

**Contracting, Labor and Hiring Provisions: Contractors**  
**(Note these provision flow through to sub contracts)**

a. Flow through provisions. Contractor will include the provisions of this Section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of the Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the Authority may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Authority, Contractor may request the United States to enter into such litigation to protect the interest of the United States.

b. Equal Opportunity. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin(s). 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(s). 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. 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.

c. Cost Reasonableness. Contractor shall conduct all contracting and purchases with NSP2 Funds to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this Agreement, Contractor must demonstrate how cost reasonableness for all services provided in connection with the Project was established. Cost reasonableness may be established by competitive bidding, although Contractor and the Authority acknowledge that competitive bidding is not required hereunder provided that such cost reasonableness is demonstrated.

d. Non-Discrimination. Contractor agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

e. MBE/WBE. Contractor will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group Contractors or women. Contractor may rely on written

representations by businesses regarding their status as minority and women-owned business enterprises in lieu of an independent investigation.

f. Conflicts of Interest. No employee, officer, or agent of the Authority shall participate in selection, or in the award or administration of a contract supported by Authority funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when (a) the employee, officer or agent, (b) any member of his or her immediate family, including any parent, spouse, child or sibling of such employee, officer or agent or (c) an organization that employs, or is about to employ, any of the foregoing, has a financial or other interest in the firm selected for the award. The Authority's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors.

Neither the Authority, Contractor nor any of their respective contractors shall enter into any contract, subcontract or agreement in connection with the Project in which any member, officer or employee of the Authority, or any member of the governing board of the locality in which the Project is situated, or any member of the governing body of the locality in which the Authority was activated or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his tenure or for one (1) year thereafter, has any interest, whether direct or indirect.

No member, officer or employee of the Authority, no member of the governing body of the locality in which the Project is situated, no member of the governing body of the locality in which the Authority was established, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during his tenure or for one year thereafter shall have any interest, direct or indirect, in the Project or the proceeds thereof.

g. Federal debarred Contractors. Contractor shall ensure that no contracts are awarded to businesses that are federally debarred, as defined at 24 CFR Part 5. Prior to each contract award, the contractor shall provide a copy of the debarment verification obtained from the federal Excluded Parties List System, <https://www.epls.gov/>, for each awarded business.

h. Compliance with Other Federal, State and Local Laws.

1. Contractor agrees to comply with applicable state and local civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended (the "HCDA"), Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063 and Executive Order 11246 as amended by Executive Order 11375, 11478, 12107 and 12086, and will include the provisions in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its contractors and subcontractors.
2. Contractor agrees to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the

Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

3. Contractor agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code. Contractor is prohibited from using funds provided herein or personnel employed in the administration of the Project for inherently religious activities, lobbying, political patronage and nepotism activities.