

Statement for Purchase Orders to Vendors Where Annual
Orders Exceed \$10,000

AFFIRMATIVE ACTION PROGRAM: The CONTRACTOR herein agrees not to discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, medical condition (cancer related), or physical handicap in the performance of this contract and to comply with the provisions of the State Fair Employment Practices Act as set forth in Part 4.5 of Division 2 of the California Labor Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352 and all amendments thereto; Executive Order 11246, and all administrative rules and regulations issued pursuant to such acts and order. The prime CONTRACTOR shall, as a part of this contract, conform to and shall require such subcontractor to conform to the following requirements if such requirements are found to be applicable to the CONTRACTOR or subcontractor:

A. Transactions of \$10,000 or under:

1. Contracts and subcontracts not exceeding \$10,000 are exempt from requirements of this clause.

2. No CONTRACTOR or subcontractor shall procure supplies and/or services in less than usual quantities to avoid applicability of the Equal Opportunity clause. With respect to contracts and subcontracts for indefinite quantities, this Equal Opportunity clause shall apply unless it is determined by the SUPERINTENDENT that the amount to be ordered in any one year under such contract reasonably will be expected not to exceed \$10,000.

B. Transactions in Excess of \$10,000, but less than \$50,000:

1. Each prime CONTRACTOR shall certify that it has in effect an affirmative action plan and agrees to comply with all state and federal laws and regulations concerning Fair Employment Practices.

2. The CONTRACTOR shall maintain a written copy of its affirmative action plan and will furnish a copy to the SUPERINTENDENT upon request of the SUPERINTENDENT. The SUPERINTENDENT reserves the right during the life of this contract, to require CONTRACTOR to complete an affirmative action compliance report furnished by the SUPERINTENDENT setting forth definite goals and time-tables and indicating progress in meeting the goals.

C. Transactions of \$50,000 or more:

1. Each prime CONTRACTOR who has 50 or more employees and a contract of \$50,000 or more shall develop and submit to the SUPERINTENDENT within 30 days of award a written affirmative action compliance program including definite goals and

timetables with proposed dates of compliance. The prime CONTRACTOR shall make, as a condition of his subcontract, the same requirement of each subcontractor who has 50 or more employees and a subcontract of \$50,000 or more. Each CONTRACTOR shall include in his affirmative action compliance program a complete table of his employees' job classifications. This table must include, but need not be limited to, job titles, duties and rates of pay.

2. For the purpose of determining the number of employees under the preceding paragraph, the average of the CONTRACTOR'S or subcontractor's employees for a twelve-month period immediately prior to award, or the total number of employees CONTRACTOR or subcontractor will have on all job sites when performing this contract, whichever is higher, shall be used.

D. CONTRACTOR agrees that he will permit access to his records of employment, employment advertisement, application forms and other pertinent data and records by the SUPERINTENDENT or his designee and any state or federal agency having jurisdiction for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

E. The SUPERINTENDENT shall have the right to assign an affirmative action representative to monitor the conduct of the CONTRACTOR and subcontractors under this contract. The affirmative action representative shall have the right to enter the construction or manufacturing site for the purpose of obtaining information from persons performing work on the project, providing such inspection shall not in any way interfere with the progress of the work under the contract.

These General Conditions may be modified where the specific terms of a particular grant or program are inconsistent or require additional acts. Any such Special Conditions imposed upon the SUPERINTENDENT as a condition of such grant or program shall be included in the Special Conditions made a part of this contract.