

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this 4th day of May 2015 by and between the TOWN OF ALLENSTOWN (hereinafter referred to as the Municipality) and DONNA LANE (hereinafter referred to as the Consultant).

WITNESSETH THAT:

WHEREAS, the Municipality has applied for and received a New Hampshire Community Development Block Grant to undertake the Suncook Boys & Girls Club CDBG Project.

WHEREAS, the Municipality agrees to engage the Consultant to render certain professional services as are described in Attachment A, and

WHEREAS, the Consultant is qualified, and has agreed, to perform such services;

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. EMPLOYMENT OF THE CONSULTANT; SERVICES TO BE RENDERED

The Municipality agrees to engage the Consultant and the Consultant agrees to perform that work and those services identified and more particularly described in ATTACHMENT A and made a part hereof. The said services together with all meetings required hereunder being hereinafter known as "Services."

2. COMMENCEMENT DATE; COMPLETION DATE.

2.1 Commencement Date and Completion Date: Performance of the Services may begin on this agreement date (hereinafter referred to as the "Commencement Date"), and except as otherwise specifically provided for herein, all Services shall be completed in their entirety on or before completion date on the CDFR/Municipality Grant Agreement (hereinafter referred to as the "Completion Date").

2.2 Performance of Services by Consultant Prior to Commencement Date: Notwithstanding the provisions of Section 2.1 above, any Services performed by the Consultant prior to the Commencement Date shall be performed at the sole risk of the Consultant and in the event that this Agreement shall not become effective the Municipality shall be under no obligation to pay the Consultant for any costs incurred in connection with the Services, or to otherwise pay for any Services performed during such period, however, if this Agreement becomes effective, all costs incurred in connection with services authorized by the Municipality and performed prior to the Effective Date shall be paid in accordance with the terms and conditions of this Agreement.

3. Personnel

3.1 Personnel: The Consultant represents that it has, or will secure at its own expense, all professionally qualified personnel required in performing the Services under this Agreement. Such personnel shall not be employees of the Municipality.

3.2 Qualifications of Personnel: All of the Services required hereunder will be performed by the Consultant or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State law to perform such services.

3.3 Subcontracts: None of the work or Services covered by this Agreement shall be further subcontracted without the prior written approval of the Municipality. Any proposed work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

3.4 Restrictions on Personnel: The Consultant shall not hire or employ, nor shall it permit any subcontractor to hire or employ, any elected Municipality officials, Municipality employees, or individuals who have a contractual relationship with the Municipality, to perform any work under this Agreement.

4. TERMINATION FOR CONVENIENCE OF THE MUNICIPALITY

The Municipality shall have the right at any time, for any reason whatever, to interrupt or terminate any part of or any of the work or Services required of the Consultant under this Agreement with a ten (10) day written notice of such interruption or termination transmitted to the Consultant by the Municipality. Interruption of any part of or all of the required work or Services in excess of six months shall be considered a termination. In the event of termination of any part of or all of this Agreement, without fault on the part of the Consultant, the Consultant shall be entitled to a pro-rata compensation for all work performed to the satisfaction of the Municipality, and pursuant to this Agreement. In order that the Consultant shall receive payment under termination notice of any part of the payment under termination notice of any part of the work, all plans, drawings, survey results, tracings, field notes, estimates, specifications, proposals, sketches, diagrams, and calculations, together with all other materials and data collected or prepared in connection with this Agreement shall be first transmitted to the Municipality in a form acceptable to both parties.

5. TERMINATION FOR CAUSE

5.1 Events of Default: Any one or more of the following acts or omissions by the Consultant shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- 5.1.1 failure to perform or complete any of the Services as scheduled or as required by this Agreement;
- 5.1.2 failure to maintain the records required hereunder or to permit access thereto;
- 5.1.3 failure upon the request of the Municipality to reimburse the Municipality for payments used by the Consultant for expenses other than for the provision of the Services;
- 5.1.4 failure in the performance of any of its remaining obligations hereunder or default in any of the other covenants and conditions of this Agreement.

5.2 Termination: Upon the occurrence of any Event of Default, the Municipality shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all program records and all finished or unfinished documents, data, studies, surveys, drawings, maps, and reports prepared by the Consultant shall, at the option of the Municipality, become the Municipality's property and the Consultant shall be entitled to receive compensation, for any work satisfactorily completed hereunder; provided, however, that the amount of such compensation shall be solely determined by the Municipality.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Municipality for damages sustained by the Municipality by virtue of any breach of the Agreement by the Consultant, and the Municipality may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the Municipality from the Consultant is determined.

6. RECORDS AND AUDITS

The Consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement. These records shall be maintained on CDFA's GMS system, thereby accessible for inspection and audit purposes by the Municipality, State of New Hampshire, HUD and/or Comptroller General of the United States, or any of their authorized representatives.

7. DATA

7.1 Data: As used in this Agreement the term "data" shall mean all results, documents, technical information and materials, developed and obtained from, or in connection with, the performance of the Services.

7.2 Retention: Rights in Data: The Consultant shall retain all data in the CDFA's GMS system..

7.3 Proscription Against Copyright: No data, information or other material produced in whole or in part under this Agreement shall be subject to copy right in the United States or any other country.

8. AMENDMENTS

The Municipality may request changes in the Services to be performed hereunder by the Consultant. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Municipality and the Consultant, shall be incorporated in written amendments to this Agreement.

9. ASSIGNABILITY

The Consultant shall not assign any interest on this Agreement, and shall not transfer any interest in the same whether by assignment or novation, without the prior written consent of the Municipality.

10. COMPLIANCE WITH LOCAL LAWS AND REGULATIONS

The Consultant shall comply with all applicable laws, ordinances and codes of the State and Municipality governments, and the Consultant shall hold the Municipality harmless with respect to any damages arising from any tort done in performing any of the work specified by this Agreement.

11. The Consultant shall comply, and require each approved subcontractor to comply, with the following federal laws and all applicable standards, orders, or regulations issued pursuant thereto:

11.1 Equal Employment Opportunity/Affirmative Action Requirements: the Consultant hereby covenants and agrees that during the term of the Agreement it will not discriminate against any employee or applicant for employment because of race, color, religion, creed, age, sex or national origin, and that, in furtherance of the said covenant the Consultant shall:

11.1.1 take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their origin; such action shall be taken in conjunction with employer including, but not limited to: employment of individuals, upgrading, demotion or transfers, recruitment or recruitment advertising; layoffs or terminations; changes in rates of pay or other forms of compensation; selection for training, including apprenticeship, and participation in recreational and educational activities;

11.1.2 post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause; the Consultant will, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, age, sex or national origin;

11.1.3 comply with any and all rules, regulations and guidelines as the State of New Hampshire, HUD or the Department of Labor shall issue to implement these regulations;

11.2 Anti-Kickback Rules: Salaries of all personnel performing work under this Agreement shall be paid unconditionally and not less than once a month without deduction or rebate on any account except only such payroll deductions as are mandated by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934, (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; and 40 U.S.C. and 267 C and U.S.C 874). The Consultant shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to insure compliance by subcontractors with such regulations.

11.3 Civil Rights Act of 1964: Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be activity receiving Federal financial assistance.

11.4 Section 109 of the Housing and Community Development Act of 1974: No person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

11.5 "Section 3" Compliance in the Provision of Training, Employment and Business: Opportunities

- a. The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701(u). Section 3 requires that to the greatest extent

feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- b. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the Municipality, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development under 24 CFR 135. The Consultant will not subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

11.6 Overtime Compensation: All employees performing work under this Agreement shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Act (40 U.S.C. 327-332).

11.7 Architectural Barriers Act: 42 U.S.C. 4151 as amended, prescribed standards for the design and construction of any building or facility intended to be accessible to the public or which may result in the employment of handicapped persons therein.

11.8 Section 504 of the Rehabilitation Act of 1973: as amended, provides that no otherwise qualified handicapped individual shall, solely by reason of his or her handicap, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

11.9 The Age Discrimination Act of 1975: as amended, provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination – on the basis of age – under any program or activity receiving Federal funds.

12. CONFLICT OF INTEREST

12.1 Interest of Municipality Officials and Employees: No member of the governing body of the Municipality, and no other public official, officer, employee, or agent of the Municipality who exercises any functions of responsibilities in connection with the carrying out of the Community Development Block Grant Program activity to which this Agreement pertains, shall have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceed thereof.

12.2 Interest of Certain Federal Officials: No member or delegate to the Congress of the United States, and no Resident Federal Commissioner, shall be admitted to any share or part of the proceeds of this Agreement or to any benefit to arise herefrom.

12.3 Interest of the Consultant and Employees: The Consultant covenants that neither it, nor any of its agents, servants, or employees, presently has any interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed.

13. WAIVER OF BREACH

No waiver by the Municipality of its right to enforce any provisions hereof after any default on the part of this Consultant shall be deemed a waiver of its right to enforce each and all of the provisions hereof upon any further or other default on the part of the Consultant.

14. NOTICE

Any notice by a party hereto, to the other party, shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses as follows:

(a) If to the Municipality:
Shaun Mulholland, Town Administrator
Town of Allenstown
16 School Street
Allenstown, New Hampshire 03275

(b) If to the Consultant:
Donna Lane
60 Ragged Cove Lane
Conway, New Hampshire 03818

15. GENERAL:

All provisions of the Community Development Block Grant Agreement between the Municipality and the Community Development Finance Authority that are applicable to CDBG funded subcontracts, are included herein by reference. Where there are conflicts between the provisions of this Agreement and the Grant Agreement between the Municipality and the Community Development Finance Authority, the provisions of the Grant Agreement shall apply.

16. CONSTRUCTION OF AGREEMENT AND TERMS

This Agreement is to be construed in accordance with the laws of the State of New Hampshire. The headings are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

17. ADDITIONAL CDBG PROVISIONS

“Grantee” means the government to which a grant is awarded and which is accountable for the use of the funds provided. The grantee is the entire legal entity even if only a particular component of the entity is designated in the grant award document.

1. Patents – The Consultant agrees to waive any and all patent rights for items discovered/implemented as a result of this contract.
2. Copyrights – The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal government purposes;
 - a. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and b. Any rights or copyrights to which a grantee, subgrantee, or a contractor purchases ownership with grant support.
3. Federal Equal Opportunity and Non-Discrimination Provisions – See Attachment 15 (included as Attachment B)

THE MUNICIPALITY AND THE CONSULTANT have executed this Agreement as of the date first above written:

MUNICIPALITY: Town of Allenstown: _____

CONSULTANT: Donna Lane: _____

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The foregoing Agreement between the Municipality and the Consultant is approved as to form and substance. (Legal review is at the option of the municipality)

MUNICIPALITY ATTORNEY

By: _____

Date: _____

ATTACHMENT A

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ADMINISTRATION

The administration of, in a satisfactory and proper manner, as determined and as specifically authorized by the Municipality and or Community Development Finance Authority and Community Development Block Grant regulations, that work and those activities in and with respect to the Suncook Boys & Girls Club CDBG Project as identified and more particularly described in Exhibit A of the Community Development Block Grant Agreement (proposed) between Allenstown and the Community Development Finance Authority.

Specific services to include:

- Environmental Review Record,
- Maintenance of records (on CDBG's GMS system), including financial records,
- Preparation of payment requests (claims),
- Coordination of Engineer/Architect services, including contracting,
- Attending meetings,
- Preparation of Code of Ethics and Financial Management Plan for Town approval,
- Labor compliance, including Davison-Bacon Wage Rate requirements,
- Preparation and submission of semi-annual reports to CDFA, quarterly reports to Selectmen,
- Preparation and submission of close-out report,
- Provide auditors with information and respond to any questions,
- Along with any other federal adherence required by the CDBG Grant Agreement.

Proposed Schedule: Given that the CDBG has to go to Governor & Council for approval, and have completed the environmental review prior to the obligation of CDBG funds I expect the project to go out to bid in January-February with construction start-up in Spring 2015 and construction completion by Fall 2015. I assume efforts will be undertaken try to have the facility operational for Summer 2015.

Compensation for Administration of the Project will be Twelve Thousand Seven Hundred Fifty Dollars (\$12,750) lump-sum (no additional expenses) for the complete project. This fee does not include Audit, Advertising, or Legal expenses. Services will be billed, not more often than monthly, and will reflect work performed for that period.

SUNCOOK BOYS & GIRLS CLUB CDBG PROJECT IMPLEMENTATION SCHEDULE

Dec 2014 – Jan 2015 – Environmental Review

Feb/March 2015 - Bid Project

April/May 2015 – Construction Start

Prior to December 2016 – Construction Complete, Project Close-out Project

Federal Equal Opportunity and Non-Discrimination Provisions

During the performance of this contract the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The 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. 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or worker's representatives of the contractors' commitments under section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor 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 contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting 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 contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United State to enter into such litigation to protect the interests of the United States.
- (7) The contractor will include the provisions of paragraphs (1) through (7) 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 contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CDBG Implementation Guide

AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

- (a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (c) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - (c) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment and the rights of applicants and employees.
- (d) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- (e) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees to list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than Program Management the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, at an appropriate local office of the State employment service system wherein the opening occurs.

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order. Including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract during which time these reports and relaxed documentation shall be made available, up request, for examination by any authorized representative of the contracting officer of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

(e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The contractor may advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

(f) The clause does not apply to the listing of employment openings which occur and are filled out side of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(h) As used in this clause: (1) "all employment openings" includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This terms includes full-time employment, temporary employment or more than three days' duration, and part-time employment.

(2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbus, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

(3) "Positions that will be filled from within the contractor's organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.

"Openings which the contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

(i) The contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(k) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment and the rights of applicants and employees.

(l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

(m) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vender. The contractor will take such action with respect to any

subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.