

*****SOME PROVISIONS MAY NOT BE INCLUDED IN THE FINAL VERSION OF THIS DOCUMENT IF DEEMED INAPPLICABLE BY THE COUNTY*****

**APPENDIX C
SEDGWICK COUNTY MANDATORY ARPA CONTRACTUAL PROVISIONS ATTACHMENT**

**If you require accommodation to access this form,
alternate formats are available upon request.**

Contractor's Name: _____

Contractor's UEI Number: _____

Contract Amount: _____

The following certifications and provisions are required and applied when Sedgwick County ("County") expands federal funds for any contract. Accordingly, the parties agree that the following terms and conditions apply to this Agreement between the County and _____ ("Contractor") in all situations where Contractor has been or will be paid with federal funds.

**REQUIRED CONTRACT PROVISIONS FOR COUNTY CONTRACTS UNDER FEDERAL AWARDS
APPENDING II TO 2 CFR PART 200**

A. Any violation or breach of terms of this Agreement on the part of Contractor or Contractor's subcontractors may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the County, including but not limited to debarment as a contractor and a subcontractor.

Contractor agrees _____ *Initials of Authorized Representative of Contractor*

B. The County reserves the right to immediately terminate any agreement in excess of \$10,000 for a breach or default of the agreement by Contractor in the event Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates with in the time specified in the procurement solicitation, contract, and/or purchase order; (2) make any payments owed as related to this agreement; and (3) otherwise perform in accordance with this Agreement and/or the procurement solicitation.

County also reserves the right to terminate this Agreement immediately, with written notices to Contractor, for convenience, if the County believes, in its sole discretion, that it is in the best interest of the County to do so. Contractor will be compensated for work performed and accepted and goods accepted by the County as of the termination date if this Agreement is terminated for convenience of the County.

Contractor agrees _____ *Initials of Authorized Representative of Contractor*

C. During the performance of this Agreement, Contractor agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. 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.
2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of 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.
3. 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 Contractor's legal duty to furnish information.
4. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. 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.
6. 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

pursuant thereto, and will permit access to their 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.

7. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole, or in part, and 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.
8. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) of this section 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. 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 Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor agrees _____ *Initials of Authorized Representative of Contractor*

D. All transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 USC 3141 - 3144 and 3146 - 3148) and the requirements of 29 CFR part 5, as may be applicable. Contractor shall comply with 40 USC 3141 - 3144 and 3146 - 3148 and the 29 CFR part 5 as applicable. Among other requirements that may apply, Contractor must 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, and Contractor must pay wages not less than once a week.

Further, Contractor shall comply with the Copeland "Anti-Kickback" Act (40 USC 3145) and the requirements of 29 CFR Part 3, as applicable. Among other requirements that may apply, Contractor is 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.

Contractor agrees _____ *Initials of Authorized Representative of Contractor*

E. During the performance of this Agreement, Contractor agrees to comply with the Contract Work Hours and Safety Standards Act (40 USC 3701 - 3708) as supplemented by Department of Labor regulations (2 CFR Part 5). This includes, but is not limited to, the following:

1. **Overtime requirements.** Contractor and any subcontractors are required to compute the wages of every mechanic and laborer employed pursuant to this Agreement on the basis of a standard work week of 40 hours. Work in excess of the standard workweek is allowed, 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 workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (E)(1) of this section, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (E)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (E)(1) of this section.
3. **Withholding for unpaid wages and liquidated damages.** The County shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor, under any such contract or any other Federal contract with the same prime contractor or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (E)(2) of this section.
4. **Subcontracts.** Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (E)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (E)(1) through (4) of this section.
5. **Work Conditions.** Contractor or subcontractor shall ensure that any laborer or mechanic employed pursuant to this Agreement is not required to work in surroundings or under working conditions that 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.

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F. As the recipient of a "funding agreement," the County will comply with 37 CFR Part 401 Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements.

Contractor agrees _____ *Initials of Authorized Representative of Contractor*

G. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended (42 USC 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.). Contractor agrees to report each violation to the County, and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Contractor agrees _____ *Initials of Authorized Representative of Contractor*

H. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, 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). 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 subcontractor or other lower tier covered transaction it enters into.

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

Contractor confirms/agrees _____ *Initials of Authorized Representative of Contractor*

I. Contractor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor further certifies:

1. No Federal appropriated funds have been paid or will be paid for on behalf of Contractor 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 the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative

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agreement, or the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

2. 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the contract documents for all covered contracts exceeding \$100,000 in Federal funds at all appropriate tiers and that all subcontractors 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 section 1352, title 31, 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.
4. Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 USC Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure.

Contractor confirms/agrees _____ *Initials of Authorized Representative of Contractor*

J. As required by Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, Contractor shall:

1. Procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 of the value or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.
2. Procure solid waste management services in a manner that maximizes energy and resource recovery.
3. Establish an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Contractor confirms/agrees _____ *Initials of Authorized Representative of Contractor*

K. Contractor will not use Federal funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
2. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes.
3. Telecommunications or video surveillance services provided by such entities or using such equipment.
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In the event Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Contractor is notified of such by a subcontractor at any tier or by any other source, Contractor shall report the following information to the recipient or subrecipient:

1. Within one business day from the date of such identification or notification:
 - a. The contract number;
 - b. the order number(s), if applicable;
 - c. supplier name;
 - d. supplier unique entity identifier (UEI) (if known);
 - e. supplier Commercial and Government Entity (CAGE) code (if known);
 - f. brand;
 - g. model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
 - h. item description; and
 - i. any readily available information about mitigation actions undertaken or recommended.

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2. Within 10 business days of submitting the information above:
 - a. Any further available information about mitigation actions undertaken or recommended;
 - b. A description of the efforts undertaken by Contractor to prevent use or submission of covered telecommunications equipment or services; and
 - c. Any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts and other contractual instruments.

Contractor confirms/agrees _____ *Initials of Authorized Representative of Contractor*

L. As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under a Federal award, 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).

“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.

“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.

Contractor must include these requirements in all subcontracts for work or products under this award.

Contractor confirms/agrees _____ *Initials of Authorized Representative of Contractor*

FEDERAL AWARDING AGENCY REQUIRED PROVISIONS

M. Pursuant to Executive Order 13043, 62 FR 19217 (4/18/97), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.

Contractor confirms/agrees _____ *Initials of Authorized Representative of Contractor*

N. Pursuant to Executive Order 13513, 74 FR 51225 (10/6/09) Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.

Contractor confirms/agrees _____ *Initials of Authorized Representative of Contractor*

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O. Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

Contractor confirms/agrees _____ *Initials of Authorized Representative of Contractor*

Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances. It is further acknowledged that Contractor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Contractor's Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Email Address: _____

Printed Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorize Representative: _____

Date: _____