

(I) NOT TO DISCRIMINATE IN ANY MANNER AGAINST AN EMPLOYEE OR AN APPLICANT FOR EMPLOYMENT ON THE BASIS OF SEX, RACE, CREED, COLOR, AGE, MENTAL OR PHYSICAL HANDICAP, SEXUAL ORIENTATION, OR NATIONAL ORIGIN; AND

(II) TO INCLUDE A SIMILAR NONDISCRIMINATION CLAUSE IN ALL SUBCONTRACTS:

(2) (I) IF THE NONDISCRIMINATION CLAUSE IS OMITTED FROM A CONTRACT OR SUBCONTRACT THE WSSC SHALL PROVIDE A REASONABLE OPPORTUNITY TO CURE THE DEFECT, SUBJECT TO THE PROVISIONS OF THIS SUBSECTION.

(II) IF THE CONTRACTOR FAILS TO CURE THE DEFECT, THE WSSC MAY DECLARE THE CONTRACT TO BE VOID, AND THE CONTRACTOR IS ENTITLED TO THE REASONABLE VALUE OF WORK THAT HAS BEEN PERFORMED AND MATERIALS THAT HAVE BEEN PROVIDED.

(III) IF THE CONTRACTOR CURES THE DEFECT, THE CONTRACT REMAINS IN FORCE ACCORDING TO ITS REVISED TERMS.

(3) IF A CONTRACTOR WILLFULLY FAILS TO COMPLY WITH THE REQUIREMENTS OF THE NONDISCRIMINATION CLAUSE AND THE CONTRACT IS PARTLY EXECUTORY, THE WSSC MAY COMPEL THE CONTRACTOR TO CONTINUE TO PERFORM UNDER THE CONTRACT, BUT THE WSSC:

(I) IS LIABLE FOR NO MORE THAN THE REASONABLE VALUE OF WORK PERFORMED AND MATERIALS PROVIDED AFTER THE DATE ON WHICH THE BREACH OF CONTRACT WAS OR SHOULD HAVE BEEN DISCOVERED; AND

(II) SHALL DEDUCT ANY MONEY THAT HAS BEEN PAID UNDER THE CONTRACT FROM THE MONEY THAT COMES DUE UNDER ITEM (I) OF THIS PARAGRAPH.

(4) IF A SUBCONTRACTOR WILLFULLY FAILS TO COMPLY WITH THE REQUIREMENTS OF A NONDISCRIMINATION CLAUSE, THE CONTRACTOR MAY DECLARE THE SUBCONTRACT TO BE VOID. IN THAT EVENT, THE CONTRACTOR IS LIABLE FOR NO MORE THAN THE REASONABLE VALUE OF WORK PERFORMED OR MATERIALS PROVIDED.

SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect October 1, 2001.

Approved April 20, 2001.