

1. All housing rehabilitation construction contracts MUST contain reference to the following federal laws:

- 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."

- b. Executive Order 11246, as amended:

"All parties to this contract which exceed \$10,000.00 hereby agree to comply with the provisions of Executive Order 11246 which provides: that contractors and sub-contractors take affirmative action to ensure fair treatment in employment, upgrading, demotion, layoff, or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship."

- c. Section 109 of the *Housing and Community Development Act of 1974*, as amended:

"All parties to this contract hereby agree to comply with the provision of Section 109 of the *Housing and Community Development Act of 1974* which provides: that 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.

- d. Section 3 of the *Housing and Urban Development Act of 1968*:

"All parties to this contract hereby agree to comply with the provisions of Section 3 of the *Housing and Urban Development Act of 1968* which provides:

- i) that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the project area."

- ii) All parties to this contract hereby agree to comply with the following t: "Pursuant to the Provisions of 24 CFR Part 85 and Section 3 of the *Housing and Urban Development Act of 1968*, in procuring supplies, equipment, construction and services, and CONTRACTOR and all SUBCONTRACTORS will contact the firms located in the local project area (county) and, minority- and female-owned firms identified by the PUBLIC BODY on its solicitation list and provide such firms reasonable opportunities to compete for procurement contracts."
- e. The *Immigration Reform and Control Act of 1986*:

“All parties to this contract hereby agree to comply with the following provisions of the *Immigration Reform and Control Act of 1986* which provides: that the CONTRACTOR agrees by signing this contract that he or 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.”
- f. *Lead-Based Paint Poisoning Prevention Act* (Pubic Law 91-695, 84 Stat. 2068 as amended by Public Law 93-151 and Public Law 94-317 (42 U.S.C. 4801))
  - i) "As pursuant to the *Lead-Based Paint Poisoning Prevention Act*, as amended, the CONTRACTOR and SUBCONTRACTORS shall not use lead based paint in residential structures and shall eliminate any lead-based paint hazards in residential structures rehabilitated."
  - ii) The governing body shall be responsible for inspection certifications and preparing specifications to eliminate identified lead based paint under CFR Section 35.24.
- 2. All housing rehabilitation construction contractors must submit a *Monthly IPR Register of Contractors, Subcontractors and Suppliers* for all procurement of \$10,000 or more.

# IPR Flex REGISTER OF CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS

## Explanation of Form

*What it is used for:* To document all procurements of \$10,000 or more made in an IPR Flex project and to assist in assuring compliance with Section 3.

*When it is used:* Procurements are registered as they occur or on a monthly basis prior to submittal. This form is compiled by the Subrecipient, the Prime Contractor, and each subcontractor per the instructions below for each month and part of month during the course of a contract.

*Where it goes:* The Subrecipient files all reviewed and accepted submittals in their procurement and equal opportunity project files.

*Instructions:*

- Complete the “Month Covered” and “Date Completed” in the top right corner.
- ROUND CONTRACT AMOUNTS TO THE NEAREST DOLLAR.
- RECORD THE PHYSICAL ADDRESS OF BUSINESS ONLY. P. O. Boxes and other mailing addresses are not acceptable.
- RECORD THE IRS # (SSN). The form will be returned if it is not filled out.
- A procurement is registered one time and only for the month in which it occurred; DO NOT DUPLICATE PROCUREMENTS ON SUBSEQUENT SUBMITTALS.

**SUBRECIPIENT’S RESPONSIBILITIES:** The Subrecipient should complete this form each month to register all applicable procurements with Prime Contractors, subcontractors and suppliers. For submittal to itself the Subrecipient completes line (1) of SECTION I; line (2) and (3) will be left blank. For every procurement with a Prime Contractor, the Subrecipient should complete lines (1) and (2) of SECTION I and supply the Prime Contractor with enough copies for the duration of the contract. After submission of the Register by its Prime, the Subrecipient must review the Register for completeness, accuracy and consistency. The Subrecipient should not pay the prime its final invoice until it has received all of the required Registers and has determined their accuracy.

**PRIME CONTRACTOR’S RESPONSIBILITIES:** The Prime Contractor must prepare and submit this form every month and part of month to the Subrecipient along with any submittals received from subcontractors. The Prime Contractor must use the forms supplied by the Subrecipient in which lines (1) and (2) of SECTION I are already completed and line (3) remains blank.

In SECTION II, the Prime will record in the first row his or her contract information with the Subrecipient. In the following rows, the Prime will identify each procurement of \$1,000 or more as either ‘subcontractor’ or ‘supplier’ and will give complete information in the remaining columns. For every procurement with a subcontractor, the Prime Contractor should complete item (3) of SECTION I (lines (1) and (2) being already completed by the Subrecipient).

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