ADDENDUM 2 TO
STATE OF OKLAHOMA CONTRACT WITH DELOITTE
RESULTING FROM SOLICITATION NO. 1600000037

This Addendum 2 ("Addendum") is an Amendment to the Contract (as defined below) awarded to Deloitte & Touche LLP in connection with Solicitation No. 1600000037 ("Solicitation") and is effective upon signatures being finalized.

Whereas, the State of Oklahoma by and through the Office of Management and Enterprise Services on behalf of ODOC (State) issued a Solicitation for proposal to provide qualified vendors for providing on site monitoring to ensure the proper expenditure and management of funds. Monitoring will consist of an in depth review of their financial and programmatic compliance of the Community Development Block Grant-disaster Recovery to promote full CDBG compliance with Federal Register Notice (FRN) Vol. 78, No. 241 Dec 16, 2013 and FRN Vol. 79, No. 106 June 3, 2014 as more particularly described in the Solicitation;

Recitals

Whereas, the Solicitation defined “Contract” as consisting of the following documents in the following order of precedence: (i) Any Addendum to the Contract; (ii) Purchase order, as amended by Change Order (if applicable); (iii) the portion of the Solicitation that describe the services to be provided, as amended (if applicable); (iv) Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law; and (v) Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed;

Purpose

Whereas, the Contract is missing required Federal contract provisions and provisions for penalties for nonperformance as per the March 5, 2013 Federal Register Notice, the contract is amended as per this Addendum 2 as follows:

1. The following contract provisions found in Appendix II to 2 CRF 200 are incorporated into the contract by way of this addendum:

(A): Contracts for more than the simplified acquisition threshold currently set at $15,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Counsel and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative,
contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.


(D). Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with 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. The contracts must also include a provision for compliance with the 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 sub-recipient 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.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week 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 purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) 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 sub recipient wish to enter into a contract with a small business firm or nonprofit organization regarding the substituting of parties, assignment or performance of experimental, developmental, or research work under that “funding
agreement." The recipient or subrecipient must comply with the requirement 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.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to 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 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).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p.189) and 12689 (CFR Part 1989 Comp., p. 235), Debarment and Suspension."

The Excluded parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.


2. Liquidated damages: In the event of an abandonment of services by the vendor, the vendor shall pay to the State of Oklahoma at a rate of $500.00 per day of non-service, subject to a maximum of $20,000.00, until said service is again recommenced. Such liquidated damages shall be deemed to be a genuine pre-estimate of the foreseeable damages incurred by the State of Oklahoma due to any such occurrence and shall not be interpreted by vendor or the State of Oklahoma as a penalty.
STATE OF OKLAHOMA

By: Ferris J. Barger
Name: Ferris J. Barger
Title: State Purchasing Director
Date: 10/18/2018

Deloitte & Touche LLP

By: Shawn Kilchrist
Name: Shawn Kilchrist
Title: Managing Director
Date: October 18, 2018