
ATTACHMENT B: APPENDIX 1

ARPA ADDENDUM FOR CONTRACTORS

This State of Oklahoma American Rescue Plan Act (“ARPA”) Addendum for Contractors is a Contract Document in connection with the Contract awarded by the State of Oklahoma by and through the Office of Management and Enterprise services. The contract or purchase order to which this addendum is attached is made using federal assistance provided to the Agency by the US Department of Treasury under ARPA, Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021). Supplier (herein “Contractor”) acknowledges that the Agency is a Grantee and Subrecipient.

The following terms and conditions apply to Contractor as a contractor of the State of Oklahoma, as required by ARPA and its implementing regulations and as established by the United States Treasury Department.

- 1. Nature of Transaction.** Contractor acknowledges that this Contract is subject to 2 CFR §§ 200.311 through 200.316 regarding Property standards, 2 CFR §§ 200.317 through 200.327 regarding Procurement standards, and 2 CFR §§ 200.330 through 200.332 regarding subrecipient monitoring and management.
- 2. Information Submitted.** All information, reports, and other documents and data submitted to the State and its representatives in connection with this Agreement were, at the time they were (or will be) furnished, and are, as of the date hereof (or will be as of the date they are furnished), true, correct, and complete in all material respects.
- 3. Competitive Bidding.** All funds received by the Contractor herein are subject to the property standards found in 2 CFR § 200.311 through 2 CFR § 200.316 if applicable, and the procurement standards found in 2 CFR § 200.317 through 2 CFR § 200.327. The Contractor acknowledges and agrees that these funds were to the best of Contractor’s knowledge competitively bid or covered by an exemption as described therein.
- 4. Performance and Financial Monitoring and Reporting.** All or part of the funds used in this transaction are subject to the financial monitoring and reporting requirements found in 2 CFR § 200.328 through 2 CFR § 200.330 regarding oversight and information collection. Contractor acknowledges that Agency, as the recipient of these funds, is obligated to provide oversight and collect information on an internal basis and to be the subject of external oversight and information collection as described in the above-cited regulations.
- 5. Audit Requirements.** The Contractor acknowledges that the ARPA funds used in this transaction are subject to the requirements found in Sections 2 CFR § 200.500 through 2 CFR § 200.520 and that therefore, Agency is subject to audit by Federal and State entities.

- 5.1. The Contractor agrees to provide the State of Oklahoma, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to copy or reproduce, by any means, excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests. All records related to this transaction must be kept for five years after the completion of this contract.
 - 5.2. If applicable, the Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 - 5.3. No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.
- 6. Required Contractor Federal Compliance.** Contractor agrees to comply with the following:
- 6.1. Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Statutes and regulations prohibiting discrimination applicable to this Contract include, without limitation, the following:
 - 6.1.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d, *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - 6.1.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601, *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - 6.1.3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - 6.1.4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101, *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - 6.1.5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101, *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

6.2. Domestic Preference. Contractor should, to the greatest extent practicable under the scope of this Contract, provide 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). The requirements of this section must be included in all future contracts and purchase orders for work or products under this Contract. For purposes of this section:

6.2.1. “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.

6.2.2. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

7. Encouraged Contractor Federal Compliance.

7.1. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

7.2. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

8. Conditional Contractor Federal Compliance.

8.1. If this contract is for \$150,000 or more, the Contractor must comply with 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 (33 U.S.C. §§ 1251-1387), as amended.

8.2. If this contract is for purchases over \$100,000 and laborers or mechanics are used, the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3701-3708, will apply. Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provides that no laborer or mechanic shall 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.*

8.3. If this is a prime construction contract in excess of \$2,000, Supplier must comply with two sets of regulations:

8.3.1. The Davis–Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be 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. In addition, contractors must be required to pay wages not less than once a week. The non–Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency.

8.3.2. 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”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency.

8.4. Minority and Women Business Enterprises. Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). For the purposes of these requirements, a Minority Business Enterprise (“MBE”) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (“WBE”) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

8.4.1. Including qualified WBEs and MBEs on solicitation lists;

8.4.2. Assuring that WBEs and MBEs are solicited whenever they are potential sources;

8.4.3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by WBEs and MBEs;

8.4.4. Where the requirement permits, establishing delivery schedules which will encourage participation by WBEs and MBEs;

8.4.5. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and

8.4.6. If Contractor utilizes any subcontracts in the execution of the Contract, Contractor shall guarantee that subcontractors shall take the affirmative steps in (8.4.1) through (8.4.5) above as well.

8.5. If this contract involves use of designated items, then the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items.

8.5.1. The Contractor does not have to comply with this subsection if such products cannot be acquired:

8.5.1.1. Competitively within a timeframe providing for compliance with the contract performance schedule;

8.5.1.2. Meeting contract performance requirements; or

8.5.1.3. At a reasonable price.

8.5.2. 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>

8.5.3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9. Suspension and Debarment.

9.1. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

9.2. The Contractor must comply with 2 CFR part 180, subpart C and 2 CFR part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

9.3. This certification is a material representation of fact relied upon by the State of Oklahoma. If it is later determined that the contractor did not comply with 2 CFR part 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

9.4. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. If this Contract is for \$100,000 or above, Contractor certifies 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. Contractor shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

Purchases of \$100,000 and above - Contractors must sign the attached certification

This form is required for purchases of \$100,000 and above

**CERTIFICATION REGARDING LOBBYING
Required by 31 CFR Part 21**

The undersigned certifies, to the best of their knowledge and belief, that:

- I.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- II.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- III.** The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subawards, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, Section 1352 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the remedies found in Title 31, Chapter 38 of the U.S. Code applies to this certification and disclosure.

CONTRACTOR SIGNATURE

Signature: _____

Name: _____

Title: _____

Date: _____