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UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service

BULLETIN 1780-15
RD-GD-1997-25

SUBJECT: Construction Contract Documents

EFFECTIVE DATE: July 30, 1997.

OFFICE OF PRIMARY INTEREST: Assistant Administrator, Electric Program.

FILING INSTRUCTIONS:

PURPOSE: This bulletin is issued to

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CONSTRUCTION CONTRACT DOCUMENTS

ITEM I

NOTICE AND INSTRUCTIONS TO BIDDERS

Date: _____

1. Sealed bids will be received by the
_____, hereinafter referred to as the
"Owner," for performing the work as described as
follows: _____

as described more fully in the Plans and Specifications attached
hereto, on or before _____ o'clock, in the _____
_____, at which time said bids will
be publicly opened and read.

2. All bids must be made on the blank form of proposal attached hereto.
3. If the contract bid exceeds \$10,000, a bidder must submit Form FmHA 400-6. "Compliance Statement," with the bid. "Equal Opportunity Clause," will be a part of all construction contracts exceeding \$10,000.
4. A bidder may withdraw any proposal submitted prior to the hour set for the closing of the bids provided the request is signed in a manner identical with the proposal being withdrawn.
5. It is understood that the Rural Utilities Service must concur in this contract.
6. The owner will be responsible for payment in accordance with the terms of the contract when the work is completed.

(Owner)

By _____

Title _____

ITEM II

BIDDER'S PROPOSAL

Place _____
Date _____

1. In compliance with your invitation for bids dated _____
_____ and subject to all the conditions thereof, the
undersigned _____

_____ (hereinafter called BIDDER) _____ doing
business as _____

_____, "
of the City of _____, State of _____

_____ hereby proposes to furnish and complete work
required by the Contract Documents for the construction of all
structures listed at the prices shown for each bid item on the Bid
Schedule. Any total cost found inconsistent with the unit cost when the
bids are examined will be deemed in error and corrected to agree with
the unit cost which shall be considered correct.

2. The undersigned BIDDER does hereby declare and stipulate that this
proposal is made in good faith, without collusion or connection with any
other person or persons bidding for the same work, and that it is made
in pursuance of and subject to all the terms and conditions of the
Notice and Instructions to Bidders, the Construction Contract, the
Detailed Specifications, and the Plans pertaining to the work to be
done, all of which have been examined by the undersigned.

3. The undersigned BIDDER agrees to abide by the requirements of
Executive Order No. 11246, as amended. To that end, the BIDDER submits
a completed Form FmHA 400 -6, "Compliance Statement," as ITEM (X) of the
Contract Documents. The BIDDER agrees to execute "Equal Opportunity
Clause," as part of the Construction Contract.

4. If the work to be performed under this contract is in hometown plan
or imposed plan area the undersigned BIDDER agrees to abide by the
"Model Special Bid Conditions" attached hereto as item VI.

5. All the various phases of work enumerated in the Detailed
Specifications with their individual jobs and overhead, whether
specifically mentioned, included by implication or appurtenant thereto,
are to be performed by the BIDDER under one of the items listed in the
Bid Schedule, irrespective of whether it is named in said list.

6. Payment for work performed will be in accordance with the bid
Schedule, subject to changes as provided for in the Construction
Contract.

BID SCHEDULE

NOTE: Bids shall include sales tax and all other applicable taxes and fees.

Item No.	Description	Estimated Quantity	Total Price	Unit Price	Total
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TOTAL BID PRICE \$ _____

ITEM III
NOTICE OF AWARD

Description of work: Construction of _____
_____ for the _____

To: _____

The Owner has considered the Proposal submitted by you for the above described work in response to its Notice and Instructions to Bidders dated _____, ____.

It is to the best interest of said Owner to accept your Proposal in the amount of _____
(\$ _____); you are hereby notified that your Proposal has been accepted for items _____

You are required by the Notice and Instruction to Bidders to execute the contract within ten days from the date of the delivery of this Notice to you.

Dated this _____ day of _____, _____

Owner

ACCEPTANCE OF NOTICE

By _____

Receipt of the above Notice of Award is hereby acknowledged this _____ day

Title _____

of _____, _____.

By _____

Title _____

C O N T R A C T

THIS AGREEMENT, made this _____ day of _____, _____,
by and between _____,
hereinafter referred to as the OWNER, and _____,
hereinafter referred to as the
CONTRACTOR:

WITNESSETH:

That for and in consideration of the mutual covenants and promises
between the parties hereto, it is hereby agreed that:

1. The CONTRACTOR will furnish all of the materials and supplies,
equipment, and labor and other services necessary in conformance with
these contract documents for the construction and completion of the
project described in general as follows:

2. COMPLETION OF WORK. The Contractor shall commence the work
covered by this contract within ten (10) calendar days after the date of
receipt of the Notice to Proceed and shall complete the same within
_____ calendar days unless the period for completion is
extended as provided for in the General Conditions.

3. CONTRACT SUM. The Owner shall pay the Contractor for the performance of said work, subject to additions or deductions provided herein _____ dollars (\$ _____) in conformity with the bid schedule in Item II.

4. The Contract Documents include the following:

- (a) Notice and Instructions to Bidders - Item I
- (b) Bidder's Proposal - Item II
- (c) Notice of Award - Item III
- (d) Contract - Item IV
- (e) General Conditions - Item V
- (f) Model - Special Bid Conditions - Item VI
(for hometown or imposed plan areas)
- (g) Rural Utilities Service Supplemental General Conditions.
- (h) Plans prepared by _____,
numbered _____ through _____, and dated
_____, _____.
- (i) Specifications prepared or issued by _____,
dated _____, _____.

5. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions and in such amounts as required by the Contract Documents.

6. This contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate, on the date first above written.

OWNER:

By _____
(SEAL) Name _____
Title _____

ATTEST:

Name _____
Title _____

CONTRACTOR:

By _____
Approved as lender or insurer of fund to defray the costs of this contract, and without liability for any payments thereunder, the Rural Utilities Service hereby concurs in the award of this contract to _____
Name _____
Title _____
Employer Identification Number _____

_____.

U. S. Department of Agriculture
Rural Utilities Service

By _____ Title _____

This contract shall not be effective unless and until approved by the State Program Official of the Rural Utilities Service, U. S. Department of Agriculture, or a delegated representative.

ITEM V

GENERAL CONDITIONS

1. The contractor shall furnish and pay the cost, including sales tax and all other applicable taxes and fees, of all the necessary materials and shall furnish and pay for all the superintendence, labor, tools, equipment and transportation and perform all the work required for the construction of all items listed and itemized under the bid schedule of the Bidder's Proposal attached hereto as Item II in strict accordance with the Plans, Specifications and requirements, general conditions and special conditions which are attached hereto and made a part hereof, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.
2. The Owner shall provide the land upon which the work under this contract is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide at the contractor's cost and expense any additional land required.
3. In the event the Owner is dissatisfied with the slow progress or incompetency in the performance of the work in accordance with the schedule for completion of the various aspects of construction, the Owner shall give the Contractor written notice in which the owner shall specify in detail the cause of dissatisfaction. Should the Contractor fail or refuse to remedy the matters complained of within five days after the written notice is received by the Contractor the Owner shall have the right to take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the Owner deems advisable. In such event the Owner shall be entitled to collect from the Contractor any expenses in completing the work.
4. The owner will withhold \$ _____ as liquidated damages from the amount payable to the Contractor for each calendar day that the contractor is in default after the time of completion stipulated in these Contract Documents. It is understood that the amount is approximately equal to the interest and other charges incurred by the Owner.
5. The Contractor guarantees all material and equipment furnished and all work performed for a period of 1 year from the date of substantial completion of the contract. The contractor's guarantees that the facility is free from defects due to faulty materials or workmanship and the contractor shall make the necessary corrections to correct these defects.

6. The contractor should give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as specified in the Contract Documents. If the contractor observes that the Contract Documents are at variation with any laws, ordinances, rules or regulations, the contractor should promptly notify the owner in writing and any necessary changes shall be adjusted through the use of contract change orders.
7. The Contractor agrees to pay all claims for labor, materials, services and supplies and agrees to allow no such charge to be fixed on the property of the Owner.
8. The Contractor agrees to comply with all laws, rules and regulations that apply to related work.
9. The actual performance of work and superintendence shall be performed by the Contractor but the owner shall, at all times, have access to the premises for the purpose of observing or inspecting the work performed by the Contractor.
10. It is fully understood and agreed that none of the requirements of this contract shall be considered as waived unless changes are made in writing and then only by the persons executing this contract upon concurrence of the Rural Utilities Service.
11. The Contractor agrees not to sublet or assign this work without the written consent of the owner.
12. The Contractor shall have full responsibility under these conditions, general provisions, Plans and Specifications for any subcontracts which the Contractor may let.
13. All questions or controversies which may arise between the Contractor and the Owner, under or in reference to this contract, should be resolved, to the fullest extent possible at a meeting between the Contractor, the Owner, and a representative of the RUS. The agreements reached at such meetings shall be carefully documented and become final and binding on all parties concerned. However, should the Owner and Contractor be unable to agree, a board of three arbitrators shall be chosen. One shall be chosen by the Contractor, one shall be chosen by the Owner, and the third shall be selected through mutual agreement by the first two. Should either party neglect or fail to select an arbitrator within ten days, the arbitrator selected by the other party shall have power to decide the dispute in the same manner as though a board of three arbitrators had been selected.

14. The Contractor shall indemnify and save harmless the Owner and the Owner's agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature, and description brought or recovered against them by reasons of any act or omission of the said Contractor, its agents, or employees, in the execution of the work or in guarding the same.

15. Payment. Final payment shall be made to the Contractor when the work is completed and accepted by the owner and the Rural Utilities Service. The total amount of the payment shall be the amount of the contract plus the value of all changes as reflected in approved contract change orders. The entire balance found to be due the Contractor but excepting such sums as may be lawfully retained by the Owner, shall be paid to the Contractor. Such payment shall be conditioned, however, upon the submission by the Contractor of evidence satisfactory to the Owner that all claims for labor, material, and any other outstanding indebtedness in connection with this Contract have been paid.

The Owner will make payments as follows: (Check (X) proper payment clause and effectively cross out all of the clauses not applicable.)

_____ A. ONE LUMP SUM will be made for the whole contract, upon acceptance by the owner and the Rural Utilities Service, of all work required hereunder and compliance by the Contractor with all the terms and conditions of this contract.

_____ B. PARTIAL PAYMENTS NOT TO EXCEED 60 PERCENT of the value of the work in place (less the aggregate of previous payments) will be made at intervals of _____. The value of work in place shall be as estimated by the contractor and approved by the Rural Utilities Service. Prior to receiving any partial payment, the contractor must furnish the owner with a statement showing the total amount owed to date for materials and labor procured under this contract and, if required by the owner or the Rural Utilities Service, must also submit evidence showing that previous partial payments were properly applied and that the current payment will be properly applied. Upon completion of the whole contract and acceptance of the work as required hereunder, by the owner and the Rural Utilities Service, and compliance by the contractor with all terms and conditions of this contract, the amount due the contractor will be paid.

16. Upon completion or termination of the work, the Contractor shall remove from the vicinity of the work all equipment and all temporary structures, waste materials and rubbish resulting from its operations, leaving the premises in a neat and presentable condition. In the event of failure to do so, the same may be done by the Owner at the expense of the Contractor.

ITEM VI

MODEL

SPECIAL BID CONDITIONS

AFFIRMATIVE ACTION REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY

THE FOLLOWING NOTICE SHALL BE INCLUDED IN ALL INVITATIONS AND OTHER SOLICITATIONS FOR BIDS ON (NON -EXEMPT) FEDERAL AND FEDERALLY -ASSISTED CONSTRUCTION CONTRACTS TO BE AWARDED ON THE _____

_____, TO INSURE EQUAL EMPLOYMENT OPPORTUNITY.

NOTICE OF REQUIREMENT

EACH BIDDER, CONTRACTOR OR SUBCONTRACTOR (HEREINAFTER THE CONTRACTOR) MUST FULLY COMPLY WITH THE REQUIREMENTS, TERMS AND CONDITIONS OF THE _____ AFFIRMATIVE ACTION PLAN (HEREINAFTER _____ PLAN) INCLUDING THE GOALS FOR MINORITY MANPOWER UTILIZATION AS TO EACH CONSTRUCTION TRADE IT INTENDS TO USE ON THIS CONSTRUCTION CONTRACT AND ALL OTHER CONSTRUCTION WORK (BOTH FEDERAL AND NONFEDERAL) IN THE _____ AREA DURING THE PERFORMANCE OF THIS CONTRACT OR SUBCONTRACT. THE CONTRACTOR COMMITS ITSELF TO THE GOALS FOR MINORITY MANPOWER UTILIZATION CONTAINED HEREIN AND ALL OTHER REQUIREMENTS, TERMS AND CONDITIONS OF THESE BID CONDITIONS BY SUBMITTING A PROPERLY SIGNED BID.

THE CONTRACTOR WILL APPOINT A COMPANY EXECUTIVE TO ASSUME THE RESPONSIBILITY FOR THE IMPLEMENTATION OF SUCH REQUIREMENTS, TERMS AND CONDITIONS.

PART 1 (GOALS FOR MINORITY UTILIZATION)

A. THE FOLLOWING GOALS FOR MINORITY MANPOWER UTILIZATION SHALL EXPRESS THE CONTRACTOR'S COMMITMENT TO THE PERCENTAGE OF MINORITY WORKHOURS TO BE WORKED IN EACH SPECIFIED CRAFT ON ALL WORK PERFORMED BY THE CONTRACTOR IN THE _____ AREA DURING THE PERFORMANCE OF THIS CONTRACT. "MINORITY" IS DEFINED AS INCLUDING BLACKS, SPANISH-SURNAMED AMERICANS, ORIENTALS, AND AMERICAN INDIANS AND INCLUDES BOTH MINORITY MEN AND WOMEN.

FOR ALL TRADES THE FOLLOWING GOALS AND TIMETABLES SHALL BE APPLICABLE:

	GOALS FOR MINORITY UTILIZATION
UNTIL DECEMBER 31, _____	-
FROM JANUARY 1, _____ to DECEMBER 31, _____	-
FROM JANUARY 1, _____ to DECEMBER 31, _____	-
FROM JANUARY 1, _____ to DECEMBER 31, _____	-
FROM JANUARY 1, _____ to DECEMBER 31, _____	-

B. THE GOALS FOR MINORITY MANPOWER UTILIZATION ABOVE ARE EXPRESSED IN TERMS OF WORKHOURS OF TRAINING AND EMPLOYMENT AS A PROPORTION OF THE TOTAL WORKHOURS TO BE WORKED BY THE CONTRACTOR'S AGGREGATE WORKFORCE IN THAT TRADE ON ALL PROJECTS (BOTH FEDERAL AND NON -FEDERAL) IN THE _____ AREA DURING THE PERFORMANCE OF ITS CONTRACT OR SUBCONTRACT (i.e. THE PERIOD BEGINNING WITH THE FIRST DAY OF WORK ON THE FEDERAL OR FEDERALLY -ASSISTED CONSTRUCTION CONTRACT AND ENDING WITH THE LAST DAY OF WORK) .

C. THE WORKHOURS OF MINORITY WORK MUST BE SUBSTANTIALLY UNIFORM THROUGHOUT THE LENGTH OF THE CONTRACT IN EACH TRADE, AND MINORITIES SHOULD BE EMPLOYED EVENLY ON EACH OF A CONTRACTOR'S PROJECTS. NEVERTHELESS, FAILURE OF A CONTRACTOR TO EMPLOY MINORITIES EVENLY ON EACH OF ITS PROJECTS SHALL NOT CONSTITUTE NONCOMPLIANCE PROVIDED THE PERCENTAGE OF MINORITY WORKHOURS EMPLOYED BY THE CONTRACTOR IN ITS AGGREGATE WORKFORCE IN THE _____ AREA MEETS OR EXCEEDS ITS COMMITMENT TO THE GOALS FOR MINORITY MANPOWER UTILIZATION IN THE _____ PLAN AND THE CONTRACTOR HAS NOT VIOLATED THE EQUAL OPPORTUNITY CLAUSE OF THE CONTRACT IN THE ASSIGNMENT OF MINORITIES TO ITS PROJECTS. THE TRANSFER OF MINORITY EMPLOYEES FROM EMPLOYER -TO-EMPLOYER OR FROM PROJECT -TO-PROJECT FOR THE PURPOSE OF MEETING THE CONTRACTOR'S GOAL SHALL BE A VIOLATION OF THE _____ PLAN. OTHERWISE, THE CONTRACTOR SHALL BE DEEMED TO BE IN COMPLIANCE WITH THE REQUIREMENTS, TERMS, AND CONDITIONS OF THE _____ PLAN IF THE MINORITY MANPOWER UTILIZATION RATE OF THE CONTRACTOR MEETS OR EXCEEDS ITS COMMITMENT TO THE GOALS FOR MINORITY MANPOWER UTILIZATION IN ITS AGGREGATE WORKFORCE, BOTH FEDERALLY INVOLVED AND NON -FEDERAL, WITHIN THE _____ AREA. HOWEVER, IF THE CONTRACTOR HAS DENIED EQUAL EMPLOYMENT OPPORTUNITY IN VIOLATION OF THE EQUAL OPPORTUNITY CLAUSE OF THIS CONTRACT, IT SHALL NOT BE IN COMPLIANCE WITH THE _____ PLAN.

D. IN THE EVENT THAT WORK IS PERFORMED AFTER THE EXPIRATION DATE OF THE _____ PLAN ON A CONSTRUCTION CONTRACT AWARDED PURSUANT TO THE REQUIREMENTS, TERMS AND CONDITIONS OF THE PLAN THE GOALS FOR MINORITY MANPOWER UTILIZATION FOR 1980 SHALL BE APPLICABLE TO SUCH WORK.

E. THE CONTRACTORS COMMITMENT TO GOALS OF MINORITY MANPOWER UTILIZATION IS INTENDED TO MEET ITS AFFIRMATIVE ACTION OBLIGATIONS UNDER EXECUTIVE ORDER 11246, AS AMENDED, AND IS NOT INTENDED AND SHALL NOT BE USED TO DISCRIMINATE AGAINST ANY QUALIFIED APPLICANT OR EMPLOYEE. WHENEVER, IT COMES TO THE CONTRACTOR'S ATTENTION THAT THE GOALS ARE BEING USED IN A DISCRIMINATORY MANNER, IT SHALL IMMEDIATELY REPORT THAT FACT TO THE OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS, EMPLOYMENT STANDARDS ADMINISTRATION, U.S. DEPARTMENT OF LABOR, AND THE COMPLIANCE AGENCY SO THAT APPROPRIATE PROCEEDINGS MAY BE INSTITUTED.

PART II

SPECIFIC AFFIRMATIVE ACTION STEPS (GOOD FAITH EFFORTS)

THE CONTRACTOR SHALL BE DEEMED TO BE IN COMPLIANCE WITH THE REQUIREMENTS, TERMS, AND CONDITIONS OF THE _____ PLAN IF IT MEETS OR EXCEEDS ITS COMMITMENT TO THE GOALS FOR MINORITY MANPOWER UTILIZATION IN ITS AGGREGATE WORKFORCE IN THE _____ AREA FOR EACH TRADE FOR WHICH IT IS COMMITTED TO A GOAL UNDER THE _____ PLAN. THE CONTRACTOR'S COMMITMENT TO THE GOALS FOR MINORITY MANPOWER UTILIZATION AS REQUIRED BY THE _____ PLAN CONSTITUTES A COMMITMENT THAT IT WILL MAKE EVERY GOOD FAITH EFFORT TO MEET SUCH GOALS. NO CONTRACTOR SHALL BE FOUND TO BE IN NON -COMPLIANCE SOLELY ON ACCOUNT OF THE CONTRACTOR'S FAILURE TO MEET ITS GOALS, BUT SHALL BE GIVEN THE OPPORTUNITY TO DEMONSTRATE THAT THE CONTRACTOR HAS INSTITUTED ALL THE SPECIFIC AFFIRMATIVE ACTION STEPS SPECIFIED IN THE _____ PLAN AND MADE EVERY GOOD FAITH EFFORT TO MAKE THESE STEPS WORK TOWARD THE ATTAINMENT OF ITS GOALS WITHIN THE TIMETABLES, ALL TO THE PURPOSE OF EXPANDING MINORITY MANPOWER UTILIZATION IN ITS AGGREGATE WORKFORCE IN THE _____ AREA. CONTRACTORS WHO FAIL TO ACHIEVE THEIR COMMITMENTS TO THE GOALS FOR MINORITY MANPOWER UTILIZATION MUST HAVE ENGAGED IN

AFFIRMATIVE ACTION DIRECTED AT INCREASING MINORITY MANPOWER UTILIZATION, WHICH IS AT LEAST AS EXTENSIVE AS THE FOLLOWING STEPS:

1. SPECIFIC WRITTEN NOTIFICATION OF MINORITY RECRUITMENT SOURCES AND COMMUNITY ORGANIZATION WHEN THE CONTRACTOR OR ITS UNIONS HAVE EMPLOYMENT OPPORTUNITIES AVAILABLE AND MAINTENANCE OF RECORDS REGARDING THE ORGANIZATIONS' RESPONSE.
2. MAINTENANCE OF A FILE OF THE NAMES AND ADDRESSES OF EACH MINORITY WORKER REFERRED BY THE UNION, MINORITY RECRUITMENT SOURCE(S) AND COMMUNITY ORGANIZATION(S) TO THE CONTRACTOR AND WHAT ACTION HAS BEEN TAKEN WITH RESPECT TO EACH SUCH REFERRED WORKER. IF SUCH WORKER WAS NOT EMPLOYED BY THE CONTRACTOR, THE FILE SHOULD DOCUMENT THIS AND THE REASONS THEREFOR.
3. WRITTEN NOTIFICATION TO BOTH THE CONTRACTING AGENCY AND THE OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS WHEN THE UNION OR UNIONS WITH WHOM THE CONTRACTOR HAS A COLLECTIVE BARGAINING AGREEMENT HAS NOT REFERRED TO THE CONTRACTOR A MINORITY WORKER SENT BY THE CONTRACTOR, OR THE CONTRACTOR HAS OTHER INFORMATION THAT THE UNION REFERRAL PROCESS HAS IMPEDED ITS EFFORTS TO MEET ITS GOALS.
4. PARTICIPATION IN TRAINING PROGRAMS IN THE AREA, INCLUDING APPRENTICESHIP, TRAINEE, AND JOURNEYMEN UPGRADING PROGRAMS, ESPECIALLY THOSE FUNDED BY THE DEPARTMENT OF LABOR.
5. DISSEMINATION OF THE CONTRACTOR'S OR UNION'S EEO POLICY BY INCLUDING IT IN ANY POLICY MANUAL AND COLLECTIVE BARGAINING AGREEMENT(S); BY PUBLICIZING IT IN THE COMPANY OR UNION

NEWSPAPER, ANNUAL REPORT, ETC.; BY POSTING OF THE POLICY: AND BY SPECIFIC REVIEW OF THE POLICY WITH MINORITY EMPLOYEES AT LEAST ONCE A YEAR.

6. DISSEMINATION OF THE CONTRACTOR'S EEO POLICY EXTERNALLY BY ADVERTISING IN NEWS MEDIA, SPECIFICALLY INCLUDING MINORITY NEWS MEDIA, IF THE CONTRACTOR HAS A NEED TO ADVERTISE; AND BY NOTIFYING AND DISCUSSING IT WITH OTHER CONTRACTORS, AND SUBCONTRACTORS WITH WHOM THE CONTRACTOR DOES OR ANTICIPATES DOING BUSINESS.

7. ENCOURAGE PRESENT MINORITY EMPLOYEES TO RECRUIT THEIR FRIENDS AND RELATIVES.

8. VALIDATION OF ALL TESTS AND OTHER SELECTION REQUIREMENTS AS REQUIRED BY THE TESTING AND SELECTION ORDER (41 CFR PART 60-3).

9. MAKING EVERY EFFORT TO PROVIDE AFTER SCHOOL, SUMMER AND VACATION EMPLOYMENT TO MINORITY YOUTH - BOTH ON THE JOB SITE AND IN OTHER AREAS OF A CONTRACTOR'S WORKFORCE.

10. CONDUCT INVENTORY AND EVALUATION OF ALL MINORITY PERSONNEL FOR PROMOTIONAL OPPORTUNITIES ON A QUARTERLY BASIS AND ENCOURAGE MINORITY EMPLOYEES TO SEEK SUCH OPPORTUNITIES.

11. ENSURING THAT SENIORITY PRACTICES, JOB CLASSIFICATIONS, ETC., DO NOT HAVE A DISCRIMINATORY EFFECT.

12. ENSURING THAT ALL FACILITIES AND COMPANY ACTIVITIES ARE NONSEGREGATED.

13. CONTINUAL MONITORING OF ALL PERSONNEL ACTIVITIES TO ENSURE THAT ITS EEO POLICY IS BEING CARRIED OUT.

14. DOCUMENTATION OF SOLICITATION OF BIDS FOR SUBCONTRACTORS FROM AVAILABLE MINORITY SUBCONTRACTORS ENGAGED IN THE TRADES COVERED BY THE _____ PLAN, INCLUDING CIRCULATION TO MINORITY CONTRACTOR ASSOCIATIONS.

THE OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS ASSISTANT REGIONAL ADMINISTRATOR AND THE CONTRACTING AGENCY COMPLIANCE STAFF WILL PROVIDE TECHNICAL ASSISTANCE, UPON REQUEST, PERTAINING TO MINORITY RECRUITMENT SOURCES, COMMUNITY ORGANIZATIONS AND MINORITY NEWS MEDIA.

PART III

ADMINISTRATIVE PROCEDURES FOR ENFORCEMENT

A. THE AGENCY SHALL REVIEW THE CONTRACTOR'S EMPLOYMENT PRACTICES DURING THE PERFORMANCE OF THE CONTRACT. IF THE CONTRACTOR MEETS ITS GOAL(S) OR CAN DEMONSTRATE THAT IT HAS MADE IN GOOD FAITH EVERY EFFORT TO MEET THE GOAL(S) AND IS NOT OTHERWISE VIOLATING THE EQUAL OPPORTUNITY CLAUSE OF THIS CONTRACT OR ANY OTHER FEDERAL EQUAL EMPLOYMENT OPPORTUNITY LAWS OR REGULATIONS, THE CONTRACTOR SHALL BE PRESUMED TO BE IN COMPLIANCE WITH EXECUTIVE ORDER 11246, AS AMENDED, AND THE _____ PLAN. IN THAT EVENT, NO FORMAL SANCTIONS OR PROCEEDINGS LEADING TOWARD SANCTIONS SHALL BE INSTITUTED UNLESS THE AGENCY OTHERWISE DETERMINES THAT THE CONTRACTOR IS NOT PROVIDING EQUAL EMPLOYMENT OPPORTUNITIES.

B. WHERE THE AGENCY FINDS THAT THE CONTRACTOR HAS FAILED TO COMPLY WITH REQUIREMENTS OF EXECUTIVE ORDER 11246, THE IMPLEMENTING REGULATIONS AND THE PLAN, THE AGENCY SHALL TAKE SUCH ACTION AND IMPOSE

SUCH SANCTIONS, WHICH INCLUDE SUSPENSION, TERMINATION, CANCELLATION, AND DEBARMENT, AS MAY BE APPROPRIATE UNDER THE EXECUTIVE ORDER AND ITS REGULATIONS.

C. WHEN THE AGENCY PROCEEDS WITH SUCH FORMAL ACTION, IT HAS THE BURDEN OF PROVIDING THAT THE CONTRACTOR HAS NOT MET THE REQUIREMENTS OF THE _____ PLAN. THE CONTRACTOR'S FAILURE TO MEET ITS GOAL(S) SHALL, HOWEVER, SHIFT TO THE REQUIREMENT TO COME FORWARD WITH EVIDENCE TO SHOW THAT IT HAS MADE EVERY "GOOD FAITH" EFFORT TO MEET SUCH GOALS.

D. THE PENDENCY OF SUCH FORMAL PROCEEDINGS SHALL BE TAKEN INTO CONSIDERATION BY FEDERAL AGENCIES BY DETERMINING WHETHER SUCH CONTRACTOR CAN COMPLY WITH THE REQUIREMENTS OF EXECUTIVE ORDER 11246, AS AMENDED, AND IS THEREFORE, A "RESPONSIBLE PROSPECTIVE CONTRACTOR" WITHIN THE MEANING OF THE FEDERAL PROCUREMENT ACT.

E. IT SHALL BE NO EXCUSE THAT THE UNION WITH WHICH THE CONTRACTOR HAS A COLLECTIVE BARGAINING AGREEMENT PROVIDES FOR THE EXCLUSIVE REFERRAL OF MINORITY EMPLOYEES. DISCRIMINATION IN REFERRAL FOR EMPLOYMENT, EVEN IF PURSUANT TO PROVISIONS OF A COLLECTIVE BARGAINING AGREEMENT, IS PROHIBITED BY THE NATIONAL LABOR RELATIONS ACT, AS AMENDED, AND TITLE VII OF THE CIVIL RIGHTS ACT FOR 1964. IT IS THE POLICY OF THE OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS THAT CONTRACTORS HAVE A RESPONSIBILITY TO PROVIDE EQUAL EMPLOYMENT OPPORTUNITY IF THEY WISH TO PARTICIPATE IN FEDERALLY -INVOLVED CONTRACTS. TO THE EXTENT THEY HAVE DELEGATED THE RESPONSIBILITY FOR SOME OF THEIR EMPLOYMENT PRACTICES TO A LABOR ORGANIZATION AND, AS A RESULT, ARE PREVENTED FROM MEETING THEIR OBLIGATIONS PURSUANT TO EXECUTIVE ORDER 11246, AS AMENDED, SUCH CONTRACTORS

CANNOT BE CONSIDERED TO BE IN COMPLIANCE WITH EXECUTIVE ORDER 11246, AS AMENDED, AND ITS IMPLEMENTING RULES AND REGULATIONS.
CONTRACTOR OBLIGATIONS

A. ALL CONTRACTORS SHALL INCLUDE THE _____ PLAN IN ALL BID INVITATIONS OR OTHER PRE -BID COMMUNICATIONS, WRITTEN OR OTHERWISE, WITH THEIR PROSPECTIVE SUBCONTRACTORS. WHENEVER A CONTRACTOR SUBCONTRACTS A PORTION OF THE WORK IN ANY TRADE COVERED BY THE _____ PLAN IT SHALL INCLUDE THE PLAN IN SUCH SUBCONTRACTS AND EACH SUBCONTRACTOR SHALL BE BOUND BY THE _____ PLAN TO THE FULL EXTENT AS IF IT WERE THE PRIME CONTRACTOR. THE CONTRACTOR SHALL NOT BE ACCOUNTABLE FOR THE FAILURE OF ITS SUBCONTRACTOR TO FULFILL ITS AFFIRMATIVE ACTION COMMITMENTS. HOWEVER, THE PRIME CONTRACTOR SHALL GIVE NOTICE TO THE OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS OF THE DEPARTMENT OF LABOR AND THE CONTRACTING AGENCY OF ANY REFUSAL OR FAILURE OF ANY SUBCONTRACTOR TO FULFILL ITS OBLIGATIONS UNDER THE _____ PLAN. NONCOMPLIANCE WITH THESE REQUIREMENTS BY A SUBCONTRACTOR WILL BE TREATED IN THE SAME MANNER AS SUCH FAILURE BY THE PRIME CONTRACTOR.

B. CONTRACTORS HEREBY AGREE TO REFRAIN FROM ENTERING INTO ANY CONTRACT OR CONTRACT MODIFICATION SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED, WITH A CONTRACTOR DEBARRED FROM, OR WHO IS DETERMINED NOT TO BE A "RESPONSIBLE" BIDDER FOR GOVERNMENT CONTRACTS AND FEDERALLY -ASSISTED CONSTRUCTION CONTRACTS PURSUANT TO THE EXECUTIVE ORDER.

C. THE CONTRACTOR SHALL CARRY OUT SUCH SANCTIONS AND PENALTIES FOR VIOLATION OF THESE BID CONDITIONS AND THE EQUAL OPPORTUNITY CLAUSE INCLUDING

SUSPENSION. TERMINATION AND CANCELLATION OF EXISTING SUBCONTRACTS AND DEBARMENT FROM FUTURE CONTRACTS AS MAY BE IMPOSED OR ORDERED PURSUANT TO EXECUTIVE ORDER 11246, AS AMENDED, AND ITS IMPLEMENTING REGULATIONS BY THE CONTRACTING OR ADMINISTERING AGENCY AND THE OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS. ANY CONTRACTOR WHO FAILS TO CARRY OUT SUCH SANCTIONS AND PENALTIES SHALL ALSO BE DEEMED TO BE IN NONCOMPLIANCE WITH THESE BID CONDITIONS AND EXECUTIVE ORDER 11246, AS AMENDED.

D. NOTHING HEREIN IS INTENDED TO RELIEVE ANY CONTRACTOR DURING THE TERM OF ITS CONTRACT FROM COMPLIANCE WITH EXECUTIVE ORDER 11246, AS AMENDED, AND THE EQUAL OPPORTUNITY CLAUSE OF ITS CONTRACT WITH RESPECT TO MATTERS NOT COVERED IN THE _____ PLAN.

E. CONTRACTORS MUST KEEP SUCH RECORDS AND FILE SUCH REPORTS RELATING TO PROVISIONS OF THE _____ PLAN AS SHALL BE REQUIRED BY THE CONTRACTING OR ADMINISTERING AGENCY OR THE OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS.

OBLIGATIONS OF THE FEDERAL GOVERNMENT

A. NOTHING IN THE _____ PLAN SHALL BE INTERPRETED TO DIMINISH OR RELIEVE THE RESPONSIBILITIES OF THE CONTRACTING AND ADMINISTERING AGENCIES PURSUANT TO EXECUTIVE ORDER 11246, AS AMENDED, WITH RESPECT TO MATTERS NOT COVERED IN THESE BID CONDITIONS.

B. THE PROCEDURES SET FORTH IN THE _____ PLAN SHALL NOT APPLY TO ANY CONTRACT WHEN THE HEAD OF THE AGENCY DETERMINES THAT SUCH CONTRACT IS ESSENTIAL TO THE NATIONAL SECURITY AND THAT ITS AWARD WITHOUT FOLLOWING SUCH PROCEDURE IS NECESSARY TO THE NATIONAL SECURITY. UPON MAKING SUCH A DETERMINATION, THE AGENCY HEAD WILL NOTIFY, IN WRITING, THE DIRECTOR OF THE OFFICE

RUS Bulletin 1780-15
Attachment I

OF FEDERAL CONTRACT COMPLIANCE PROGRAMS WITHIN 30 DAYS.

C. NOTHING IN THE _____ PLAN SHALL BE INTERPRETED TO DIMINISH THE PRESENT CONTRACT COMPLIANCE REVIEW AND COMPLIANT PROGRAMS.

D. REQUESTS FOR EXEMPTIONS FROM THE _____ PLAN MUST BE MADE IN WRITING, WITH JUSTIFICATION, TO THE DIRECTOR, OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS, U.S. DEPARTMENT OF LABOR, WASHINGTON, D.C., 20210, AND SHALL BE FORWARDED THROUGH AND WITH THE ENDORSEMENT OF THE HEAD OF THE CONTRACTING OR ADMINISTERING AGENCY.

SIGNED THIS _____ DAY OF _____.

DIRECTOR, OFFICE OF FEDERAL
Contract Compliance Programs

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