

SPECIAL PROVISIONS  
(REQUIRED FEMA DISASTER PROVISIONS)  
Updated 02/19/2026

Exhibit B

1. Administrative, Contractual, or Legal Remedies. For all contracts equal to or exceeding the Simplified Acquisition Threshold, set by the Civilian Acquisition Council and the Defense Acquisition Regulations Council pursuant to 48 CFR Part 2 and 41 U.S.C. 1908, Contractor agrees to be bound by the administrative, contractual, or legal remedies set forth in the State of Hawaii, General Conditions (AG-008), which govern contractors' violation or breach of contract terms and appropriate sanctions and penalties.
2. Termination for Cause and for Convenience. For all contracts in excess of \$10,000, Contractor agrees to be bound by the termination for cause and for convenience provisions set forth in the State of Hawaii, General Conditions (AG-008).
3. Equal Employment Opportunity. If this contract is for construction, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, 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." During the performance of this contract, the contractor agrees as follows:
  - A. 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.
  - B. 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.
  - C. 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.
  - D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding,

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a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- E. 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.
  - F. 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 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.
  - G. 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.
  - H. The contractor will include the portion of the sentence immediately preceding paragraph (3) and the provisions of paragraphs (A) through (G) 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.
4. Davis-Bacon Act. If the Davis-Bacon Act, 40 U.S.C. §§ 3141–3148, is applicable to this Contract, the Contractor shall comply with all applicable provisions of the Act and shall pay all laborers and mechanics employed under this Contract wages at rates not less than those contained in the applicable wage determination issued by the U.S. Department of Labor and incorporated into this Contract. Such wages shall be paid not less frequently than once weekly, in accordance with 40 U.S.C. § 3142. The Contractor shall comply with the Copeland “Anti-Kickback” Act, 40 U.S.C. § 3145, and the U.S. Department of Labor regulations at 29 C.F.R. Parts 1, 3, and 5. The Contractor shall not induce, by any means, any person employed in the construction, prosecution, completion, or repair of public work to give up any part of the compensation to which the person is otherwise entitled. All suspected or reported violations of the Davis-Bacon Act or the Copeland Anti-Kickback Act shall be referred to the U.S. Department of Labor, Wage and Hour Division, in accordance with applicable federal requirements. The contractor shall include these labor standards provisions in all subcontracts at any tier and shall be responsible for compliance

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by any subcontractor or lower-tier subcontractor with all applicable Davis-Bacon and Copeland Act requirements.

5. Contract Work Hours and Safety Standards Act. If this contract in excess of \$100,000 and is subject to the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3701–3708, the Contractor shall comply with all applicable provisions of that Act and the U.S. Department of Labor regulations implementing it. Pursuant to 40 U.S.C. § 3702, the Contractor shall compute the wages of every laborer and mechanic employed on the Contract on the basis of a standard workweek of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Clean Air Act and Federal Water Pollution Control Act. Contractor agrees to comply with paragraph 40 (Pollution Control) of the State of Hawaii, General Conditions (AG-008), and all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §§ 7401-7671q, and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251-1387. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. Energy Efficiency. To the extent applicable to this contract, Contractor agrees to comply with all applicable mandatory standards and policies relating to energy efficiency of the State.
8. Excluded Parties List System. Contractor understands and agrees that if Contractor is listed on the government-wide Excluded Parties List System in the System for Award Management at [www.SAM.gov](http://www.SAM.gov) as suspended or debarred, Contractor cannot be awarded this contract.
9. Byrd Anti-Lobbying Amendment. If this Contract is funded in whole or in part with federal funds and exceeds \$100,000, the Contractor shall comply with the requirements of 31 U.S.C. § 1352 and the implementing regulations at 31 C.F.R. Part 21. 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.
10. Recovered and Recycled Materials. To the extent applicable to this contract, Contractor agrees to comply with applicable requirements of 2 C.F.R. § 200.323.

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11. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. To the extent applicable, Contractor agrees to comply with applicable requirements of 2 C.F.R. § 200.216.
12. Domestic Preferences for Procurements. To the extent applicable, Contractor agrees to comply with applicable requirements of 2 C.F.R. § 200.322.