

## **EXHIBIT A**

### **Mandatory Clauses for Agreements with Northern Virginia Regional Park Authority**

The following provisions apply to any agreement between the Northern Virginia Regional Park Authority ("Customer") and any non-governmental entity ("Contractor"):

#### **1. Equal Opportunity Employment**

a. During the performance of the Agreement, the Contractor agrees as follows:

(i) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by federal or 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.

(ii) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that Contractor is an equal opportunity employer.

(iii) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the notice, advertisement, and solicitation requirements of this paragraph.

b. The Contractor shall cause to be included the provisions of the foregoing paragraphs a.(i), a.(ii), and a.(iii) (substituting the subcontractor or vendor for Contractor as the obligated party) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

#### **2. Drug-Free Workplace**

a. During the performance of the Agreement, 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) cause to be included the provisions of the foregoing clauses (substituting the subcontractor or vendor for the Contractor as the obligated party) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

b. For the purposes of this paragraph 2, "drug-free workplace" means a site for the performance of work done in connection with the Agreement by Contractor where its employees 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 Agreement.

**3. Certifications Regarding Felons and Sex Offenders.** If any services will be provided at a Virginia public school, pursuant to Code of Virginia § 22.1-296.1.C., Contractor certifies that it and any of its employees who will have direct contact with any public school students there have

not been convicted of a felony or any offence involving sexual molestation or physical or sexual abuse or rape of a child. Contractor shall promptly report to the Customer any change that would make this certification no longer accurate. Additionally, Contractor certifies that none of its employees who will provide any services at any facility or property of the Customer is registered in the Sex Offender and Crimes Against Minors Registry maintained by the Commonwealth of Virginia pursuant to Code of Virginia § 9.1-900, et seq.

**4. No Employment of Unauthorized Aliens.** Contractor represents and warrants that Contractor does not, and shall not during the performance of this Agreement, knowingly employ any unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

**5. Statement of Nondiscrimination against Faith-Based Organizations.** Customer does not discriminate against faith-based organizations. (See Va. Code § 2.2-4343.1)

#### **6. Prompt Payment Requirements**

a. Within seven days after Contractor receives amounts paid for work subject to the Agreement performed by any “subcontractor”, as defined in Code of Virginia § 2.2-4347, Contractor shall take one of the two following actions:

(i) Pay the subcontractor for the proportionate share of the total payment received from Owner attributable to the work performed by the subcontractor; or

(ii) Notify Owner and the subcontractor in writing of Contractor’s intent to withhold all or part of the subcontractor’s payment and the reason for nonpayment

b. Contractor shall provide its Federal employer identification number with each application to Owner for payment.

c. Contractor shall pay interest to any “subcontractor” on all amounts owed by Contractor that remain unpaid after seven days following receipt by Contractor of payment from Owner for work performed by such subcontractor relating to the Agreement except as to amounts withheld as allowed by 6(a)(ii).

d. Unless otherwise provided under the terms of the Agreement, interest shall accrue at the rate of 1% per month.

e. Contractor shall include in 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.

f. No obligation imposed by this paragraph 6 shall be construed to create any obligation of Customer. Under Code of Virginia §2.2-4354, no modification to the Agreement may be made for the purpose of providing reimbursement for the interest charge, and Contractor shall not invoice Customer for any such charge.

#### **7. Authorization to Conduct Business in Virginia.**

The provisions of Va. Code § 2.2-4311.2 are incorporated by reference. If Contractor is a business entity described in Va. Code § 2.2-4311.2.A, Contractor must be authorized to transact business in Virginia if required by law to be so authorized and shall not allow its existence or certificate authority or registration to transact business to lapse or be revoked or cancelled during the term of this Agreement.