ARTICLE IV. CITY CONSTRUCTION CONTRACTORS' EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT

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18-12 Declaration of policy.

It is the policy of the City of Phoenix that any construction contractor ("contractor") who anticipates establishing a business relationship with the City of Phoenix for contracts of ten thousand dollars or more adheres to a policy of equal employment opportunity to recruit, hire and promote regardless of race, color, religion, sex, national origin, age, or disability; and that all contractors uphold this policy with their subcontractors. CONTRACTORS WHO EMPLOY MORE THAN THIRTY-FIVE PERSONS SHALL ALSO INCLUDE SEXUAL ORIENTATION AND GENDER IDENTITY OR EXPRESSION IN THEIR EQUAL EMPLOYMENT OPPORTUNITY POLICIES.

18-13 Definitions.

IN ADDITION TO THE DEFINITIONS SET FORTH IN 18-3, IN THIS ARTICLE, UNLESS THE CONTEXT OTHERWISE REQUIRES:

~~*Age.* Age discrimination prohibitions shall apply to individuals who are at least forty years of age.~~

Business relationship. Any transaction between the City and one or more competent parties which includes, but is not limited to, bids, proposals, written quotes, contractual agreements or call for qualifications.

Construction contract. For the purposes of this article only, any contract for the construction, rehabilitation, alteration, conversion, demolition, extension or repair of buildings, utility systems, pavements, highways or other improvements to real property.

Contractor. Any person or business entity that contracts with the City of Phoenix (prime or general) to provide construction services.

~~*Department.* The Equal Opportunity Department of the City.~~

~~*Disability.* A physical impairment that substantially restricts or limits an individual's general ability to secure, retain or advance in employment. Disability does~~

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~~not include any impairment caused by current or recent use of alcohol, drugs, controlled substances or chemical substance abuse.~~

~~*Disabled individual.* For the purpose of this article as applicable to employers or employment practices, a disabled individual is a person with a physical impairment who, with reasonable accommodations, is capable of performing the essential functions of the particular job in question within the normal operation of the employer's business in terms of physical requirements, education, skill and experience.~~

~~*Reasonable accommodation.* An accommodation which does not: (1) unduly disrupt or interfere with the employer's normal operations; (2) threaten the health or safety of the disabled individual or others; (3) contradict the business necessity of the employer; (4) impose undue hardship on the employer based on the size of the employees business, the type of business, financial resources of the employer and the estimated cost and expense of the accommodation.~~

Subcontractors. A firm, partnership, corporation or combination thereof having a direct contract with the contractor for all or any portion of the advertised work or who furnishes material worked into a special design according to the plans and specifications for such work, but not those who merely furnish equipment or materials required by the plans and specifications.

18-14 Exemption—Dollar amount.

The requirements of this article do not apply to contracts for less than ten thousand dollars.

18-15 Requirements of contractors.

A. *Required contract language.*

1. The following clause is required to appear in all contracts between the City and prime contractors and contracts between the prime and subcontractors:

   Any contractor in performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The contractor shall ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: Employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training;

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including apprenticeship. The contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract.

2. IF THE PRIME CONTRACTOR EMPLOYS MORE THAN THIRTY-FIVE EMPLOYEES, THE FOLLOWING LANGUAGE SHALL BE INCLUDED AS THE LAST SENTENCE TO THE CLAUSE ABOVE:

   THE CONTRACTOR FURTHER AGREES NOT TO DISCRIMINATE AGAINST ANY WORKER, EMPLOYEE OR APPLICANT, OR ANY MEMBER OF THE PUBLIC, BECAUSE OF SEXUAL ORIENTATION OR GENDER IDENTITY OR EXPRESSION AND SHALL ENSURE THAT APPLICANTS ARE EMPLOYED, AND EMPLOYEES ARE DEALT WITH DURING EMPLOYMENT WITHOUT REGARD TO THEIR SEXUAL ORIENTATION OR GENDER IDENTITY OR EXPRESSION.

B. *Documentation.* Contractors may be required to provide additional documentation to the Department verifying that a nondiscriminatory employment policy is being utilized.

C. *Monitoring.* The Department shall monitor the employment policies and practices of contractors subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if deemed necessary.

D. *Exception federal monies.* In the event the federal government is requiring reporting, outreach, or affirmative action goals to establish or maintain eligibility for federal programs; and failure to adhere to these requirements would result in a loss of federal monies to the City, the federal requirements shall prevail.

18-16 Failure of contractor to comply.

A contractor who fails to comply with the provisions of this Article shall be subject to those sanctions allowed by law including, but not limited to, cancellation, termination, suspension of the contract, or exclusion from bidding on City contracts for a period not to exceed two years.

18-17 Administrative responsibility.

A. *The Equal Opportunity Department.* The Equal Opportunity Department shall be responsible for administering the provisions of this article.

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B. *City Departments.* City departments shall include the requirements of this article as expressed in Section 18-15 in all bids, proposals, written quotes, contractual agreements, or call for qualification.

C. *Federal monies.* In proposals where the federal government is requiring reporting, outreach, or affirmative action goals to establish or maintain eligibility for federal monies, the Equal Opportunity Department will evaluate the required submittal and determine whether the firm is responsive and responsible and, therefore, eligible for City business.

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