

CONTRACT ADDENDUM

APPLICABLE TO ALL CONTRACTS FUNDED IN WHOLE OR IN PART BY FUNDS
MADE AVAILABLE BY THE AMERICAN RESCUE PLAN ACT OF 2021 (ARPA).

Conflicts of Interest

- A. **Applicability.** Designers, suppliers, and contractors that assist in the development or drafting of specifications, requirements, statements of work, invitation for bids or requests for proposals are excluded from competing for such requirements.
- B. **Violations.** Contractors who violate this policy will result in termination of the contract and may not be eligible for future contract awards.

Contract Requirements Pursuant to Part 200, Appx II

- A. **Equal Employment Opportunity – *for all construction contracts.*** Contractor agrees to comply with all provisions set forth in 41 C.F.R. Part 60-1.4(b), including, but not limited to:

Agrees it will not discriminate against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing or disclosing compensation. Further agree to take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

- B. **Contract Work Hours and Safety Standards Act – *for all contracts in excess of \$100,000 which involve the employment of mechanics or laborers.*** Contractor agrees to comply with the Act (40 USC 3702 and 3704), as supplemented by Department of Labor regulations (29 CFR Part 5). Specially, Contractor agrees that:
 - 1. It will compute of the wages of every mechanic and laborer on the basis of a standard work week of 40 hours.
 - 2. It will compensate all labor excess of the 40-hour work week at rate of not less than one and a half times the basic rate.
 - 3. It will not require mechanics or laborers to work in conditions which are unsanitary, hazardous or dangerous.
- C. **Rights to Inventions Made Under a Contract or Agreement - *for contracts with small businesses or nonprofits for the performance of experimental, developmental or research work.*** To the extent applicable, this contract incorporates by reference the patent rights clause at 37 CFR 401.14.
- D. **Clean Air Act and the Federal Water Pollution Control Act – *for all contracts exceeding \$150,000.*** Contractors agrees 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).

E. Debarment – *applies to all contracts.* Contractor asserts it is not included on either the Ohio or Federal debarred bidder’s list.

F. Byrd Anti-Lobbying Amendment – *for all contracts exceeding \$100,000.* Contractors agrees to file the required certification and therefore:

1. 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.
2. Will 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.
3. Agrees to incorporate this provision into any agreement with subcontractors.

G. Recovered Materials – *for any purchases of items which cost \$10,000 or more during the course of a fiscal year.* Contractors agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, specifically the guidelines set forth in 40 CFR part 247.¹

1. In the performance of this contract, Contractor agrees to make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
2. Contractor agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

H. Domestic Preference – *for all contracts.* Contractor will, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

I. Prohibition on Contracting for Covered Telecommunications Equipment or Services – *for all contracts.* Consistent with Public Law 115-232, Section 889, Contractors understands it is prohibited from obligating or expending 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 uses covered telecommunications

¹ See <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Covered Telecommunications Equipment and Service Under this Provision:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
2. For the purposes 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:
3. Telecommunications or video surveillance services provided by such entities or using such equipment;
 - a. Hytera Communications Corporation;
 - b. Hangzhou Hikvision Digital Technology Company; or
 - c. Dahua Technology Company (or any subsidiary or affiliate of such entities).
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense . . . reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

CONTRACTING AGENCY:

Name: _____ Date: _____