

## CIVIL RIGHTS / NON-DISCRIMINATION FEDERAL PROVISIONS

Subject to the applicability criteria noted, these provisions apply. Failure to comply with the terms of these Civil Rights provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the Purchase Order,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Authority or the FAA.

### 1.0 CIVIL RIGHTS – GENERAL - 49 USC § 47123

A. The Supplier agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

#### B. Duration:

1. This provision binds the Supplier from the solicitation period through the completion of the Purchase Order. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
2. This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods:
  - a. The period during which the property is used by the airport Authority or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. The period during which the airport Authority or any transferee retains ownership or possession of the property.

### 2.0 CIVIL RIGHTS – TITLE VI ASSURANCES

#### A. Compliance with Nondiscrimination Requirements

During the performance of this Purchase Order, the Supplier, for itself, its assignees, and successors in interest (hereinafter referred to as the "Supplier") agrees as follows:

1. **Compliance with Regulations:** The Supplier (hereinafter includes subcontractors and consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Purchase Order.
2. **Non-discrimination:** The Supplier, with regard to the work performed by it during the Purchase Order, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including

procurements of materials and leases of equipment. The Supplier will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Purchase Order covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Supplier for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Supplier of the Supplier's obligations under this Purchase Order and the Acts and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Supplier will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of Supplier is in the exclusive possession of another who fails or refuses to furnish the information, the Supplier will so certify to the Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Supplier's noncompliance with the Nondiscrimination provisions of this Purchase Order, the Authority will impose such Purchase Order sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Supplier under the Purchase Order until the Supplier complies; and/or
  - b. Cancelling, terminating, or suspending a Purchase Order, in whole or in part.
6. **Incorporation of Provisions:** The Supplier will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Supplier will take action with respect to any subcontract or procurement as the Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Supplier becomes involved in, or is threatened with, litigation by a subcontractor or other supplier because of such direction, the Supplier may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, the Supplier may request the United States to enter into the litigation to protect the interests of the United States.
7. **Pertinent Nondiscrimination Statutes and Authorities:** As stated above, during the performance of this Purchase Order, the Supplier, for itself, its assignees, and successors in interest (hereinafter referred to as the "Supplier") agrees that it will not discriminate on the basis of or on the grounds of race, creed, color, national origin, sex, age, or handicap and to comply with the following non-

- discrimination statutes and authorities (“Title VI List of Pertinent Nondiscrimination Statutes and Authorities”); including but not limited to:
- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  - b. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
  - c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - e. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
  - f. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
  - i. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Supplier must take reasonable

steps to ensure that LEP persons have meaningful access to Supplier's programs (70 Fed. Reg. at 74087 to 74100); and

- I. Title IX of the Education Amendments of 1972, as amended, which prohibits Supplier from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- B. Duration: Supplier must comply with this Article during the period during which Federal financial assistance is extended to the Authority, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case this provision obligates the Supplier for the longer of the following periods:
  1. So long as the Airport is used as an Airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the Authority retains ownership or possession of the property.

### 3.0 DISADVANTAGED BUSINESS ENTERPRISE - 49 CFR part 26

- A. Purchase Order Assurance (§ 26.13) - The Supplier shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Purchase Order. The Supplier shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Supplier to carry out these requirements is a material breach of this Purchase Order, which may result in the termination of this Purchase Order or such other remedy, as the recipient deems appropriate.
- B. Prompt Payment (§26.29) - The Supplier agrees to pay each subcontractor under this Purchase Order for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the Supplier receives from Authority. The Supplier agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of the Authority. This clause applies to both DBE and non-DBE subcontractors.
- C. Duration: Supplier must comply with this Article from the solicitation period through the completion of this Purchase Order.

### 4.0 EQUAL OPPORTUNITY CLAUSE AND SPECIFICATIONS - 41 CFR § 60-1.4, Executive Order 11246

- A. During the performance of this Purchase Order, the Supplier agrees as follows:
  1. The Supplier will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Supplier 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 Supplier

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 Supplier will, in all solicitations or advertisements for employees placed by or on behalf of the Supplier, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
  3. The Supplier will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising said labor union or workers' representatives of the Supplier's commitments under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  4. The Supplier will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  5. The Supplier will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its 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 Supplier's 'noncompliance with the nondiscrimination clauses of this Purchase Order or with any of the said rules, regulations, or orders, this Purchase Order may be canceled, terminated, or suspended in whole or in part and the Supplier may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  7. The Supplier will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (6) 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 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Supplier 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 Supplier becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Supplier may request the United States to enter into such litigation to protect the interests of the United States.
- B. Duration: Supplier must comply with this Article from the solicitation period through

the completion of this Purchase Order.

## 5.0 STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

- A. As used in this provision:
1. "Covered area" means the geographical area described in the solicitation from which this Purchase Order resulted;
  2. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
  3. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
  4. "Minority" includes:
    - a. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - b. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
    - c. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - d. American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- B. Whenever the Supplier, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of this Article and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Purchase Order resulted.
- C. If the Supplier is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Suppliers shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Supplier or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other suppliers or subcontractors toward a goal in an approved Plan does not excuse any covered supplier's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

- D. The Supplier shall implement the specific affirmative action standards provided in paragraphs G.1 through G.16 below. The goals set forth in the solicitation from which this Purchase Order resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Supplier should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Supplier is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- E. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Supplier has a collective bargaining agreement to refer either minorities or women shall excuse the Supplier's obligations below, Executive Order 11246 or the regulations promulgated pursuant thereto.
- F. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Supplier during the training period and the Supplier shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
- G. The Supplier shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Supplier's compliance with this shall be based upon its effort to achieve maximum results from its actions. The Supplier shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Supplier's employees are assigned to work. The Supplier, where possible, will assign two or more women to each construction project. The Supplier shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Supplier's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Supplier or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  3. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent

to the union hiring hall for referral and was not referred back to the Supplier by the union or, if referred, not employed by the Supplier, this shall be documented in the file with the reason therefore along with whatever additional actions the Supplier may have taken.

4. Provide immediate written notification to the Director when the union or unions with which the Supplier has a collective bargaining agreement has not referred to the Supplier a minority person or female sent by the Supplier, or when the Supplier has other information that the union referral process has impeded the Supplier's efforts to meet its obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Supplier's employment needs, especially those programs funded or approved by the Department of Labor. The Supplier shall provide notice of these programs to the sources compiled under G.1 above.
6. Disseminate the Supplier's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Supplier in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the Supplier's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the Supplier's EEO policy and affirmative action obligations with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
8. Disseminate the Supplier's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Supplier's EEO policy with other suppliers and subcontractors with whom the Supplier does or anticipates doing business.
9. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Supplier's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Supplier shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.



10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Supplier's workforce.
  11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  13. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Supplier's obligations are being carried out.
  14. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  16. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Supplier's EEO policies and affirmative action obligations.
- H. Suppliers are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (G.1 through G.16). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Supplier is a member and participant, may be asserted as fulfilling any one or more of its obligations under G.1 through G.16 above, provided that the Supplier actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Supplier's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Supplier. The obligation to comply, however, is the Supplier's and failure of such a group to fulfill an obligation shall not be a defense for the Supplier's noncompliance.
- I. A single goal for minorities and a separate single goal for women may have been established. The Supplier, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Supplier has achieved its goals for women generally,) the Supplier may

be in violation of the Executive Order if a specific minority group of women is underutilized.

- J. The Supplier shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- K. The Supplier shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- L. The Supplier shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Supplier who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- M. The Supplier, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Supplier fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- N. The Supplier shall designate a responsible official to monitor all employment related activity to ensure that the Supplier EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- P. Duration: Supplier must comply with this Article from the solicitation period through the completion of the Purchase Order.

#### 6.0 NONSEGREGATED FACILITIES REQUIREMENT - 41 CFR § 60-1.8

- A. Notice to Prospective Federally Assisted Construction Contractors
  - 1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

2. Suppliers receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
  3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.
- B. Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities
1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
  2. Suppliers receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
  3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.
- C. CERTIFICATION OF NONSEGREGATED FACILITIES
- The federally-assisted construction Supplier certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The federally-assisted construction Supplier certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The federally-assisted construction Supplier agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Purchase Order. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction Supplier agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.
- D. Duration: Supplier must comply with this Article from the solicitation period through the completion of the Purchase Order.

## 7.0 TITLE VI SOLICITATION NOTICE

- A. Notice to Bidders: The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to a solicitation, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to the solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## 8.0 NON-DISCRIMINATION/ AFFIRMATIVE ACTION

- A. Supplier assures that, in the performance of its obligations hereunder, it will fully comply with the requirements of 14 CFR Part 152, Subpart E – Nondiscrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Supplier, to ensure, inter alia, that no person will be excluded from participating in any employment contracting or leasing activities covered by such regulations on the grounds of race, creed, color, national origin, or sex. Supplier, if required by such regulations, will provide assurances to Authority that Supplier will undertake an affirmative action program or steps for equal employment opportunity and will require the same of its sub-organizations.
- B. Supplier, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration of hereof, does hereby covenant and agree, (1) that no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and (3) that Supplier will fully comply with the requirements of 49 CFR Part 21 (Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964), as amended from time to time.
- C. This Purchase Order may be subject to the requirements of the U.S. Department of Transportation's Regulations, 49 CFR part 23, as amended. Supplier agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any lease, concession agreement, management contract or subcontract, purchase or lease agreement or other agreement covered by 49 CFR part 23 as amended. Supplier agrees to include the above statements in any subsequent lease, concession agreements or other agreement covered by 49 CFR part 23, that it enters and cause those businesses to similarly include the statements in further agreements.
- D. In the event of breach of any of the above nondiscrimination covenants pursuant to Part 21 of the Regulations of the Office of the Secretary of Transportation, as amended, Authority will have the right to terminate the Purchase Order and to re-

enter as if said Purchase Order had never been made or issued. The provision will not be effective until the procedures of Title 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.

- E. Duration: Supplier must comply with this Article from the solicitation period through the completion of the Purchase Order.

#### 9.0 CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

If the Airport Improvement Program requirements apply:

- A. The Supplier for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Supplier will use the premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities as identified above.
- B. Duration: Supplier must comply with this Article from the solicitation period through the completion of the Purchase Order.