

Chapter 15B Dallas City Code

Equal Employment Opportunity Contract Compliance

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SEC. 15B-1. DEFINITIONS.

In this chapter:

(1) **AFFIRMATIVE ACTION** means the positive steps taken to ensure compliance with the equal employment opportunity clause described in Section [15B-3](#) of this chapter.

(2) **BIDDER** means any person, partnership, corporation, association, or joint venture seeking to be awarded a contract.

(3) **CITY MANAGER** means the city manager of the city of Dallas or the city manager's designated representative.

(4) **CONSTRUCTION CONTRACT** means any public contract for the construction, rehabilitation, alteration, conversion, extension, or repair of city facilities.

(5) **CONTRACTOR** means any person, partnership, corporation, association, or joint venture that has been awarded a contract by the city.

(6) **DISCRIMINATE, DISCRIMINATES, OR DISCRIMINATION** means to distinguish, differentiate, separate, or segregate solely on the basis of race, color, age, religion, marital status, sexual orientation, gender identity and expression, genetic characteristics, national origin, disability, military or veteran status, sex, political opinions or affiliations.

(7) **SEXUAL ORIENTATION** has the meaning assigned to it in Chapter 34 of the Dallas City Code, as amended. (Ord. Nos. 14486; 20989; 24927; [30828](#))

SEC. 15B-2. CONTRACT COMPLIANCE ENFORCEMENT.

The city manager shall be responsible for the administration and enforcement of this chapter. (Ord. Nos. 14486; 20989)

SEC. 15B-3. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE.

All construction contracts entered into by the city involving the expenditure of more than \$10,000 of city funds and all competitively bid contracts for the procurement of goods and services involving an expenditure of more than \$50,000 of city funds must incorporate an equal employment opportunity clause, which reads as follows:

(1) The contractor shall not discriminate against any employee or applicant for employment because of race, color, age, religion, marital status, sexual orientation, gender identity and expression, genetic characteristics, national origin, disability, military or veteran status, sex, political opinions or affiliations. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, age, color, religion, sex, sexual orientation, or national origin. This action shall include, but not be limited to, the following:

- (A) employment, upgrading, demotion, or transfer;
- (B) recruitment or recruitment advertising;
- (C) layoff or termination;
- (D) rates of pay or other forms of compensation; and
- (E) selection for training, including apprenticeship.

(2) The contractor agrees to post in conspicuous places, available to employees and applicants, notices to be provided by the city setting forth the provisions of the nondiscrimination clause described in Subsection (1) of this section.

(3) The contractor shall in all solicitations or advertisements for employees placed by or on behalf of the contractor state that every qualified applicant will receive consideration for employment without regard to race, age, color, religion, sex, sexual orientation, or national origin.

(4) The contractor shall furnish all information and reports required by the city manager and shall permit the city manager to investigate the contractor's payrolls and personnel records that pertain to current contracts with the city for purposes of ascertaining compliance with this equal employment opportunity clause.

(5) The contractor shall file compliance reports with the city as may be required by the city manager. Compliance reports must:

- (A) be filed within the required time period;
- (B) contain information as to the employment practices, policies, programs, and statistics of the contractor; and
- (C) be in the form that the city manager prescribes.

(6) If the contractor fails to comply with this equal employment opportunity clause, it is agreed that the city, at its option, may do either or both of the following:

- (A) Cancel, terminate, or suspend the contract in whole or in part.

(B) Declare the contractor ineligible for further city contracts until the contractor is determined to be in compliance.

(7) Nothing in the equal opportunity clause requires that employee benefits be provided to an employee for the benefit of the employee's domestic partner. (Ord. Nos. 14486; 20989; 24927; [30828](#))

SEC. 15B-4. NOTICE TO BIDDERS.

All notices to prospective bidders published on behalf of the city must include as a part of the contract specifications that each bidder will be required to comply with [Chapter 15B](#), "Equal Employment Opportunity Contract Compliance," of the Dallas City Code, as amended. (Ord. Nos. 14486; 20989)

SEC. 15B-5. CONTRACT DISPOSITION.

(a) If a contractor fails to cooperate in reaching a mutually satisfactory solution to any equal employment problem or to implement a contract compliance agreement previously made, the city manager shall review the case to determine whether:

- (1) further efforts or alternative approaches are desirable; or
- (2) either of the penalties set forth in Section [15B-3\(6\)](#) is appropriate to the case.

(b) If the city manager determines that the contractor has violated or failed to comply with any requirement of the equal employment opportunity clause of the contract, after affording the contractor a reasonable time to correct the situation and where negotiations have been of no avail, the city manager shall make a finding under Subsection (a)(1) or (a)(2) of this section and shall transmit that finding and a recommendation to the city council. (Ord. Nos. 14486; 20989)

SEC. 15B-6. RECOMMENDATION AND HEARING BEFORE CITY COUNCIL.

(a) Upon receiving the recommendation of the city manager, the city council shall, within 30 days, set a hearing to consider the recommendation, at which hearing the contractor will be given an opportunity to be heard. The city council has authority either to find in favor of the contractor, or if the city council determines that the contractor has violated or failed to comply with any requirement of the equal employment opportunity clause of the contract, the city council may do either or both of the following:

- (1) Cancel, terminate, or suspend the contract in whole or in part.
- (2) Declare the contractor ineligible for further city contracts until the contractor is determined to be in compliance.

(b) The decision of the city council is final. (Ord. Nos. 14486; 20989)

SEC. 15B-7. CANCELLATION PROVISIONS.

Each construction contract of more than \$10,000 and each competitively bid contract for the procurement of goods and services of more than \$50,000 must contain provisions governing the terms of cancellation or termination. (Ord. Nos. 14486; 20989)