



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT & CONSTRUCTION
PO Box 034
TRENTON, NEW JERSEY 08625

MIKIE SHERRILL
Governor

AARON BINDER
State Treasurer

THOMAS A. EDENBAUM
Director

DATE: October 6, 2026
TO: All Participating Firms
FROM: Christopher R. Geary, Assistant Deputy Director
Contracts & Procurement Unit
SUBJECT: Addendum "A" dated October 6, 2026
DPMC Project: J0431-00 – Term Contract (TC-011)
Multiple Award Floodplain Mapping Services Term Contract

Enclosed is the above referenced addendum. All competing firms shall acknowledge receipt by returning this form to:

Division of Property Management & Construction
Contracts and Procurement Unit
Attention: Richard Flodmand
P.O. Box 034
Trenton, NJ 08625-0034
Email: richard.flodmand@treas.nj.gov

Date Received

Firm Name

Address

Signature

Title

Addendum "A"

Project: J0431-00

Floodplain Mapping Term Contract (TC-011)

State of New Jersey, Dept. of the Treasury, DPMC

Date: October 6, 2026

This ADDENDUM is issued for the purpose of clarifying and amending certain requirements of the Term Contract RFP (TC-011) and is hereby made part of and incorporated in the Consultant's Term Contract. The Consultant is to consider these matters when preparing their Technical Proposal and Rate Schedule for this Term Contract. Unless specifically noted or specified hereinafter, all work shall comply with the applicable provisions of the Term Contract RFP and General Conditions.

ADDENDUM "A"

REMINDERS:

- **Due Date for technical proposals and required contract documents is October 22, 2026. NO LATER than 2:00 PM.**
- **Refer to the RFP for the electronic delivery requirements and instructions.**

ADMINISTRATIVE ITEMS:

- **ADDITIONAL FORMS**

There were two forms that are referenced in the RFP that were inadvertently excluded from the RFP package. These two forms are attached to this Addendum "A" for the consultant's use in the preparation and submission of their Technical Proposal. These forms are: **Project Key Personnel List and Key Team Member Project Experience Data Sheet (Forms Attached).**

- **WORKPLACE ACCOUNTABILITY IN LABOR LIST (WALL)**

In accordance with N.J.S.A. 34:1A-1.16, any firm whose name appears on the Workplace Accountability in Labor List (WALL) shall be prohibited from contracting with any public body until the liability for violations of State wage, benefit, and tax laws have been resolved. The WALL website can be found at:

<https://www.nj.gov/labor/ea/osec/wall.shtml>

- **AMERICAN WITH DISABILITIES ACT**

State contract language attached.

- **DIANE B. ALLEN EQUAL PAY ACT**

Pursuant to N.J.S.A. 34:11-56.14(a), Any employer, regardless of the location of the employer, who enters into a contract with a public body to provide qualifying services to the public body shall provide a report to the Commissioner of Labor and Workforce Development, in a form issued by

regulation promulgated by the commissioner, of information regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. Data regarding compensation and hours worked by employees shall be reported in the form by pay bands to be established by regulation promulgated by the commissioner. The commissioner may establish a standard presumption for the number of hours worked by a fulltime employee or by a part-time employee for whom an employer does not track actual hours worked. An employer shall provide a report for each establishment of the employer.

Information regarding the Diane B. Allen Equal Pay Act and its requirements may be obtained from the New Jersey Department of Labor and Workforce Development (LWD) web site at:
<https://nj.gov/labor/equalpay/equalpay.html>

LWD forms may be obtained from the online web site at:
https://nj.gov/labor/forms_pdfs/equalpayact/MW-562withoutfein.pdf

- **EMPLOYEE MISCLASSIFICATION**

In accordance with [Governor Murphy's Executive Order #25](#) and the [Task Force's July 2019 Report](#), employers are required to properly classify their employees. Workers are presumed to be employees and not independent contractors, unless the employer can demonstrate all three factors of the "ABC Test" below:

- A. Such individual has been and will continue to be free from control or direction of the performance of such service, but under his or her contract of service and in fact; and
- B. Such service is either outside the usual course of business for which such service is performed, or that such service is performed outside of all places of business of the enterprise for which such service is performed; and
- C. Such individual is customarily engaged in an independently established trade, occupation, profession or business.

These factors have been adopted by New Jersey under its Wage & Hour, Wage Payment and Unemployment Insurance Laws to determine whether a worker is properly classified. Under N.J.S.A. 34:1A-1.17 – 1.19, the Department of Labor and Workforce Development has the authority to investigate potential violations of these laws and issue penalties and stop work orders to employers found to be in violation of the laws.

- **PROVISIONS FOR FEDERALLY FUNDED CONTRACTS**

The Consultant must adhere to the following Federal Contracting Provisions if this Agreement is funded, in whole or in part, by Federal Funds, as required by 2 CFR 200.317, as applicable. See attachment.

CONSULTANT QUESTIONS AND RESPONSES:

PS&S:

Q1. Would you be able to provide an estimated level of effort (e.g., the anticipated number of staff and approximate hours per week) to assist in determining the appropriate level of staffing required?

A: The anticipated number of staff and hours per week are dependent on the individual work (task) order. Each work order will have a specific scope of work and schedule. The scope, staff requirement and schedule will vary for each work order. Consequently, an estimated level of effort cannot be provided without a defined scope. However, the consultant should include a proposed organizational chart and staffing plan in their technical proposal (per RFP Section 5.2.1) which shows the firm's project organization with professional and technical personnel and their roles for potential work orders under the Term Contract TC-011 for floodplain mapping activities.

Q2. Is prior work with federal agencies required?

A: Prior work with federal agencies is not required, however prior work and experience with federal agencies including the Federal Emergency Management Agency (FEMA) would be beneficial in performing many of the tasks anticipated under this Term Contract as the Cooperating Technical Partners FEMA - Approved Flood Risk Project Mapping Statement for Fiscal Year 2026 provides a template for Cooperating Technical Partners (including the NJ DEP) to develop Mapping Activity Statements for allowable flood risk projects and the consultant may be tasked with conducting substantial damage determinations of State-owned building structures located within floodplain areas after a Federal disaster declaration.

Princeton Hydro, Colliers Engineering

Q1. We did not find the attachments referenced in the RFP or in the supporting materials included in your email on 9/10. Specifically, we did not see the Project Key Personnel and Key Team Member Project Experience Data Sheet forms. Would you be able to provide those forms or direct me to where we could find those items?

A1. See "Administrative Items" section above. There were two forms that are referenced in the RFP that were inadvertently excluded from the RFP package. These two forms are attached to this Addendum "A" for the consultant's use in the preparation and submission of their Technical Proposal. These forms are: Project Key Personnel List and Key Team Member Project Experience Data Sheet.

Dewberry

Q1. I do not see the following attachments/enclosures in the provided documents. Will these be released via addendum?

- Key Team Member Project Experience Data Sheet
- Project Key Personnel List

A1. See "Administrative Items" section above. There were two forms that are referenced in the RFP that were inadvertently excluded from the RFP package. These two forms are attached to this Addendum "A" for the consultant's use in the preparation and submission of their Technical Proposal. These forms are: Project Key Personnel List and Key Team Member Project Experience Data Sheet.

WSP

Q1. Can you please confirm the required submission structure? Specifically, should the Technical Proposal be submitted as one PDF and the Consultant Affidavit/Term Contract Rate Schedule as a separate PDF, or for the Consultant Affidavit and Contract Rate Schedule be submitted separately, for three total separate files for submission?

A. Per Section 4.1.2 of the RFP document, the Consultant's technical proposal (including all required documentation and forms required by the State) should be submitted in one PDF file and the Consultant Affidavit and the firm's TC-011 Term Contract Rate Schedule should be submitted in a separate PDF file. The PDF file size cannot exceed 20mb.

Q2. Should all supporting documentation required by the State be incorporated within the Technical Proposal PDF, or should any of those documents be submitted as separate attachments in addition to the Consultant Affidavit/Rate Schedule PDF?

A. Yes, all supporting documentation and forms required by the State should be incorporated within the Technical Proposal PDF at the end of your firm's technical proposal response.

Fathom:

Q1. Can an off-the-shelf flood hazard dataset produced outside the US be licensed and used by a US prime as an existing input dataset/reference dataset, notwithstanding the Source Disclosure requirement that contract services be performed in the US?

A1: Yes, such an off-the-shelf program produced outside the US can be used by a US prime consultant to assist in investigating and defining floodplain mapping activities as long as that prime consultant is prequalified by the DPMC as an engineer to perform professional services in the discipline of hydrology and all services performed under the contract by the prime consultant or performed by any subconsultant will be performed within the United States.

• ATTACHMENTS:

1. Project Key Personnel List
2. Key Team Member Project Experience Data Sheet
3. Americans with Disabilities Act State Contract Language
4. Additional Provisions for Federally Funded Contracts

END OF ADDENDUM "A"

KEY TEAM MEMBER PROJECT EXPERIENCE DATA SHEET

NAME

TITLE

FIRM

PROJECT TITLE LOCATION AND TOTAL CONSTRUCTION COST OR FEE	DATE OF RECORD FOR THIS REFERENCED PROJECT	SPECIFIC TYPE OF WORK EXPERIENCE (STUDY, SCHEMATIC, CONSTRUCTION ADMINISTRATION	TEAM MEMBERS SPECIFIC ROLE OR TITLE ON THE REFERENCED PROJECT	DURATION OF TEAM MEMBER'S INVOLVEMENT OF THE REFERENCED PROJECT (IN MONTHS)	% OF TIME DURING DURATION BASED UPON A 40 HOUR WEEK	DATES OF THE TEAM MEMBER'S INVOLVEMENT IN THE REFERENCED PROJECT	CLIENT NAME CONTRACT PERSON AND PHONE NUMBER

* A KEY TEAM MEMBER IS A TECHNICAL OR MANAGEMENT PERSON DEVOTING 20% OR MORE OF THEIR TIME TO ANY PHASE OF THE PROJECT

AMERICANS WITH DISABILITIES ACT

State Contract Language

Equal Opportunity for Individuals with Disabilities

The CONSULTANTS and the STATE do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et, seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the CONSULTANT agrees that the performance shall be in strict compliance with the Act. In the event that the CONSULTANT, its agents, servants, employees or subconsultants violate or are alleged to have violated the Act during the performance of this contract, the CONSULTANT shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The CONSULTANT shall indemnify, protect, and save harmless the STATE, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONSULTANT shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the STATE's grievance procedure, the CONSULTANT agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE, or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONSULTANT shall satisfy and discharge the same at its own expense.

The STATE shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONSULTANT along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the STATE or any of its agents, servants, and employees, the STATE shall expeditiously forward or have forwarded to the CONSULTANT every demand, complaint, notice, summons, pleading, or other process received by the STATE of its representatives.

It is expressly agreed and understood that any approval by the STATE of the services provided by the CONSULTANT pursuant to this contract will not relieve the CONSULTANT of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the STATE pursuant to this paragraph.

It is further agreed and understood that the STATE assumes no obligation to indemnify or save harmless the CONSULTANT, its agents, servants, employees and subconsultants for any claim which may arise out of their performance of this Agreement. Furthermore, the CONSULTANT expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONSULTANT's obligations assumed in this Agreement, nor shall they be construed to relieve the CONSULTANT from any liability, nor preclude the STATE from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Additional Provisions for Federally Funded Contracts

The CONTRACTOR/CONSULTANT must adhere to the following Federal Contracting Provisions as this Agreement is funded, in whole or in part, by Federal funds, as required by 2 CFR 200.317, and 2 CFR 200 App. II, as applicable:

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Where applicable, Contracts in excess of \$150,000, must comply with the following:

Clean Air Act

1. The Contractor or Consultant 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 or Consultant agrees to report each violation to the Division of Property Management and Construction ("DPMC") and understands and agrees that DPMC 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 or Consultant 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 or Consultant 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 or Consultant agrees to report each violation to DPMC, which 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 or Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- (a) Recipients and sub-recipients 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 use 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.

PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the Contractor or Consultant 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 the 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 or Consultant 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 or Consultant 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 or Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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 sub-awards are to be made the Contractor or Consultant 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.

EQUAL EMPLOYMENT OPPORTUNITY

Section 5 of the General Conditions to the Consultant Agreement is deleted and replaced with the following:

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 Consultant or Contractor agrees as follows:

- (1) The Consultant or 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 Consultant or 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 Consultant or 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 Consultant or Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant or 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 Consultant or 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 Consultant or Contractor's legal duty to furnish information.
- (4) The Consultant or 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 Consultant or 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 Consultant or 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 Consultant or 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 Consultant or 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 Consultant or 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 Consultant or 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 Consultant or 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 Consultant or 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 Consultant or 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 Consultant or 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 Consultant or 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 Consultant or 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.

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 CONSULTANT OR 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.

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 USC 3141- 3144, and 3146-3148) and the requirements of 29 CFR pt. 5 as may be applicable. The CONSULTANT OR CONTRACTOR shall comply with 40 USC. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. CONSULTANT OR CONTRACTOR is 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, CONSULTANT OR CONTRACTORS are required to pay wages not less than once a week.

COPELAND ANTI-KICK-BACK ACT

Where applicable, the CONSULTANT OR CONTRACTOR must comply with Copeland "Anti-Kickback" Act (40 USC 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").

1. **CONSULTANT OR CONTRACTOR.** The CONSULTANT OR CONTRACTOR shall comply with 18 USC. § 874, 40 U.S.C § 3145, and the requirements of 29 C.F.R. pl. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.
2. **Subcontracts.** The CONSULTANT OR CONTRACTOR or subcontractors 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 CONSULTANT OR CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. **Breach.** A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as CONSULTANT OR CONTRACTOR and subcontractor as provided in 29 CF R. § 5.12.

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.

DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)_

1. This contract is a covered transaction for purposes of 2 CFR. pt. 180 and 2 CF R. pt. 3000. As such, the Consultant or Contractor is required to verify that none of the Consultant or 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 CF R. § 180 935)
2. The Consultant or Contractor must comply with 2 CFR. 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 Consultant or Contractor did not comply with 2 CFR. 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.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. 40 USC 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 Consultant or 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 Consultant or Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Consultant or 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 Consultant or Contractor or subcontractor under any such contract or any other Federal contract with the same prime Consultant or Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant or Contractor, such sums as may be

determined to be necessary to satisfy any liabilities of such Consultant or 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 Consultant or 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 Consultant or 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.