



OKLAHOMA
OFFICE OF JUVENILE AFFAIRS

MODIFICATION
OF
CONTRACT FOR
AMERICAN RESCUE PLAN ACT (ARPA)
STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF)
CFDA: 210270000
WITH
<<CONTRACTOR/SUBGRANTEE>>

RACHEL HOLT, EXECUTIVE DIRECTOR

Attachments:
Non-Collusion Statement
Attachment A - Purchasing Guidelines
Attachment B – Cash Management Principles
Attachment C – Claim Format
Attachment D – Purchase of Real Property
Attachment E – Request for Budget Revision
Attachment F – Bid Packet Summation
Attachment G – Davis-Bacon Local Impact Report
Exhibit A - Grant Application

**STATE OF OKLAHOMA
OFFICE OF JUVENILE AFFAIRS
MODIFICATION
OF
CONTRACT FOR
FOR AMERICAN RESCUE PLAN ACT (ARPA)
STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF)**

This Modification, consisting of two pages and seven attachments, along with the current Contract and any previous amendments, modifications, or renewals thereto, shall become the “Modified Contract” upon effective date of this document. This Modified Contract is made and entered into by and between the Oklahoma Office of Juvenile Affairs (“OJA”), and

<<CONTRACTOR/SUBGRANTEE>>

All other terms and conditions of the current Contract with any amendments or modifications thereto shall remain in full effect with the exception of the items listed below. Headings indicate the area where modifications occur within the Contract. The Modified Contract shall be effective upon execution by both parties.

Modification to ARPA SLFRF Contract:

IV. B. Closing Out of Period Funded:

Contractor shall submit a closeout package no later than sixty (60) days after the final date of the period funded. The closeout package may be accompanied by the final expenditure claim. The closeout package shall contain all bid documents for the contractual expenditures or a summation per contractor/supplier of those expenditures as outlined in Attachment F.

To be an allowable expense, funds must be expended or obligated during the contract period. For services, funds shall be considered obligated only if the services have been rendered as of the final date of the Contract period and payment by Contractor occurs within sixty (60) days of the end of the Contract period. For goods, funds shall be considered obligated only if Contractor has received them prior to the end of the Contract period. Such obligations will be honored by OJA only if payment by Contractor occurs within sixty (60) days of the end of the Contract period.

IV. D. Equipment and Property:

Any purchase of supplies, equipment and/or real property with SLFRF must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D and adhere to Attachment D.

Contractor hereby certifies to OJA as the awarding agency of ARPA SLFRF that Contractor shall use all supplies, equipment, and real property purchased with ARPA SLFRF for the original authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR

200.313, any equipment or real property acquired using SLFRF shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also comply with relevant laws and regulations.

Contractor further certifies that it shall purchase, manage, and dispose of all supplies, equipment, and real property acquired with ARPA SLFRF pursuant to the provisions of 2 CFR 200.311 and 2 CFR 200.313. Contractor certifies it shall retain all records related to real property until seven (7) years after final disposition of the property.

IV. N. Reports, Documentation:

Contractor shall maintain thorough documentation that properly accounts for the expenditure of all project funds. Documentation should justify selection of each vendor and their related expenses. Some specific types and forms of records may be required by OJA, OMES or any other state or federal auditors. All such records and accounts shall be made available on demand to OJA, OMES or any state of federal auditors for inspection and use in carrying out its responsibilities for administration of the funds.

Contractor shall furnish OJA narrative reports, statistical reports, and financial reports related to the elements of the Contract, in the format and at such times as may be required by OJA.

Contractor shall provide fiscal and programmatic oversight regarding this award and make quarterly progress reports to OJA. Progress reports will be completed by quarterly meetings with OJA.

- Attachment A has been revised as attached.
- Attachment B has been revised as attached.
- Attachment C has been revised as attached.
- Attachment D has been added.
- Attachment E has been added.
- Attachment F has been added.
- Attachment G has been added.

Signatures

For the faithful performance of the terms of this Modified Contract, the parties hereto in their capacities as stated, affix their signatures.

OFFICE OF JUVENILE AFFAIRS

<<CONTRACTOR/SUBGRANTEE>>

RACHEL HOLT
EXECUTIVE DIRECTOR

DATE

AUTHORIZED REPRESENTATIVE

PRINT NAME / DATE

Attachment A - Procurement Guidelines for Purchases

Purchases under \$5,000 (Sometimes referred to as Direct Order):

Grantee shall ensure that price is fair and reasonable.

Purchases between \$5,000 and \$10,000 (Sometimes referred to as Phone Solicitation):

Grantee shall solicit price quotes from a minimum of three suppliers based on written specifications. Grantee shall maintain written documentation of supplier responses. If quotations are taken verbally, Grantee shall produce written documentation of supplier responses. If quotations are taken verbally, Grantee shall produce a written account of suppliers' responses. At a minimum, the documentation of such a purchase shall include the following: Clear definition of the deliverable (product or service specifications), delivery date(s), number, name of person supplying responding solicitation, and date of solicitation response. Award shall be made to the lowest and best responsive supplier.

Purchase between \$10,000 and \$100,000 (Sometimes referred to as Written Quotes):

Grantee shall solicit written quotes from at least ten qualified suppliers. A full description of the goods or services shall be included with the request for the quote. At a minimum, the request for quotes shall request the following information: Total cost (net of any shipping charge, handling fee, installation charge, etc.), supplier address, supplier telephone number, name and signature of person supplying the quote, and date of the quotation. Award shall be made to the lowest and best responsive supplier.

Sole Source/Sole Brand Purchases (over \$5,000):

Grantee shall certify that the acquisition is **only** available from a single vendor or manufacturer. This method should rarely be used since there are very few goods or services that are only available from a single source. On all sole source or sole brand purchases, Grantee shall perform a market analysis verifying the sole source/sole brand, and document the specifications or scope of work based on the salient characteristics of the acquisition without reference to a specific brand or vendor.

Professional Services Contracts

1. Allowing contractors that acquires professional services to comply with the provisions of this section.
2. The contractor shall evaluate the performance of the professional services provided pursuant to all professional services contracts exceeding the “fair and reasonable” dollar threshold. The performance evaluation shall indicate the quality of service or work product of the supplier. The contractor shall retain the evaluation in the document file the contractor maintains for the acquisition pursuant to Section 85.39 of this title. If the evaluation indicates deficiencies with the supplier’s work, the contractor shall send a copy of the evaluation to OJA.
3. If the work product of the contract is a report, the contractor shall file the report with OJA
4. A contractor shall administer, monitor, and audit the professional services contract. OJA will require the Contractor to report to OJA the status of an unfinished professional services contract.
5. A professional services contract shall include an audit clause which provides that all items of the supplier that relate to the professional services are subject to examination by the Contractor, OJA, the State Auditor and Inspector and the State Purchasing Director.
6.
 1. If the final product of the professional services contract is a written proposal, report, or study, the professional services contract shall require the supplier to certify that the supplier has not previously provided the Contractor or another entity with a final product that is a substantial duplication of the final product of the proposed contract.
 2. Any Contractor renewing a contract with a supplier shall not be subject to the provisions of paragraph 1 of this subsection.
7.
 1. Contracts for professional services shall provide for payment for services at a uniform rate throughout the duration of the contract if the services throughout the duration of the contract are similar and consistent.
 2. No contractor shall execute a contract for professional services providing for non-uniform payments throughout the duration of the contract without authorization of OJA.

18 OK Stat § 18-803 (2016)

"Professional service" means the personal service rendered by:

- (1) an architect pursuant to a license under Sections 46.1 through 46.41 of Title 59 of the Oklahoma Statutes, and any subsequent laws regulating the practice of architecture,
- (2) a professional engineer pursuant to a license under Sections 475.1 through 475.22a of Title 59 of the Oklahoma Statutes, and any subsequent laws relating to the practice of engineering, or
- (3) a land surveyor pursuant to a license under Sections 475.1 through 475.22a of Title 59 of the Oklahoma Statutes, and any subsequent laws relating to the practice of land surveying;

Pursuant to the Public Competitive Bidding Act of 1974 [61 O.S. §103 (B)],

OJA will be utilizing procurement requirements required of state Agencies. Construction projects under the statutory amount mandated therein, (currently \$100,000) may be awarded to the lowest responsible bidder by receipt of written bids. Public advertising is not required. The procedures and suggestions contained herein are provided for the purpose of assisting Contractors with the solicitation process; providing compliance with sound procurement principles; standardization of the process for all ARPA projects; and increasing efficiency and expediency in the total acquisition process.

Structure of the Acquisition Process. As with any public purchasing procedure, the acquisition is broken down into the following:

- ▶ The Solicitation;
- ▶ The Contract Award; and
- ▶ Contract Management and Close-out.

The Solicitation. The Invitation to Bid may have the following components at a minimum:

- ▶ Solicitation Cover Page
- Subrecipient Solicitation Number (if subrecipient uses tracking numbers);
- Project Name;
- Date and Time Bids Due;
- Method of Response; and
- Contractor Contact Information.
- ▶ Number of days bidder will begin project from time notice to proceed is received;
- Number of days bidder will need to finish the project;
- Base Bid with breakdown of projected hours by rate by job category
- ▶ Contract with Subcontractor (Winning Bidder)
- ▶ Statement of Work (SOW) and/or Technical Specifications and Drawings
- This document briefly discusses special requirements for trade work - mechanical, electrical, plumbing and/or roofing. Include any issues that affect risk management, licenses, compliance with codes, etc. OJA is available for consultation to finalize SOW.

The intent is to execute a clear and fair bidding process as well as clearly defining what it is the Contractor requires.

Contractor sends the Solicitation to prospective vendors as follows:

- After identifying at least three suitable bidders, transmit the Invitation to Bid to the identified bid pool concurrently. In order to avoid bid protests, do not solicit additional bidders after receiving bids. The Invitation to Bid may include provisions for a pre-bid walk through of the project site.

Solicitations may be transmitted to the bidders and responses received back to the Contractor, by mail, fax or email. When using email, set your email client to 'return receipt requested' in order to ensure that the bid request was received by the recipient.

If all of the bids exceed the expected prices, or the bidders cannot perform within the required time frame, the Contractor should evaluate the scope of work, schedule or other proposed requirements and look for modifications that can be made to appropriately adjust the work to the

Contractor's constraints. After notifying the bidders that all bids are rejected, identify additional bidders and/or modify the SOW requirement and re-solicit to both the original and new bidders.

While the bid period is open, it is acceptable to answer questions that the individual bidders may have. The questions should be documented and with the responses sent to all bidders in the form of addenda. If a specific question results in the Contractor's desire to modify the requirements or SOW, an addendum should be sent to all bidders to clarify, change the requirement and extend the bid deadline if necessary.

It is acceptable for the SOW to include Special Provisions that pertain to the Contractor's unique requirements, such as a drug-free workplace, special security requirements, client confidentiality, special work hours or any legal requirements that accompany the funding.

What to do if you cannot find three Bidders: In the event the Contractor cannot obtain three bids, the Contractor must document the efforts and reasons thereof. If a bidder declines to furnish a bid, their "no-bid" statement is acceptable and will count as a response. If only a single bidder furnishes a bid, the Contractor should document that reasonable efforts have been made. Photocopies of business directories showing contractors in that area are helpful, along with a telephone log of calls made and responses from the companies. If the Contractor cannot find any suitable vendors, contact OJA for assistance.

The Contract Award -

Upon receipt of the bids, check each response to ensure that the required information is present and in order. As bids must be compared 'apples-to-apples', it is not acceptable for a bidder to write in their own conditions or propose an alternate scope of work. After tabulating the bids and establishing the lowest responsible bidder, a Requisition package may be sent to OJA to review before contract award.

- ▶ Please include the following items:
- Designate the Vendor (Lowest Responsible Bidder) to receive Award of contract in the Vendor Section.
- Copy of Complete Solicitation, outlined in subparagraph 3 above, with any Addenda;
- Justification for Award if not to Lowest Bidder (how did you determine lowest responsible?);
- Obtain and include the Bidder's Certificates of Insurance (COI);
- If the Bidder is exempt from Worker's Compensation Insurance, they must submit CAP Form D312 Statement of Exemption from The Workers' Compensation Act Affidavit, available on CAP's website. No other form will be accepted;
- A copy of the Bidder's Bid Form;
- Attach copies of the other bid responses; and
- A cover letter with any additional information or special requirements.

Upon receipt, OJA will review the details.

After Contractor has reviewed, ensure the selected bidder can be reasonably justified. If assistance is needed, submit the details to OJA. After justified, Contractor can obtain signatures, Contractor may issue a Notice to Proceed. Copies of the final contract documents should be returned to the OJA and the subcontractor. The subcontractor should not start work until a Notice to Proceed has been issued by Contractor.

Contract Management and Closeout.

► Pre-Construction Conference -

■ It is often beneficial to conduct a pre-work meeting with the contractor to establish a schedule, working hours, points of contact and any special notification requirements, such as advance notice when shutting off water or electrical power.

► Progress Inspections and Payments to the Subcontractor -

The Contractor representative, acting as the Supervisory Official, should review the work progress. This can be periodic or by way of regularly scheduled progress meetings as identified in the pre-construction conference. If the project duration is more than one month, inspections should coincide with the subcontractor's monthly invoice in order to determine if the progress payment is commensurate with the state of completion.

If the Contractor agrees with the Subcontractor's Invoice for Payment, the application should be processed in a timely manner. The Fair Pay for Construction Act requires payment within 30 days for projects that total \$25,000 or more. Retainage is not required for projects under the statutory amount and is generally not required. Any provision for retainage must be stated in the bid solicitation.

► Change Orders -

Occasionally, it will be necessary to process a change order due to unforeseen site conditions or Contractor requested modifications to the work. The Subcontractor should prepare a written proposal for the change. The Contractor should forward to OJA a copy of the completed change order written request along with the updated Purchase Order to receive prior approval of the proposed change; approval is required before proceeding.

For service contracts, additional work using time and material unit pricing can be authorized. If the Contractor needs to increase the contract amount to cover additional work, submit a revised budget for OJA's approval.

Contract Disputes -

When issues such as non-performance or non-compliance arise, it is important to intervene early by communicating with the subcontractor. The Contractor should endeavor to find out what the problem is, and what is required to correct the issue. This information should be documented with a written memorandum to the subcontractor.

If these efforts are unsuccessful or the subcontractor becomes unresponsive, OJA should be contacted for assistance without further delay.

Final Inspection and Closeout -

Prior to making the final payment, the work should be reviewed in the presence of the Subcontractor. Any deficiencies should be noted on a written 'punch list' so the subcontractor knows exactly what needs to be corrected. The final corrections should be verified with a final inspection. At this time, the subcontractor is required to provide any equipment warranties, equipment manuals, shop drawings or other documents that may be required by the Solicitation; and provide a demonstration of any equipment that may be involved in the project. The final pay application is also submitted at this time.

Once the final Invoice is received, the Contractor should process the final invoice and close out the project. Then, submit full details of all bid packets to OJA with the Contractor's final claim or a summation of those details outlined in Attachment F.

Attachment B – Cash Management Principles

CASH MANAGEMENT PRINCIPLES

- A. The timeline spelled out in Contractor’s Exhibit A should provide the anticipated OJA draw schedule that will assist in ensuring OJA has funds on hand to reimburse Contractor upon request of reimbursement claim received.
- B. An Authorized Officer of the Subrecipient may submit a reimbursement claim requesting funding in a format approved by OJA, see Attachment C. Subrecipients should work to minimize the time between the transfer of funds and the expenditure of such funds.
 1. Timing of claims:
 - a. Claims should be submitted on a reimbursement basis
 - b. Claims should only be requested for reimbursement or in rare cases, advancements may be allowed up to 15 days prior to upcoming expenditures. (Advancements will require additional details)
 - c. Funding will be available based upon the approved draw scheduled in Exhibit A if claims coincide with Exhibit A’s approved schedule. If no claims are submitted after OJA makes the Contractor’s first draw according to the Contractor’s approved Exhibit A, additional draws will not be made until funds have been requested by Contractor. Make sure your Draw Schedule in Exhibit A is kept up to date to ensure funds are available for reimbursement when needed.
- C. OJA will review claim and its documentation for compliance with this contract, state and federal laws, rules, and policy. If claim is approved, OJA will request transfer for reimbursement.
 1. Prior to submittal of a reimbursement claim for goods and/or services already expended, Contractor must submit detailed invoices with dates of service or dates goods were received totaling the amount requested.
 - a. Claims requesting reimbursement for contractual work, require a submittal of the ARPA Davis-Bacon Local Impact Report (Attachment G) before that contractor’s first claim can be reimbursed.
 - b. If progress of project does not coincide with work completed based upon invoices, proof of payment and completion of work may be required.
 2. Advance payments will occur in rare circumstances requiring a justification by Contractor of why an advancement is needed. Along with the justification, Contractor is to submit to OJA a timeline of forecasted expenditures and any available detailed documentation for proposed expenditures, including copies of quotes or estimates for service providers, unpaid itemized invoices for proposed purchases, bid packets, Purchase Orders, executed contracts or subaward agreements, or similar documents indicating upcoming receipt of items or services.

3. An advance payment will only be disbursed for a limited time frame of 15 days.
4. After any advanced payment has been made, the next subsequent claim covering that period the advancement occurred MUST provide a reconciliation of that prepayment to actual expenditures by Contractor submitting detailed invoices with dates of service or dates goods were received indicating the actual amount expended, as well as the amount of the advanced payment.
 - a. Any advanced payment overpayment will be deducted from current claim and any underpayment Contractor may request be added to current claim.
 - b. If adequate documentation supporting the actual expenditure of the advanced payment is not provided, current claim received will be reduced by the amount of advanced payment not having sufficient documentation.
 - c. Advanced payments are contingent on the continued compliance of the Subrecipient with all its financial and programmatic compliance and reporting duties. Failures or deficiencies in these activities can result in denial of advanced payments.

Attachment C – Claim Format

OFFICE OF JUVENILE AFFAIRS Request for Payment of Funds

Claim must be submitted to OJA ARPA email address at: ARPA@oja.ok.gov. Full supporting documentation must accompany claim request. First claim for a specific contractor **MUST** have that contractor's ARPA Davis-Bacon Local Impact Report attached.

SECTION I – REQUEST		
1. NAME OF CONTRACTOR	3. CONTRACT AMOUNT	4. AMOUNT REQUESTED
ADDRESS	5. CONTRACT NUMBER	
CITY, STATE & ZIP	6. REQUEST NUMBER	
2. SEND WARRANT TO (IF DIFFERENT FROM CONTRACTOR):	7. PERIOD FUNDS REQUESTED (MM/DD/YY TO MM/DD/YY)	
ADDRESS	8. CONTACT PERSON (NAME AND TITLE)	
CITY, STATE & ZIP	9. CONTACT PERSON (PHONE)	

SECTION II – STATUS OF FUNDS	AMOUNT	FOR OJA USE ONLY
1. Contract Amount	\$	FUND: DEPT: PROG CODE: CFDA: OBJ. CODE: ORDER NO.: INVOICE NO:
2. Amount Received Before Today	\$	
3. Requested in Transit (not yet received)	\$	
4. Advancement Amount of this Request	\$	
5. Reimbursement Amount of this Request	\$	
6. Balance Remaining to Draw (1 minus sum of 2 thru 5)	\$	

SECTION III-	
I certify that this <i>Request for Funds</i> has been prepared in accordance with the terms and conditions of the OJA Contract cited, and that the amount requested is proper for payment to the Contractor or for credit to the account of the Contractor at the Contractor's bank. I also certify that the date reported above is correct. Failure to provide correct figures or to fully complete this form will require the return of this request and will cause a delay in funding.	
_____ Signature of Authorized Official	_____ Date
_____ Print Name of Authorized Official	
_____ Agency Name	
APPROVAL FOR OJA USE ONLY	
_____ OJA Approval / DATE APPROVED	

Attachment D: Purchase of Real Property

POLICY FOR PURCHASE OF REAL PROPERTY

Locate the property that meets your needs. Do a few comparisons and just state why the other available properties do not meet your needs. Prior approval from OMES GMA or OJA is not required if you follow the guidelines below. Once you find the property, enter into your agreement for the property and ensure there is enough time prior to closing to obtain the requirements outlined below in #3-6 and ensure there is a cancellation clause incase those items come back unfavorable for the purchase.

- A. Property purchases need to be justifiable for fair and reasonable. Maintain a file for why that property was selected. If there are other available properties in the area, justify why those properties do not meet your needs.
- B. Ensure the Contract for sale allows the buyer cancellation/termination clauses if required inspections indicate the real property is not appropriate for the intended use.
- C. Purchase Price may allow for a portion to be used as Earnest Money when entering the Contract for Sale
- D. Purchase Price may allow for a portion to be used for closing costs at time of sale
- E. Appraisal should be requested once contract is pending if not already available
- F. ALTA Survey should be requested once contract is pending if not already available
- G. Phase I ESA Should be requested once contract is pending if not already available
- H. Flood assessment or letter/map stating that property is not in a flood zone must be provided if not covered in ALTA Survey
- I. At Closing, the title/deed should have the following at a minimum:
 1. Title should be held in entity's legal name
 2. Deed Should be for a 15-year period and indicate that property was purchased with ARPA SLFRF funds and the property must be used for the original intended purposes or the property will revert to the State of Oklahoma
 3. For rules of disposing after the 15 years, please refer to 2 CFR 200.311 and 2 CFR 200.313
- J. Costs associated with any of the above on a project that falls through due to information contained within the requirements can be claimed as costs of ARPA

Attachment F – Bid Packet Summation

Bid Summations

Please complete for each vendor that worked or sold goods on your ARPA project

Vendor Selected	Purpose	Amount Projected

Please provide details about the vendor:

American owned?

Minority Owned?

Woman Owned?

Small Business?

How many bids were received?

(Please include nonresponsive vendors also)

Was this vendor the lowest price?

If no, please explain why this vendor was justified as the best option:

To the best of my knowledge, the above is a true and accurate reflection of the contract bid process for this award

Printed Name of Individual Completing

Approval Signature

Date

Attachment G: Davis-Bacon Local Impact Report:



Davis-Bacon Act requirements (prevailing wage rates) do not apply to projects funded solely with award funds from the SLFRF program. However, if Davis-Bacon Act requirements are not adhered to, a project employment and local impact report is required.

Project Information

Organization Name:

Click or tap here to enter text.

Project Employment and Impact Report

1. Number of employees of sub-contractors working on the project

Click or tap here to enter text.

2. Number of employees on the project hired directly and hired through a third party

Click or tap here to enter text.

3. The wages and benefits of workers on the project by classification

Job Classification	Hourly Wage	Hourly Benefit
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

4. Are any of the wages at rates less than those prevailing?¹

Yes or No

Project Workforce Continuity Plan

1. Describe how you will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project, including a description of any required professional certifications and/or in-house training.

Click or tap here to enter text.

¹ As determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed. Wage determinations can be found here: <https://sam.gov/content/wage-determinations>

2. Describe how you will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project

Click or tap here to enter text.

3. Describe how you will provide a safe and healthy workplace that avoids delays and costs associated with workplace illness, injuries, and fatalities, including description of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30).

Click or tap here to enter text.

4. Will workers on the project receive wages and benefits that will secure an appropriately skilled workforce in the context of the local and regional labor market?

Yes or No

5. Does the project have a completed project labor agreement?

Yes or No

Other

1. Will the project prioritize local hires?

Yes or No

2. Does the project have a Community Benefit Agreement? Please describe.

Click or tap here to enter text.