

(ii) the annual dollar value of the contract and its attendant change orders is less than a threshold established by the Board for the applicable expenditure or use classification; and

(iii) an accountability or reporting system approved by the Board is established to inform the Board of actions taken by the unit under authority granted to the unit.

(2) These regulations are subject to approval by the Joint Committee on Administrative, Executive, and Legislative Review.

(c) The thresholds established for purposes of subsection (b)(1)(ii) of this section shall be sufficiently high to free the Board from direct review of relatively insignificant items while not impairing the strong public policy in favor of direct Board review of items that have a substantial fiscal impact.

PART V. NONDISCRIMINATION REQUIREMENTS.

[13-406.] 11-209. NONDISCRIMINATION REQUIREMENTS.

(a) [A] EVERY STATE PROCUREMENT contract [subject to this Division II of this article may not be awarded to any contractor unless the contract contains] SHALL CONTAIN provisions obligating the contractor not to discriminate in any manner against any employee or applicant for employment because of sex, race, creed, color, or national origin and obligating the contractor to include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the contractor and subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

(b) Failure to include such [a contract provision may render any] PROVISIONS RENDERS THE contract void ab initio at the election of the State, but any party shall be entitled to the reasonable value of [services] WORK performed and materials [supplied] PROVIDED.

(c) [Where the] IF A contractor wilfully fails to comply with the nondiscrimination provisions [the State may, where] AND IF the contract is still executory in part, THE STATE MAY compel continued [performances] PERFORMANCE of the contract, but it shall be liable only for the reasonable value of [services] WORK performed and materials [supplied] PROVIDED from the date that the breach of contract was discovered or should have been discovered[.,]. [and any] ANY sums previously paid by the State under the contract[,] shall be set off against the sums to become due as the contract is performed.

(d) If [the] A subcontractor wilfully fails to comply with the nondiscrimination provisions the contractor may [avoid]