.

### B. To any Supplier subcontractor(s):

- i. Supplier utilizing subcontractors for any part of its performance under this Contract is hereby obligated:
  - a) To pay the subcontractor(s) within seven (7) days of Supplier's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or

- b) To notify the agency and the subcontractor(s), in writing, of Supplier's intention to withhold payment and the reason.
- ii. Interest shall accrue at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by Supplier that remain unpaid seven (7) days following receipt of payment from the Commonwealth for work performed by the subcontractor, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Supplier performing under the primary Contract. A Supplier's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

Supplier will include the provisions of a. above in every subcontract or purchase order, so that the provisions will be binding upon each subcontractor or vendor.

## **7. Modifications**

This Contract may be modified in accordance with § 2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives authorized to do so. No modifications to this Contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

Any contract issued on a firm fixed price basis may not be increased more than twenty five percent (25%) or \$50,000.00 whichever is greater, without the approval of the Governor of the Commonwealth of Virginia or his authorized designee. In no event may the amount of the Contract be increased without adequate consideration.

The provisions of this section shall not limit the amount a party to a public contract may claim or recover against a public body pursuant to § 2.2-4363 (contractual claims) or any other applicable statute or regulation. The unauthorized approval of a modification cannot be the basis of a contractual claim as set forth in § 2.2-4363.

## **8. Contract Extensions**

In the event that the original terms and all renewals of this contract expire prior to the award for a new contract for similar goods and/or services, the Commonwealth of Virginia may, with written consent of the Contractor, extend this contract for such a period as may be necessary to afford the Commonwealth of Virginia a continuous supply of the identified goods

and/or services.

## **9. Drug-Free Workplace**

During the performance of this Contract, Supplier agrees to (i) provide a drug- free workplace for Supplier'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 Supplier'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 Supplier that Supplier 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 the specific Contract awarded to Supplier, 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.

## **10. Sexual Harassment: Training and Compliance**

Pursuant to requirements of § 2.2-4201(3) of the Code of Virginia, for any Contract over \$10,000, Supplier agrees that it shall (i) provide annual training on Supplier's sexual harassment policy to all supervisors and employees providing services in the Commonwealth of Virginia, except such supervisors or employees that are required to complete sexual harassment training provided by the Virginia Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth of Virginia that Supplier owns or leases for business purposes and (b) Supplier's employee handbook.

Additionally, Supplier shall include these provisions in every subcontract or purchase order of over \$10,000, so that such provisions shall be binding upon each subcontractor or vendor.

Pursuant to § 40.1-28.01 of the Code of Virginia, no employer shall require an employee or a prospective employee to execute or renew any provision in a nondisclosure or confidentiality agreement, *including any provision relating to nondisparagement*, that has the purpose or effect of concealing the details relating to a claim of sexual assault pursuant to §§ 18.2-61, 18.2-67.1, 18.2-67.3, or 18.2-67.4, or a *claim of sexual harassment* as defined in § 30-129.4 as a condition of employment.

## **11. Section 508 Compliance**

All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, Supplier must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the Code of Virginia.

## **12. Non-Visual Access**

All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Contract:

- i. Effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
- ii. The Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
- iii. Nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
- iv. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, Supplier must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the Code of Virginia.

### **13. Authorized To Transact Business**

A Supplier organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.

A Supplier shall not allow its existence as a partnership or corporation to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The Commonwealth may void this Contract, in whole or in part, if Supplier fails to remain in compliance with the provisions of this provision.

### **14. Insurance**

Supplier and any subcontractors will maintain the following insurance coverages during the entire term of the Contract. All insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Supplier will provide Certificates of Insurance upon request to substantiate its compliance with these requirements.

- A. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Suppliers who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of this Contract shall be in noncompliance with the Contract.
- B. Employer's Liability - \$100,000.
- C. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

## **15. Data Privacy**

In accordance with § 2.2-2009 of the Code of Virginia, during the performance of this Contract, Supplier is required at all times to comply with all applicable federal and state laws and regulations pertaining to information security and privacy.

## **16. Prohibited Transactions**

Pursuant to the requirements of § 2.2-5514 of the Code of Virginia, at all times during its performance of this Contract, Supplier is prohibited from providing, whether directly or indirectly through subcontractors, any hardware, software, or services that have been prohibited for use on federal government systems by the U.S. Department of Homeland Security.

Similarly, § 2.2-5514.1 of the Code of Virginia prohibits person or entity contracting with any such public body from downloading or using any application, including TikTok or WeChat, or accessing access any website developed by ByteDance Ltd. or Tencent Holdings Ltd. (i) on any government-issued device or government-owned or government-leased equipment, including mobile phones, desktop computers, laptop computers, tablets, or other devices capable of connecting to the Internet, or (ii) while connected to any wired or wireless Internet network owned, operated, or maintained by the Commonwealth of Virginia.