

FEDERAL NON-CONSTRUCTION CONTRACT LANGUAGE

All housing program administration, rehabilitation specialist, demolition and other non-construction contracts MUST contain reference to the following federal laws.

Subpart A: Title VI of the Civil Rights Act of 1964, as Amended

All parties to this contract hereby agree to comply with the provisions of Title VI of the *Civil Rights Act of 1964* (Public Law 88-352) which provides: that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance of any dollar amount.

Subpart B: Section 109 of the Housing and Community Development Act of 1974, as Amended

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the *Rehabilitation Act of 1973* shall also apply to any such program or activity of any dollar amount.

Subpart C: Records Retention

The CONTRACTOR shall maintain financial records, supporting documents, statistical records, and all other records pertinent to this contract during the period of this contract and for five (5) years from the date of final payment; except, if any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

Subpart D: Provisions Required by Law Deemed Inserted

The provisions of Article 4 (Ethics in Public Contracting), Chapter 7 of Title 11 of the Code of Virginia, as amended, is hereby incorporated by reference and each and every other provision of law and clause required by law to be inserted herein shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein.

Subpart E: Immigration Reform and Control Act of 1986

The Contractor agrees by signing this contract that he/she does not and will not during the performance of this contract violate the provisions of the *Federal Immigration Reform and Control Act of 1986*, which prohibits employment of illegal aliens.

Subpart F: Access to Records

The Public Body, the Virginia Department of Housing and Community Development, the U.S. Department of Housing and Urban Development, the U.S. Department of Labor, the Inspector General, and the General Accounting Office, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.

The following clause applies to all contract/subcontracts valued at \$10,000 or more in federal funds:

Subpart G: Equal Employment Opportunity

1. Executive Order 11246, as amended

a. During the performance of this contract, the contractor agrees as follows:

- (1)** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2)** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3)** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments

under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. Subcontracts

Each prime contractor or subcontractor shall include the equal opportunity clause in each of its subcontracts.

The following clause applies to all contract/subcontracts valued at \$100,000 or more in federal funds:

Subpart H: Section 3 of the Housing and Urban Development Act of 1968

1. The Section 3 area for this PROJECT is designated as the County of _____ and the Town/City of _____. Businesses and Residents of this County are considered “local” for project reporting purposes.
2. The work to be performed under this contract is on a project assisted under a program providing direct financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the *Housing and Urban Development Act of 1968*, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and that contracts in connection with the project be awarded to business concerns which are located in, and owned in substantial part by persons residing in the project area.
3. The parties to this contract will comply with the provisions of said Section 3 and the procedures for compliance issued pursuant thereto by the Virginia Department of Housing and Community Development set forth in this section to wit:
 - a. The PUBLIC BODY and the CONTRACTOR shall analyze the tasks to be performed under this CONTRACT and identify:
 - (1) The opportunities for training and employment of lower income residents of the project area, and
 - (2) Contracts for construction contracts, non-construction contracts, materials and supplies in connection with the project to be awarded to business concerns which are located in, and owned in substantial part by persons residing in the project area.
 - b. After determining what construction contracts, non-construction contracts, materials and supplies will be needed to be procured by the CONTRACTOR to complete the contract:
 - (1) The CONTRACTOR shall fill all employment positions to the greatest extent feasible with residents of the local (Section 3) county to the extent such residents are available and meet the generally accepted qualifications for the position(s) needed to be filled. And, the CONTRACTOR will fill all vacant trainee positions to the greatest extent feasible with residents of the local (Section 3) county to the extent such residents are available.

- (2) The CONTRACTOR will subcontract to, and procure to the greatest extent feasible all construction contracts, non-construction contracts, materials and supplies necessary for the PROJECT from business concerns located and substantially owned by residents of the local (Section 3) county to the extent that such items are available, and of comparable quality and cost.
- c. The CONTRACTOR shall not circumvent these Section 3 requirements by:
 - (1) Filling vacant trainee or employment positions in its organization immediately prior to undertaking work on the PROJECT; or
 - (2) Entering into procurement contracts immediately prior to undertaking work on the PROJECT.
4. The CONTRACTOR will include this Section in every subcontract for work in connection with this PROJECT and will at the direction of the PUBLIC BODY take corrective action pursuant to the SUBCONTRACT upon a finding that the SUBCONTRACTOR is in violation of these provisions. The CONTRACTOR will not subcontract with any SUBCONTRACTOR where it has notice or knowledge that the latter has been found in violation of *Section 3 of the Housing and Urban Development Act of 1968*, and will not award any SUBCONTRACT unless the SUBCONTRACTOR has provided it with a preliminary statement of ability to comply with Section 3.
5. Compliance with the provisions of Section 3 and the provisions of this Section are a condition of the Federal financial assistance provided to the PROJECT, binding upon the PUBLIC BODY. Failure to fulfill these requirements shall subject the PUBLIC BODY, its contractors, its subcontractors and its successors to those sanctions specified by the grant agreement or contract through which Federal assistance is provided.
6. The parties to this CONTRACT verify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

Subpart I: Drug-Free Workplace Act Assurances

The Contractor agrees by signing this contract that he/she will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in

- the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about -
 - i. The dangers of drug abuse in the workplace;
 - ii. The grantee's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five days after such conviction;
 - (e) Notifying the Virginia Department of Housing and Community Development within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such condition;
 - (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).