



# State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PROCUREMENT BUREAU  
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PHILIP D. MURPHY  
*Governor*

ELIZABETH MAHER MUOIO  
*State Treasurer*

SHEILA Y. OLIVER  
*Lt. Governor*

MAURICE A. GRIFFIN  
*Acting Director*

## CHANGE ORDER #12 T3009

### BLANKET P.O. No. 40225

**TO:** The New Jersey Board of Public Utilities

**DATE:** October 6, 2021

**FROM:** [REDACTED], Administrative Analyst, Procurement  
Procurement Bureau – Professional Services & Environmental Unit

**SUBJECT:** **Blanket P.O. Amendment – Additional Work SSB- Programs**  
T3009 Program Administration and Management: NJ Clean Energy Program

**BLANKET P.O. PERIOD:** December 1, 2015 to November 30, 2018  
1<sup>st</sup> Extension: December 1, 2018 to November 30, 2019  
2<sup>nd</sup> Extension: December 1, 2019 to November 30, 2020  
**3<sup>rd</sup> Extension: December 1, 2020 to November 30, 2021**

Please be advised that Blanket P.O. No. 40225, currently held by TRC Environmental Corporation, has been amended to provide for the administration of the Small Business Ventilation and Energy Efficiency Verification and Repair Program (SSB-VEEVR or HVAC Program) and the School and Small Business Noncompliant Plumbing Fixture and Appliance Program (SSB-NPFA or Plumbing/Appliance Program).

Price lines 581 through 592 have been added to Blanket P.O. No. 40225 as further described in the attached agreement.

All other terms and conditions shall remain the same.

Please file a copy of this Change Order for future reference.

**CONTRACT AMENDMENT No. 12**

**NEW JERSEY STATE TERM BLANKET P.O. 16-X-23938**

**CONTRACT NO. T3009; BPU Program Administration and Management Services, New Jersey Clean Energy Program**

This Change Order is entered into by and between TRC Environmental Corp, whose address is 41 Spring Street, Suite 102, New Providence, NJ 07974, (the “Contractor”), and the State of New Jersey, Department of the Treasury, Division of Purchase and Property (Division), whose address is 33 West State Street, Trenton, NJ 08625, on behalf of the New Jersey Board of Public Utilities (BPU), Division of Clean Energy (DCE), whose address is 44 South Clinton Avenue, Trenton, NJ 08625-0350 (the Division, BPU, and DCE are collectively referred to as the “State”). This Change Order is intended to amend the above-referenced Blanket P.O. (Agreement) between the Contractor and the State as set forth below:

**WHEREAS**, on November 16, 2015, the State awarded a Master Blanket Purchase Order {Blanket P.O.} to the Contractor for a base term of three (3) years, with the option to extend for an additional three (3) year period, with no single extension exceeding one (1) year, to serve as Program Administrator to manage New Jersey’s Clean Energy Program (NJCEP), a suite of statewide energy efficiency and renewable energy programs that are available to customers in each of service territories of New Jersey’s seven (7) investor-owned natural gas and electric utilities for the BPU in accordance with Section 3 of the Bid Solicitation, which Agreement consists of, pursuant to Section 5.1 of the Bid Solicitation: the Bid Solicitation (No. 16-X-23938), attachments, amendments, and exhibits to the Bid Solicitation, the then-current New Jersey State Standard Terms and Conditions, the Contractor’s proposal, and the Division’s Notice of Award (the “Contract”); and

**WHEREAS**, New Jersey Senate Bill S3995 (2021) establishes a program fund to ensure that school and small business heating, ventilation, and air conditioning (HVAC) systems are upgraded to safely prepare schools and small businesses for operating during the coronavirus 2019 pandemic, to improve the general health and safety of the school and small business environment, and to create jobs across the State, while also funding the upgrading of old, inefficient plumbing fixtures that waste water and energy; and

**WHEREAS**, S3995 passed the New Jersey Assembly and New Jersey Senate on June 24, 2021, and was later signed by Governor Phil Murphy on August 24, 2021, with S3995 now referred to as P.L 2021, c. 200; and

**WHEREAS**, pursuant to Section 5.5 of the New Jersey State Standard Terms and Conditions, the Parties are empowered to amend or alter the Contract in the event of a change in applicable law; and

**WHEREAS**, Section 3 of P.L. 2021, c.200 provides that “for the purpose of expediting [BPU’s] procurement of technical services to administer the [School and Small Business Ventilation and Energy Efficiency Verification and Repair Program] [(]SSBVEEV[)] and the [School and Small Business Noncompliant Plumbing Fixture and Appliance Program] [(]SSBNPFA[)] [...] [BPU] may amend any existing contract with a vendor administering another board energy efficiency program

to assist with the administering of the SSBVEEV and the SSBNPFA Programs until the contract to be awarded pursuant to this section is executed"; and

**WHEREAS**, the Contractor submitted its scope of services on September 29, 2021, which is attached hereto as Attachment 1, and is incorporated by reference; and

**WHEREAS**, the services contained in the Contractor's submitted scope of services will require new Price Lines, attached hereto as Attachment 2, and are incorporated by reference; and

**WHEREAS**, the services contained in the Contractor's submitted scope of services may utilize Federal funding, which will require all New Jersey Vendors {Contractors} to adhere to the provisions set forth in the Rider, attached hereto as Attachment 3, for all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317, which is hereby incorporated by reference; and

**WHEREAS**, in accordance with Section 5.4 of the Bid Solicitation and Section 5.5 of the State Standard Terms and Conditions (SSTC), the parties have agreed to amend the above-referenced Agreement to include the services outlined below in Section 1; and

**NOW THEREFORE**, for good and valuable consideration, the parties to this Agreement state and agree as follows:

1. The Agreement is hereby amended as follows in accordance with the scope of services attached hereto as Attachment 1, and, pursuant to P.L. 2021, c. 200, with a term valid until November 30, 2022, or until award of a new T3009 contract, whichever is earlier.
2. The work shall be performed pursuant to Price Lines 581 to 592, as further detailed in in Attachment 2.
3. The Agreement is hereby amended to include the additional terms required for contracts funded in whole or in part by Federal funds, as follows in accordance with the State of New Jersey Rider for Purchases Funded, in Whole or In Part, By Federal Funds, attached hereto as Attachment 3.
4. Terms and Conditions - The parties agree to be bound by all other requirements, terms, and conditions of the Bid Solicitation, not otherwise modified by this Amendment for the period of the Blanket P.O.
5. Execution of Amendment - The parties hereto agree that this Amendment may be executed in counterpart, each original signed page to become part of the original document.

**IN WITNESS WHEREOF**, authorized representatives of the Vendor and the State have executed this Amendment as of last date signed below (Effective Date).

*Stacy Ho Richardson*

October 6, 2021

\_\_\_\_\_  
Stacy Ho Richardson  
State Contract Manager  
Board of Public Utilities, Division of Clean Energy

\_\_\_\_\_  
Date

*Francis X. Reilly, Jr.*

October 6, 2021

\_\_\_\_\_  
Francis X. Reilly, Jr.  
Senior Vice President  
TRC Environmental Corporation

\_\_\_\_\_  
Date

DocuSigned by:  
*Maurice Griffin*  
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10/6/2021

\_\_\_\_\_  
Maurice Griffin  
Acting Director  
Department of the Treasury,  
Division of Purchase and Property

\_\_\_\_\_  
Date

# **ATTACHMENT 1**



317 George St., Suite 520  
New Brunswick, NJ 08901

T 732.855.0033  
TRCompanies.com

## MEMORANDUM

**TO:** [REDACTED], Director, Division of Clean Energy  
**CC:** [REDACTED], Division of Clean Energy  
**FROM:** TRC  
**DATE:** September 29, 2021 (5<sup>th</sup> Revised)  
**RE:** Proposed Contract Modifications Related to Implementation of P.L. 2021, c.200  
Contract #: 40225; Solicitation #: 16-X-23938

TRC was engaged by the Board of Public Utilities (the Board) to provide Program Administrator services related to New Jersey's Clean Energy Program (NJCEP), Contract No. 40225, dated December 1, 2015. This memorandum is to request that the scope of services related to this contract be expanded to include administration of two new energy efficiency programs described more fully below.

P.L. 2021, c. 200 requires the Board to implement two new programs referred to as the School and Small Business Ventilation and Energy Efficiency Verification and Repair Program (SSB-VEEVR or HVAC program) and the School and Small Business Noncompliant Plumbing Fixture and Appliance Program (SSB-NPFA or Plumbing/Appliance program). The law requires the Board to begin to solicit applications for these programs on or before October 1, 2021, and to approve grant applications by no later than December 1, 2021.

Given the many similarities between the proposed new programs and existing NJCEP energy efficiency programs TRC administers for the Board, and TRC's extensive expertise related to the technical requirements set out in the legislation, Board Staff asked TRC to submit a pricing proposal and request to modify our existing contract with the Board to deliver the two new programs referenced above. The following sets out TRC's proposed contract modifications, including pricing and scopes of work, related to delivering the SSB-VEEVR and SSB-NPFA programs.

### ***Proposed Pricing for New Programs***

TRC developed proposed pricing by multiplying hourly rates for titles included in our existing contract by the estimated number of hours required to complete each task. Our proposed pricing includes the following components:

- A fixed fee for program start-up
- A fixed monthly fee
- Per unit fees for initial and final applications and inspections, differentiated for each of the two new programs

### *Program Start-Up*

TRC will provide the following services targeting the statutory requirement of October 1, 2021 as the date applications will be made available and December 1, 2021 as the date of approval of the first applications:

- Management Oversight: develop grant program requirements based on interpretation of the legislation, senior management oversight of the development of all program components, technical input/support, coordination/meetings/calls with Board Staff to confirm program details
- Program Guidelines/Rules: Develop program guidelines available to potential applicants that spell out in detail program requirements, technical requirements, eligible equipment, eligible entities, pricing guidelines and the rules to participate in the program. TRC will develop a separate Program Guideline for each of the two programs.
- Program Applications: Develop on-line applications for each program.
- Inspection Protocols: Develop inspection forms and protocols to be followed by field inspectors that specify all items that must be inspected.
- Financial management systems: Establish processes and systems to collect funds from the Board and pay grants to applicants including tracking and reporting and integration of financial management systems with IMS.
- IT systems for tracking and reporting: Establish on-line portal for applications in CRM (TRC's application processing system) and integrate with IMS (the Board's program data base/invoice processing/reporting system). Develop reporting templates including any reports required to meet program management, regulatory or federal grant requirements.
- Program communications/web site: Develop all customer communications including acceptance/rejection letters and interim customer communications such as impending deadlines. Establish a page on the NJCEP web site with general program information and links to all program documents.
- Training: Train TRC application processing staff and inspectors on all program requirements
- Administrative support

The following table sets out our proposed fees for Program Start-Up based on the estimated number of hours by title to perform each of the above tasks:

<b>Program Start Up</b>				
<b>Task</b>	<b>Title</b>	<b>Hourly Rate</b>	<b># Hours</b>	<b>Cost</b>
Management Oversight	Executive Manager	\$249.31		
Paul David/Abhijeet Pande			80	\$19,944.80
Mike Ambrosio/Marybeth Brenner			80	\$19,944.80
CA Team Support	Blend PM and Sr. Tech Spec. rates	\$164.44	120	\$19,732.80
Develop Program Guidelines	Project Manager	\$196.27	160	\$31,403.20
	Senior Technical Specialist	\$132.61	100	\$13,261.00
Develop Ops Manual/program rules	Project Manager	\$196.27	160	\$31,403.20
	Senior Technical Specialist	\$132.61	100	\$13,261.00
Develop Program Applications	Senior Technical Specialist	\$132.61	40	\$5,304.40
Develop Inspection Protocols	Senior Technical Specialist	\$132.61	80	\$10,608.80
Establish financial management systems	Senior Technical Specialist	\$132.61	60	\$7,956.60
Establish IT systems for tracking and reporting	IMS Manager	\$159.14	300	\$47,742.00
	IMS Programmer	\$127.31	600	\$76,386.00
Develop program communications/web site	Senior Technical Specialist	\$132.61	120	\$15,913.20
Develop training materials for program applicants	Senior Training Specialist	\$127.31	80	\$10,184.80
Train TRC Staff	Senior Training Specialist	\$127.31	80	\$10,184.80
Administrative support	Administrative Support/Clerical	\$58.35	120	\$7,002.00
	<b>Total</b>			<b>\$340,233.40</b>

### *Fixed Monthly Fee*

TRC proposes the following fixed monthly fee which includes performance of the following tasks:

- Program Management: Program oversight, regular meetings/communications with Board Staff, dispute resolution
- Financial Management: Invoicing, issue and track grant payments, funding reconciliation, audit support
- Reporting: Generate and review for accuracy monthly program management, regulatory and federal reports
- IT Support: maintain and modify as needed IT systems that support the two new programs (CRM and IMS)
- Engineering Support: Support from TRC's national team with expertise in air infiltration, ventilation, COVID protocols and plumbing issues
- Outreach: a minimal level of outreach to support events, prepare web site updates, program updates, presentations, etc.
- Administrative support



The following table sets out our proposed fixed monthly fee based on the estimated number of hours by title to perform each of the above tasks:

<b>Fixed Monthly Fee</b>				
<b>Task</b>	<b>Program Administration</b>	<b>Hourly Rate</b>	<b># Hours/Month</b>	<b>Monthly Fee</b>
Program Management	Executive Manager	\$249.31	8	\$1,994.48
	Project Manager	\$196.27	120	\$23,551.98
Financial management	Senior Technical Specialist	\$132.61	32	\$4,243.52
Reporting	Senior Technical Specialist	\$132.61	24	\$3,182.64
IT Support	IMS Manager	\$159.14	24	\$3,819.36
	IMS Programmer	\$127.31	12	\$1,527.72
Engineering support	Project Manager	\$196.27	40	\$7,850.80
Outreach	Senior Technical Specialist	\$132.61	10	\$1,326.10
Administrative support	Administrative Support/Clerical	\$58.35	40	\$2,334.00
<b>Total</b>				<b>\$49,830.60</b>

*Per Unit Fees*

TRC anticipates that an entity such as a school Board may submit a single application for multiple schools with a different approach to treating each school depending on the type and age of the HVAC system in each school. Therefore, the proposed fees are based on the number of schools or small businesses since each school will need to meet all of the program requirements and TRC will need to assess the proposed scope of work for each school. Our proposed fee is per school, recognizing that a single school like a high school could include several buildings.

TRC is proposing three separate per unit fees for each program including: 1) Initial applications per school or small business) 2) Final applications per school or small business; and, 3) Per inspection performed. TRC is also proposing a separate lower fee for processing an application for appliances only within the Plumbing/Appliance program since these are similar to a simple prescriptive rebate. The following sets out our proposed fee for each of these tasks:

<b>Application Review: HVAC Program</b>					
<b>Task</b>	<b>Title</b>	<b>Hourly Rate</b>	<b># Hours</b>	<b>Per Unit Fee</b>	
Review, approve/reject initial applications	Senior Technical Specialist	\$132.61			
			Per School	8	\$1,060.88
Per Small Business			4	\$530.44	
Review, approve/reject final report for consistency with program rules and request for payment	Senior Technical Specialist	\$132.61			
			Per School	6	\$795.66
			Per Small Business	3	\$397.83
Perform inspection including scheduling, travel, site visit and preparing report per pre or post inspection	Quality Assurance Specialist	\$87.57			
			Per School	8	\$700.56
			Per Small Business	6	\$525.42

<b>Application Review: Plumbing/Appliance Program</b>				
<b>Task</b>	<b>Title</b>	<b>Hourly Rate</b>	<b># Hours</b>	<b>Per Unit Fee</b>
Review, approve/reject initial application (per school or small business)	Senior Technical Specialist	\$132.61	4	\$530.44
Review, approve/reject request for payment and final report for consistency with program rules (per building)	Senior Technical Specialist	\$132.61	3	\$397.83
Process and pay appliance only application	Senior Technical Specialist	\$132.61	2	\$265.22
Perform inspection including scheduling, travel, site visit and preparing report per pre or post inspection	Quality Assurance Specialist	\$87.57	6	\$525.42

Our proposed inspection fee includes scheduling each inspection, travel including mileage, performing the inspection, and preparation of an inspection report.

The following table summarizes TRC's proposed fees:

<b>Summary of TRC's Proposed Fees</b>	
<b>Task</b>	<b>Proposed Fee</b>
Program Start-Up	\$340,233.40
Fixed Monthly Fee	\$49,830.60
Per Unit Fees	
<i>HVAC Program</i>	
Initial Application	
Per School	\$1,060.88
Per Small Business	\$530.44
Final Application	
Per School	\$795.66
Per Small Business	\$397.83
Inspections	
Per School	\$700.56
Per Small Business	\$525.42
<i>Plumbing/Appliance Program</i>	
Initial Application (per school/building)	\$530.44
Final Application (per school/building)	\$397.83
Per Appliance only Application	\$265.22
Per Inspection	\$525.42

The following table summarizes the proposed new contract lines:

<b>Description</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Unit Cost</b>
Program Start -Up including development of program applications, guidelines, QA protocols, IT systems, financial management systems, outreach materials, and training	1	Each	\$340,233.40
Program Administration. Ongoing program design & development; program management & client meetings; participation tracking & reporting; customer service (no site visit required); internal training, and QA/AC management.	1	Month	\$49,830.60
Review, approve/reject initial HVAC applications: schools	1	Per Application	\$1,060.88
Review, approve/reject initial HVAC applications: small businesses	1	Per Application	\$530.44
Review, approve/reject final HVAC applications: schools	1	Per Application	\$795.66
Review, approve/reject final HVAC applications: small businesses	1	Per Application	\$397.83
Perform HVAC inspection including scheduling, travel, site visit and preparing report per pre or post inspection: schools	1	Per Inspection	\$700.56
Perform HVAC inspection including scheduling, travel, site visit and preparing report per pre or post inspection: small businesses	1	Per Inspection	\$525.42
Review, approve/reject initial Plumbing applications: schools, small businesses	1	Per Application	\$530.44
Review, approve/reject final Plumbing applications: schools, small businesses	1	Per Application	\$397.83
Process and pay appliance only applications	1	Per Application	\$265.22
Perform Plumbing inspection including scheduling, travel, site visit and preparing report per pre or post inspection: schools, small businesses	1	Per Inspection	\$525.42

*Proposed Program Incentive Budgets*

The law requires that certain percentages of the budget be allocated to each of the two new programs, to disadvantaged communities, and to schools and small businesses. TRC developed the following incentive budgets for each program component using the allocations set out in the law:

<b>Draft P.L. 2021, c.200 Budget Allocation</b>	
Available Grant Funds	\$180,000,000
Program Allocation: HVAC- 75%, Plumbing 25 %	
<b>HVAC Total</b>	\$135,000,000
75% to underserved communities	\$101,250,000
Schools (75%)	\$75,937,500
Small businesses (25%)	\$25,312,500
25% Others	\$33,750,000
Schools (75%)	\$25,312,500
Small businesses (25%)	\$8,437,500
<b>Plumbing Total</b>	\$45,000,000
75% to underserved communities	\$33,750,000
Schools (75%)	\$25,312,500
Small businesses (25%)	\$8,437,500
25% Others	\$11,250,000
Schools (75%)	\$8,437,500
Small businesses (25%)	\$2,812,500

The following table shows the resultant draft incentives budgets for each program component:

<b>Grant Program Draft Incentive Budget Table</b>		
<b>HVAC Program</b>		
	Underserved Communities	Not In Underserved Communities
Schools	\$75,937,500	\$25,312,500
Small Businesses	\$25,312,500	\$8,437,500
<b>Plumbing/Appliance Program</b>		
	Underserved Communities	Not In Underserved Communities
Schools	\$25,312,500	\$8,437,500
Small Businesses	\$8,437,500	\$2,812,500

**Proposed Contract Modifications**

TRC requests that our contract be modified to include administration of the SSB-VEEVR and SSB-NPFA programs at the fees set out above. TRC looks forward to working closely with Board Staff to deliver this important program in a timely fashion and thanks Staff for providing TRC with the opportunity to do so. TRC is available to discuss our proposal set out above at your convenience. Please let us know if you have any questions or require any additional information regarding this matter.

# **ATTACHMENT 2**

Price line	Description	Quantity	UOM	Unit Cost
581	<b>SSB-VEEVR and SSB-NPFA Program - Program Start -Up: One Time Cost:</b> Firm-Fixed Cost for Program Start-Up including development of program applications, guidelines, QA protocols, IT systems, financial management systems, outreach materials, and training	1	Task	\$ 340,233.40
582	<b>SSB-VEEVR and SSB-NPFA Program - Program Administration:</b> Firm-Fixed Monthly Rate for Program Administration. Ongoing program design & development; program management & client meetings; participation tracking & reporting; customer service (no site visit required); internal training, and QA/AC management.	1	Month	\$ 49,830.60
583	<b>HVAC Program Schools - Firm-Fixed Cost to Review, Approve/Reject</b> Each Intial Application	1	Each	\$ 1,060.88
584	<b>HVAC Program Small Businesses - Firm-Fixed Cost to Review, Each</b> Application Each Initial Application	1	Each	\$ 530.44
585	<b>HVAC Program Schools - Firm-Fixed Cost to Review, Approve/Reject</b> Each Final Application	1	Each	\$ 795.66
586	<b>HVAC Program Small Businesses - Firm-Fixed Cost to Review, Approve/Reject</b> Each Final Application	1	Each	\$ 397.83
587	<b>HVAC Program Schools Inspection - Firm Fixed Cost to Perform Inspection</b> including scheduling, travel, site visit and preparing report per pre or post inspection	1	Each	\$ 700.56
588	<b>HVAC Program Small Businesses Inspection - Firm Fixed Cost to Perform</b> Inspection including scheduling, travel, site visit and preparing report per pre or post inspection	1	Each	\$ 525.42
589	<b>Plumbing and Appliance Program - Schools and Small Businesses - Firm-Fixed Cost to Review, Approve/Reject</b> Each Initial Application	1	Each	\$ 530.44
590	<b>Plumbing and Appliance Program - Schools and Small Businesses - Firm-Fixed Cost to Review, Approve/Reject</b> Each Final Application	1	Each	\$ 397.83
591	<b>Plumbing and Appliances Program -Firm-Fixed Cost to Process and Pay</b> Each Appliance Application	1	Each	\$ 265.22
592	<b>Plumbing Inspection - Schools and Smalll Businesses - Firm-Fixed Cost to</b> Perform Inspection including scheduling, travel, site visit and preparing per pre or post inspection	1	Each	\$ 525.42

# **ATTACHMENT 3**





**STATE OF NEW JERSEY RIDER FOR PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS**  
(REVISED 11/12/2020)

The provisions set forth in this Rider apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

**I. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.**

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

- (1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**II. DOMESTIC PREFERENCE FOR PROCUREMENTS**

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**III. PROCUREMENT OF RECOVERED MATERIALS**

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  2. Meeting contract performance requirements; or
  3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

**IV. EQUAL EMPLOYMENT OPPORTUNITY**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing

regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See 2 CFR Part 200, Appendix II, para. C. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 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, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) 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.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 the administering agency may direct 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 by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may

require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **V. DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED**

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

#### **VI. COPELAND ANTI\_KICK-BACK ACT**

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### **VII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$ 100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid

wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### **VIII. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### **IX. CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED**

Where applicable, Contract and subgrants of amounts in excess of \$150,000, must comply with the following:

##### **Clean Air Act**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

##### **Federal Water Pollution Control Act**

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **X. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **XI. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**XII. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPEMENT**

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- (1) Procure or obtain;
  - (2) Extend or renew a contract to procure or obtain; or
  - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115-232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
    - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.