



SEDGWICK COUNTY, KANSAS  
DIVISION OF FINANCE  
*Purchasing Department*  
525 N. Main, Suite 823 ~ Wichita, KS 67203  
Phone: 316 660-7255 Fax: 316 660-1839  
<http://sedgwickcounty.org/finance/purchasing.asp>

**ADDENDUM #1  
RFB #22-0059  
SEDGWICK COUNTY COURTHOUSE UPPER FLOORS REMODEL**

July 26, 2022

The following is to ensure that vendors have complete information prior to submitting a proposal. Here are some clarifications regarding the proposal for *Sedgwick County Courthouse Upper Floors Remodel* for Project Services.

Questions and/or statements of clarification are in **bold** font, and answers to specific questions are *italicized*.

**THE ORIGINAL BID DOCUMENT HAS BEEN REVISED DUE TO SEVERAL SECTIONS BEING UNINTENTIONALLY OMITTED DURING UPLOAD.**

Firms interested in submitting a *bid*, must respond with complete information and **deliver on or before 1:45 pm CDT, August 23, 2022**. Late *bids* will not be accepted and will not receive consideration for final award.

**“PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE *BID* RESPONSE PAGE.”**

A handwritten signature in cursive script that reads "Lee Barrier".

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Lee Barrier  
Purchasing Agent

LB/ch

# SEDGWICK COUNTY COURTHOUSE UPPER FLOORS REMODEL

## INVITATION FOR BIDS

PROJECT: Sedgwick County Courthouse Upper Floors Remodel  
525 N. Main Street  
Wichita, KS 67203

COUNTY BID NUMBER: 22-0059

### PRE-BID MEETING:

A pre-bid meeting will be held on site. Bidders are to meet at 525 N. Main, Wichita, KS beginning at 9:00 a.m. CDT on Monday, July 25, 2022.

Attendance is not mandatory; however, this will be the only time to meet directly with County staff and the architect to answer questions concerning this project. General contractors are encouraged to have their subcontractors attend this meeting to view the site conditions.

Bidders are encouraged to examine bidding documents as early as possible. **In order to ensure each bidder has the most current information for bidding there is an established date and time for last questions to be asked. Bidders requiring clarification or interpretation of the Bidding Documents shall make such requests, in writing only, to Ms. Lee Barrier, Senior Purchasing Agent, at [lee.barrier@sedgwick.gov](mailto:lee.barrier@sedgwick.gov) no later than 5:00 p.m. CDT on Wednesday, August 10, 2022.**

### RESPONSES TO INVITATION FOR BID:

Responses will be received by the Sedgwick County Purchasing Department, located at **100 N. Broadway , Suite 610 Finance Conference Room**, Wichita, Kansas 67202, until **1:45 p.m. CDT** on Tuesday, August 23, 2022. Late Bids will not be accepted and will not be considered for award recommendation.

**BID RESPONSES WILL BE OPENED AT: 2:00 p.m. CDT** on Tuesday, August 23, 2022.

This meeting will be held at **100 N. Broadway , Suite 610 Finance Conference Room**, Wichita, Kansas 67202. All interested parties are invited to attend this meeting, as bids/responses will be received, publicly opened and read aloud.

After review and appropriate approval, a contract will be awarded to the lowest responsive, responsible and best bidder meeting specifications and appropriately licensed to do the specified work outlined in these documents.

**Plans and specifications are available in electronic form only and may be downloaded by clicking the following link, [Sedgwick County Construction Projects](#). Company information will be collected to generate a plan holder's list which will be updated weekly and available at the **Sedgwick County Courthouse Upper Floors Remodel** section of the [current RFP/RFQ page](#). Plans are available for viewing only in the County Clerk's office, 100 N. Broadway, Wichita, Kansas 67202.**

There will be **NO** Bid Document Deposit for this set of Documents.

### A RECOMMENDATION FOR CONTRACT AWARD:

will be made to the Board of Bids and Contracts at its regular meeting **at 10:00 a.m. CDT on Thursday, September 1, 2022**, generally held in the County Commission Meeting Room located at 525 North Main, Third Floor, Wichita, Kansas, 67203, although this date or location could change.

### CONTRACT AWARD:

Board of County Commissioners will consider award on **Wednesday, September 7, 2022, although this date could change.**

# **SEDGWICK COUNTY COURTHOUSE UPPER FLOORS REMODEL**

## **PROJECT SCOPE:**

Remodeling of the District Attorney Offices and Courtrooms in the Sedgwick County Courthouse

## **BIDDING DOCUMENTS:**

1. Complete sets of Bidding Documents shall be used in preparing Bids.
2. Neither the Owner nor the Architect/Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
3. The Owner or Architect/Engineer, in making copies of the Bidding Documents available, do so only for the purpose of obtaining Bids on the work and do not confer a license or grant for any other use.
4. Bids shall include furnishing all labor, materials, equipment and performing the work for the above-described Project in strict accordance with the Bidding Documents and any Addenda.

## **DURING BIDDING PERIOD:**

Inquiries regarding Bid Documents, Bid/Selection process or any requests for information about this specific project shall be directed in writing only to:

Ms. Lee Barrier, Senior Purchasing Agent  
100 N. Broadway, Suite 610  
Wichita, Kansas 67202  
Telephone: (316) 660-7258 Fax: (316) 383-7055  
E-mail: [lee.barrier@sedgwick.gov](mailto:lee.barrier@sedgwick.gov)

## **All contact concerning this solicitation shall be made through the Purchasing Department.**

Bidders shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Purchasing Department **in writing**. Failure to comply with these guidelines may disqualify the Bidder's response.

## **OWNER'S REPRESENTATION:**

Owner's Representative for the duration of the Project:

Paul Cavanaugh, Project Services Manager  
271 W. 3<sup>rd</sup> Street, Suite 323  
Wichita, Kansas 67202  
Telephone: (316) 660-9080 Fax: (316) 383-7509  
E-mail: [paul.cavanaugh@sedgwick.gov](mailto:paul.cavanaugh@sedgwick.gov)

Architect's Representative:

Justin Graham, AIA, NCARB  
SJCF Architecture  
257 N. Broadway  
Wichita, Kansas 67202-2303  
Telephone: (316) 684-0171  
E-mail: [jgraham@sjcf.com](mailto:jgraham@sjcf.com)

# **SEDGWICK COUNTY COURTHOUSE UPPER FLOORS REMODEL**

## **BIDDER'S REPRESENTATION:**

In order to induce the Owner to accept their Bid, in addition to and not in lieu of any other representations and warranties contained in the Bidding Documents, the Bidder represents and warrants the following to the Owner:

1. The Bidder and their subcontractors are financially solvent and possess sufficient working capital to complete the work, and perform all obligations hereunder.
2. The Bidder is able to provide the plant, tools, materials, supplies, equipment, and labor required to complete the work and perform the Bidder's obligations hereunder.
3. The Bidder will be authorized to do business in the State of Kansas, and will be properly licensed to do this work.
4. The Bid and execution of the Bidding Documents and the Bidder's performance thereunder are within the Bidder's duly authorized powers.
5. The Bidder has made an exhaustive study of the Bidding Documents; understands the terms and provisions thereof; and has sought or will timely seek any and all necessary clarifications prior to submitting the Bid; and that the Bid is made in accordance with the foregoing.
6. The Bidder has visited the Project and is completely familiar with the local and special conditions under which the work is to be performed and has correlated such knowledge with the requirements of the Bidding Documents.
7. The Bid is based upon the approved materials, systems and equipment described in the Bidding Documents without exception, including all warranties, coordination and components required to perform the work.
8. The Bidder certifies that their Bid is submitted without collusion, fraud, or misrepresentation as to other Bidders, so that all Bids for the Project result from a free, open and competitive bidding environment.
9. The Bidder possesses a high level of experience and expertise in the business administration, management, and superintendence of projects of the size, complexity and nature of this particular Project, and that the Bidder will work with the care, skill and diligence of such a contractor.
10. The Bidder acknowledges that the Owner is relying upon this Bidder's skill and experience in connection with the work being bid herein.
11. That complete sets of Bidding Documents were used in the preparation of the Bid and that neither the Owner nor the Architect is responsible for errors or misinterpretations resulting from the use of incomplete sets of such Documents.

The foregoing warranties are in addition to, and not in lieu of (A) any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations and performance of the work and (B) any and all other warranties, representations and certifications made in the Bidding Documents. The Contractor's liability hereunder shall survive the Owner's final acceptance of and payment for the work. All representations and warranties set forth herein and in the Contract Documents shall survive the final completion of the work or the earlier termination of this Agreement.

## **Bid Guarantee:**

1. Bid Security is required in the amount of at least 5% of the bid plus all additional alternates. In case of multiple prices in a bid or alternate, write for the maximum possible contract amount.
2. Bid Security can be in the form of a certified or Cashier's Check or Bid Bond acceptable to Sedgwick County. Checks are to be made payable to the Sedgwick County Clerk and drawn on a solvent Kansas bank or trust company. These checks or bonds will be retained by Sedgwick County until the purchase contract has been awarded.
3. Bid Bonds shall be written by a bonding agency approved by the United States Treasury Department and licensed to do business in the State of Kansas.
4. Bid Bonds shall be submitted on AIA Document A310, latest edition, as issued and approved by the American Institute of Architects.

## **SEDGWICK COUNTY COURTHOUSE UPPER FLOORS REMODEL**

5. Bid Security will be retained by the Sedgwick County Clerk until the Contract for the Project has been completed and is a guarantee that if awarded the Contract, the Bidder will enter into a contract and give bonds as required. In the event the successful Bidder fails to consummate a signed Contract, through no fault of the Owner, Bid Security shall be retained by the Owner as liquidated damages and not as a penalty.
6. Sedgwick County reserves the right to retain the Bid Security of the three (3) lowest Bidders until the successful Bidder has entered into a Contract or until 60 days after Bid opening, whichever is the shorter. All other Bid Securities will be returned as soon as practicable.

Sedgwick County is desirous of allowing as many Kansas vendors as possible the opportunity to participate, including minority owned, woman owned and small businesses, in the roles of generalcontractors and subcontractors. If your company does not fall into either of these categories, your efforts to contract with vendors who fall in these categories are appreciated.

General Contractor will be required to maintain a subcontractor worksheet throughout the project and will submit the worksheet to County staff at anytime requested but shall submit the worksheet at the completion of project.

**END OF INVITATION FOR BIDS**

# **SEDGWICK COUNTY COURTHOUSE UPPER FLOORS REMODEL**

## **INSTRUCTIONS TO BIDDERS**

PROJECT: Sedgwick County Courthouse Upper Floors Remodel  
525 N. Main  
Wichita, KS, 67203

COUNTY BID NUMBER: 22-0059

ARCHITECT: Justin Graham, AIA, NCARB  
SJCF Architecture  
257 N. Broadway  
Wichita, Kansas 67202-2303  
Telephone: (316) 684-0171  
E-mail: jgraham@sjcf.com

Bids shall be made in accordance with these Instructions to Bidders:

- A. Responses to this invitation will be accepted only from General Contractors who are licensed to do business in Sedgwick County.
- B. Applications will also be accepted from General Contractors who have applied to receive a reciprocal license.
- C. A copy of General Contractor's Certificate of Insurance will be required to be submitted with the Bid at the time the bids are due. Insurance policy will be due from the successful contractor as part of the required documents prior to issuance of the notice to proceed.
- D. Bidding Documents shall include the Invitation for Bids, Bid Form, construction drawings, proposed Contract Documents, including any Addenda issued prior to receipt of Bids, supplemental information and any additional information requested.
- E. Bids must be on a lump sum basis and shall be the Contract Amount.
- F. Bidder Qualifications: For the duration of the project, all Prime Bidders shall be located within Sedgwick County, Kansas or establish an office in Sedgwick County, Kansas, and may be required by the Owner to furnish information to support the Bidder's capability to fulfill the Contract if awarded the Contract. Such information does not need to be submitted with the Bid, but may be requested at the Owner's option. Such information may include, but not be limited to, the following:
  - 1. Proof of registration with the Kansas Director of Taxation by non-resident Bidders (K.S.A. 79-1009).
  - 2. Proof of registration with the Kansas Secretary of State by foreign corporations.
  - 3. List of projects of similar size and type the Bidder has constructed or in which the Bidder has been engaged in a responsible capacity.
  - 4. Evidence the Bidder maintains a permanent place of business.
  - 5. A current financial statement.

### **Examination:**

- 1. BEFORE SUBMITTING A BID, each Bidder shall examine carefully all documents pertaining to the work and visit the site to fully inform himself of the condition of the site and the conditions and limitations under which the work is to be performed.

## **SEDGWICK COUNTY COURTHOUSE UPPER FLOORS REMODEL**

2. SUBMISSION OF A BID will be considered presumptive evidence that the Bidder has fully informed himself of the conditions of the site, requirements of the Contract Documents, and of pertinent national, state and local codes and ordinances, and that the Bid made allowances for all conditions, requirements and contingencies.
3. In reviewing these Documents, it is evident that certain information, if disclosed to the public, may jeopardize the security of Sedgwick County, and appropriate measures will be taken to maintain confidentiality.
4. **In order to ensure each bidder has the most current information for bidding there is an established date and time for last questions to be asked. Bidders requiring clarification or interpretation of the Bidding Documents shall make such requests, in writing only, to the Purchasing Agent no later than 5:00 p.m. CDT on Wednesday, August 10, 2022.**
5. Samples shall be submitted by the above referenced deadline to permit evaluation and notification of Bidders.
6. Any interpretation, correction or change of the Bidding Documents will be made by written Addenda. Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections, and changes.

### **Addenda:**

1. DISCREPANCIES OR OMISSIONS in the documents will be clarified in the form of an electronic Addendum and will be posted on the County web site. Bidders finding discrepancies, omissions, or who are in doubt as to the meaning of any portion of the Contract Documents, should immediately request an interpretation from the Senior Purchasing Agent. In response, an Addendum will be issued and the contractor shall rely solely on information contained in the written Addenda about said discrepancy or omission. **Neither the Architect nor the Owner will be responsible for any other form of instructions or interpretations given to the contractor, either verbal or written.**
2. ADDENDA received by Bidders shall be acknowledged by same on their Bid Form.

### **Substitutions:**

1. Each Bidder represents that their Bid is based upon materials and equipment described in the Bidding Documents.
2. No substitution will be considered unless written request has been submitted to the Purchasing Agent and the Architect, in duplicate, for approval by 5:00 p.m. CDT on Wednesday, August 10, 2022. Each such request shall include a complete description of the proposed substitute, drawings, cuts, performance or test data, or information necessary for a complete evaluation. If the Architect approves any proposed substitution, such approval will be set forth in an Addendum.

### **Preparation of Bids:**

1. BIDS shall be made on unaltered Bid Forms furnished by the County, or detached from this Project Manual.
2. FILL IN all blanks on the Bid Form with ink or type. Blanks left on Bid Form may be cause for disqualification of Bidder.
3. SIGN BID FORM in longhand, with name typed below signature. Where Bidder is a Corporation, Bids must be signed with the legal name of the Corporation, followed by the legal signature of an officer authorized to bind the Corporation to a contract.

## **SEDGWICK COUNTY COURTHOUSE UPPER FLOORS REMODEL**

4. RECAPITULATION of work to be done shall not be included with any Bid.
5. Where so indicated by the makeup of the Bid Form, amounts shall be expressed in both words and figures, and in case of discrepancy between the two, the written amount shall govern.

### **Identification and Submission of Bid:**

1. Contractor shall provide one (1) Original of the Bid Response Form, Bid Security and other supplemental information required to be submitted with the Bid.
2. All of the Bid Documents shall be enclosed in a sealed envelope with the notation "Bid Enclosed" on the face. The firm name and address, Bid number, Bid opening date, and Bid opening time shall be provided in the lower left-hand corner of the Envelope.

### **Modification and Withdrawal of Bid:**

1. A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period that a Bidder's Bid Security is held following the time and date designated for the receipt of Bids. The Bidder so agrees in submitting his Bid.
2. WITHDRAWAL BEFORE BID OPENING: A Bid may be withdrawn at any time before Bid Opening, but may not be resubmitted. If a bidder withdraws a bid, as authorized in K.S.A. 75-6905, the awarding authority may require that such bidder shall not be allowed to perform any work on the project through subcontract agreements or by any other means including re-bids.
3. AFTER BID OPENING: No Bid may be withdrawn or modified, except where the award of contract has been delayed for more than 60 days.

In the event of an Award, the lowest, responsive, responsible and best bid price meeting the specifications will be required to enter into contract required for the Project. Said Bidder shall also provide a Performance Bond for the full amount of the contract. The Performance Bond, in the amount of 100% of the Contract amount, must be submitted within 30 calendar days after award of contract. Failure to return these Documents within the required time period may cause a cancellation of the Award.

### **Consideration of Bids/Selection Process:**

1. Bids received will be opened and read aloud publicly.
2. Owner shall have the right to determine the acceptable Bidder on the basis of the sum of the Base Bid and the Alternates accepted.
3. The Owner will award a contract to the lowest, responsive, responsible and best Bidder provided:
  - a. The Bid conforms to and has been submitted according to the requirements of the Bidding Documents and includes the Certificate of Insurance including Contractor's General Automotive Liability, Workers Compensation Insurance and Owner's Liability Insurance.
  - b. The Bid is judged to be reasonable.
  - c. The Bid does not exceed the funds available.
  - d. The Bid complies with the Instruction to Bidders and Mandatory Requirements.
  - e. The completion time is satisfactory to the Owner.



## **SEDGWICK COUNTY COURTHOUSE UPPER FLOORS REMODEL**

- f. Evidence of the experience, qualifications and financial responsibility of the Bidder and his Subcontractors and the time of completion are all satisfactory to the Owner.
  - g. The County reserves the right to reject Bidders in accordance with the Bidding Documents.
- 4. Bids will be screened by a Review Committee consisting of the Project Manager, Architect and the Purchasing Agent.
  - 5. No negotiations, decisions, or actions shall be initiated by any firm as a result of any verbal discussion with the Owner or employee of the Owner before the opening of responses to the document.
  - 6. The Owner shall have the right to waive any informality and/or irregularity in any Bid received.
  - 7. The Owner shall have the right to reject any and all Bids.

### **Time for Completion and Liquidated Damages:**

All Bidders are required to state on the Bid Form the time needed for all work under the general contract to be completed, which would yield their best Bid. Unless otherwise required, this time frame shall be stated in calendar days and shall represent the Contractor's commitment to complete the project on schedule.

The contractual period will begin with the issuance of Notice to Proceed and continue through completion of the project.

The Agreement will include a stipulation that liquidated damages will be assessed in the amount of \$330.00 per calendar day after Completion Date that the work is not substantially complete.

Upon satisfactory completion of the Contract, a formal CERTIFICATE OF PROJECT COMPLETION will be forwarded to the Contractor by the Project Architect. The date of substantial completion of the Project will be the starting date of the warranty period.

All work shall be in accordance with all Federal and State Laws, Local Ordinances and Building Codes, and the 2010 Standards for Accessible Design.

Taxes: Materials and equipment incorporated in the work are exempt from payment of sales tax under the laws of the State of Kansas.

### **Project Time Line:**

The following dates are provided in addition to those previously stated to help interested contractors in planning participation in the project herein. The dates listed, however, are in no way guaranteed and are subject to change without notice.

Project out for bid – Monday, July 18, 2022  
Pre-bid Meeting – Monday, July 25, 2022 at 9:00 a.m. CDT  
Last questions received – Wednesday, August 10, 2022 at 5:00 p.m. CDT  
Last Addendum Issued – Friday, August 19, 2022 at 5:00 p.m. CDT  
Bids Due in Purchasing – Tuesday, August 23, 2022 at 1:45 p.m. CDT  
Bid Opening – Tuesday, August 23, 2022 at 2:00 p.m. CDT  
Board of Bids and Contracts – Thursday, September 1, 2022 at 10:00 a.m. CDT  
Board of County Commissioners – Wednesday, September 7, 2022 at 9:00 a.m. CDT

# **SEDGWICK COUNTY COURTHOUSE UPPER FLOORS REMODEL**

## **Notice to Proceed:**

No work shall commence until the Owner issues a Notice To Proceed, and a Notice To Proceed will not be issued until all of the following are delivered to the Project Services Office, 271 W 3<sup>rd</sup> St., Suite 325, Wichita, Kansas, 67202, by the selected vendor:

1. The Contract signed by the representative with authority and ability to do so.
2. Performance and Statutory Bonds with the attached powers of attorney. Attach the receipt of the Clerk of the District Court to the Statutory Bond.
3. List of subcontractors and supplier's proof of a valid Contractor's license from the jurisdiction in which the work is being performed for both contractor and applicable sub-contractors is required.
4. Corporate Resolution of authority to sign and deliver the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary and dated before all other dated submittals.
5. Domestic (Kansas) corporations shall furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State.
6. Construction Schedule with major milestones identified.
7. Insurance Certification for Payment.

Such documents must be delivered within ten (10) days of the Owner's written notification to the successful Bidder. If they are not delivered within such time then the Bidder will be deemed to have abandoned its contract with the Owner, and the Owner will award a contract to the next lowest and best Bid.

1. The successful Bidder shall not make claim either for time or money against the Owner for labor or materials performed or delivered prior to issuance of the Notice to Proceed.
2. The County's responsibility to issue a Notice To Proceed is expressly conditioned on the Contractor's timely execution and delivery of such documents.
3. The County intends to issue a Notice To Proceed within 30 days of receipt of Bids.
4. Bidders shall also note that the Work cannot begin until after a State of Kansas Sales Tax Exemption Certificate has been provided by Sedgwick County and affixed to the Purchase Order and the Notice to Proceed.
5. Contractor must submit Insurance Policy.

END OF INSTRUCTIONS TO BIDDERS

# SEDGWICK COUNTY COURTHOUSE UPPER FLOORS REMODEL

## BID FORM

**BID PROVIDED BY:**

\_\_\_\_\_  
(Company Name)

I have received the Bid Documents, Specifications, and Construction Documents, collectively known as the Contract Documents for Construction of the

### **Sedgwick County Courthouse Upper Floors Remodel**

**COUNTY BID NUMBER 22-0059**

as prepared by the Architect: Justin Graham, AIA, NCARB  
SJCF Architecture  
257 N. Broadway  
Wichita, Kansas 67202-2303  
Telephone: (316) 684-0171

**In submitting this Bid, I agree:**

1. To hold my Bid open for 60 days after the date of this Bid.
2. To enter into and execute a Contract, if awarded on the basis of this Bid, and to proceed in accordance with the requirements of the General Conditions and Contract Form.
3. To provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the work in accordance with the proposed Contract Documents.
4. To remove and haul away from the construction site any and all debris arising from this contract and to assume sole liability for all removal, handling, and dumping of debris.
5. To comply with any and all local, state, federal or other governmental laws, rules and regulations with respect to the transportation, disposal, and dumping of debris and other excavated materials and Contractor shall secure any and all necessary permits and approvals incident to said transportation, dumping and disposal.
6. To further agree to indemnify and hold the Owner and Designer harmless from any and all claims and/or damage of any kind whatsoever as a result of the Contractor's performance of this Contract.
7. That attached to this Bid is one copy of the Certificate of Insurance including Contractor's General Automotive Liability, Workers Compensation Insurance and Owner's Liability Insurance.
8. **CALENDAR DAYS:**  
The Undersigned agrees to reach substantial completion of the Work in \_\_\_\_\_ consecutive calendar days from the date of Notice to Proceed.

The Undersigned agrees to reach final completion of the Work in \_\_\_\_\_ consecutive calendar days from the date of Substantial Completion.

Total Calendar Days \_\_\_\_\_

## SEDGWICK COUNTY COURTHOUSE UPPER FLOORS REMODEL

9. **BID:**  
BASE BID  
To complete the Base Bid Work, in the time stipulated, in accordance with the Bidding Documents for the lump sum price of:

\_\_\_\_\_  
Dollars (\$\_\_\_\_\_).

ALTERNATES:

\_\_\_\_\_  
Dollars (\$\_\_\_\_\_).

10. **ADDENDA:**  
The Bidder acknowledges receipt of the following numbered Addenda:

None ( ) #1( ) #2( ) #3 ( ) #4( ) #5( )

11. **AGREEMENTS:**  
The Undersigned agrees to the following terms and conditions:

- a. An incomplete Bid, or other information not requested which is written on this Bid Form, may be cause for rejection.
- b. Read the Invitation for Bids and the Instructions to Bidders carefully.
- c. The Owner reserves the right to reject any or all Bids and to waive all technicalities should such action be deemed to be in the best interest of the Owner.
- d. This Bid may not be withdrawn for a period of 60 calendar days following the receipt and opening.
- e. Failure to acknowledge receipt of any Addendum issued may be cause for Bid rejection.
- f. In the event that changes to the work are required, the undersigned agrees that ten percent (10 %) total between General and Subcontractors of his net costs shall be added thereto for Overhead, Profit and General Requirements (including but not limited to, Insurance and Bonds).

12. **MAJOR SUBCONTRACTORS:**  
The Undersigned acknowledges the following named major subcontractors are to be used for their respective division of work. Contractors shall identify by type, any disadvantaged, minority and women-owned businesses used as a subcontractor for this project.

Subcontractor: \_\_\_\_\_

Address – City, State, Zip: \_\_\_\_\_

Additional, if necessary:

13. **DECLARATIONS:**  
The Undersigned hereby declares he has carefully examined the Drawings and Specifications, has visited the actual location of the work, has satisfied himself as to all conditions and understands that, in signing this Bid Form, he waives all right to plead any misunderstandings regarding same and agrees to be bound by the provisions of said Drawings and Specifications and all statements made therein.

The Undersigned proposes to enter into Contract and to furnish and pay for the specified Bonds and other required Documents within 10 working days after notification of award of Contract.

# SEDGWICK COUNTY COURTHOUSE UPPER FLOORS REMODEL

## 14. FIRM IDENTIFYING INFORMATION:

FIRM NAME \_\_\_\_\_

CONTACT \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY/STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_ HOURS \_\_\_\_\_

COMPANY WEBSITE ADDRESS \_\_\_\_\_ E-MAIL \_\_\_\_\_

NUMBER OF LOCATIONS \_\_\_\_\_ NUMBER OF PERSONS EMPLOYED \_\_\_\_\_

TYPE OF ORGANIZATION:

Public Corporation \_\_\_ Private Corporation \_\_\_ Sole Proprietorship \_\_\_ Partnership \_\_\_ Small Business \_\_\_

General Nature of Business \_\_\_\_\_

Manufacturer \_\_\_ Distributor \_\_\_ Retail \_\_\_ Dealer \_\_\_ Service \_\_\_

\_\_\_ Not Minority/Caucasian (00) publicly traded companies and nonprofits are in this category

Minority Owned Business:

\_\_\_ African American (05), \_\_\_ Asian Pacific (10), \_\_\_ Subcontinent Asian (15), \_\_\_ Hispanic (20),

\_\_\_ Native American (25), \_\_\_ Other (30) - Please specify \_\_\_\_\_,

\_\_\_ Not Minority/Caucasian – Woman Owned (50), \_\_\_ African American – Woman Owned (55),

\_\_\_ Asian Pacific – Woman Owned (60), \_\_\_ Subcontinent Asian – Woman Owned (65), \_\_\_ Hispanic –

Woman Owned (70), \_\_\_ Native American – Woman Owned (75), \_\_\_ Other – Woman Owned (80)

Insurance registered in the State of Kansas with a minimum best rating of A-VIII: \_\_\_ Yes \_\_\_ No

## 15. SIGNATURE AND SEAL:

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
LEGAL NAME OF PERSON, FIRM OR CORPORATION

\_\_\_\_\_  
MAILING ADDRESS OF ABOVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

(Affix Corporate Seal here)

\_\_\_\_\_  
E-MAIL

## REQUEST FOR BID CONDITIONS

In submitting a response to this Request for Bid, vendors hereby understand the following:

1. Pricing offered in the bid document will be provided to other local governments and governments whom Sedgwick County regularly enters into cooperative agreements.
2. Sedgwick County reserves the right to reject any and/or all bids and responses to these and/or related documents, to accept any item(s) in the bids, to waive any irregularity in the bids, and further if determined to be non-responsive in any form, or if determined to be in the best interest of Sedgwick County.
3. Alternate bids (two or more bids submitted) will be considered for an award. Sedgwick County reserves the right to make the final determination of actual equivalency or suitability of such bids with respect to requirements outlined herein. The bids submitted, and any further information acquired through interviews, will become and is to be considered a part of the final completed contract. If there is any variance or conflict, the bid specifications will control.
4. Bidders MUST return the entire document via email with any supplementary materials to [purchasing@sedgwick.gov](mailto:purchasing@sedgwick.gov), on or before the date and time specified.
5. Bids submitted may not be withdrawn for a period of 60 days immediately following the opening of this Request for Bid. Prices MUST be free of federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the bid.
6. Sedgwick County interprets the term "Lowest Responsible and Best Bidder" as requiring Sedgwick County to: (a) choose between the kinds of materials, goods, wares, or services subject to the bid, and (b) determine which bid is most suitable for its intended use or purpose. Sedgwick County can consider, among other factors, such things as the availability of service(s), part(s) material(s) and/or supply(s), warranty, maintenance, freight costs, performance of product and labor cost of items upon which bids are received.
7. All requested information must be supplied. If bidders cannot respond to any part of this request, bidders should state the reason they cannot respond and note an exception. Bidders may provide supplemental information to assist Sedgwick County in analyzing its bid.
8. If the bidder refuses or fails to make deliveries of the materials within the times specified on the face of the Request for Bid or purchase order, Sedgwick County may, by written notice, terminate the contract or purchase order.
9. The bidder will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of K.S.A. Sections 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.
10. The successful bidder will hold and save Sedgwick County, and its officers, agents, servants/employees harmless from liability of any patented, or unpatented invention, process, article, or appliance manufactured, or used in the performance of the contract, including its use by Sedgwick County. Vendors working on county property or on behalf of County will be required to carry minimum insurance listed in bid document.
11. All items furnished, if applicable, must be the best of their respective kinds, and will be free from defects in material and workmanship. Items will be subject to County inspection and approval at any time within 30 days after delivery. If a substitution is made, it will be the decision of a Sedgwick County representative to determine if it is of equal quality. Items furnished must be manufactured in compliance with all existing legal or governmental directives.
12. Unless specified otherwise, all items bid are to be as a minimum but not necessarily limited to: new, current model year, and untitled prior to shipping and/or installation.
13. Sedgwick County is desirous of allowing as many Kansas vendors as possible the opportunity to participate including minority men and women-owned businesses, and small businesses in the roles of providing goods and services to Sedgwick County. If your company does not fall into any of these categories, your efforts to contract with vendors who do fall into these categories are appreciated. Construction projects utilizing subcontractors requires a subcontracting worksheet. Contact Purchasing for details.
14. Contracts entered into on the basis of submitted bids are revocable if contrary to law.

15. County reserves the right to enter into agreements subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935). Agreements shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of agreements the County reserves the right to unilaterally sever, modify, or terminate agreements at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.
16. The Bidder agrees to comply with K.S.A. 44-1030.
  - a. The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
  - b. In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission;
  - c. If the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;
  - d. If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
  - e. The contractor shall include the provisions of subsections (a) through (d) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
17. All project participants, consultants, engineers, contractors and subcontractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies. All participants must comply with the Americans with Disabilities Act (ADA), including the 2008 ADA Amendments Act, and 2010 ADA Standards for Accessible Design.
18. Contractors/subcontractors performing new construction, maintenance, alterations, or additions to Sedgwick County buildings or facilities must comply with building guidelines/codes, and the 2010 ADA Standards for Accessible Design. Any violation of the provisions of the ADA or 504, or specification deficiencies, should be reported to the county's ADA coordinator. Failure to notify the county's ADA coordinator for remedy may be considered a breach of contract and may be grounds for cancellation, termination for suspension, in whole or in any part of the contract. All construction plans will have the county's ADA coordinator approval prior to beginning any work.
19. Contractors/vendors providing services to the public on behalf of Sedgwick County will agree that all personnel in their employment that have direct contact with the public will attend ADA Awareness and Sensitivity training provided by Sedgwick County or the Independent Living Resource Center. Training should be coordinated through the county's ADA coordinator, (316) 660-7052 and evidence of training shall be provided to the county's ADA coordinator. Any violations of the provisions of ADA or section 504, will be deemed a breach of contract and be subject to termination of contract.
20. The successful bidder may have access to private or confidential data maintained by the County to the extent necessary to carry out its responsibilities of the contract. Contractor shall be responsible for compliance with the privacy provision of the Health Insurance Portability and Accountability Act (HIPAA) and shall comply with all other HIPAA provisions and regulations applicable. If the successful bidder is a business associate as that term is defined under HIPAA, the contract shall include the County's standard business associate addendum. A copy of that standard addendum is available on request.
21. The bidder responding to this bid solicitation proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the Notification of Solicitation (if applicable), Request for Information (if applicable), Request for Bid, Addenda, Contract, Bonds, Insurance, Plans, Specifications, any Instructions, Mandatory Requirements and Conditions.
22. Unless specified elsewhere in the document, all prices quoted must be F.O.B. Destination, Freight Prepaid and Allowed, which will include all delivery, handling, and any other charges related to delivery including surcharges.
23. It will be understood that the bidder's sureties and insurers, as applicable, are subject to the approval of the County.
24. Prior to a vendor being awarded a contract, Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.

25. Sedgwick County will not award to any vendor that is currently listed in the exclusion records of the SAM (System for Award Management) website maintained by the General Services Administration (GSA) or to any vendor presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
26. Sedgwick County reserves the right to conduct background checks at any time on new or existing vendors. Background checks will be used to evaluate eligibility to be engaged in a work capacity by Sedgwick County, and will not be used to discriminate on the basis of race, sex, age, color, religion, national origin, disability, genetic, sexual orientation or veteran status.
27. Upon award, the bidder agrees to execute and deliver to the County a contract in accordance with the contract documents (if applicable) within ten days of notice of the award to the bidder. The bidder agrees that the surety/deposit given concurrently herewith will become the property of the County in the event the bidder fails to execute and deliver such contract within the specified time. In the further event of such failure, the bidder will be liable for the County's actual damages that exceed the amount of the surety.
28. It will be understood that time is of the essence in the bidder's performance. The bidder agrees that the County's damages would be difficult or impossible to predict in the event of a default in the performance hereof; and it is therefore agreed that if the bidder defaults in the performance of the contract documents, the bidder will be liable for payment of the sums stipulated in the contract documents as liquidated damages, and not as a penalty.
29. The bidder hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Request for Bid, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this bid is based upon the terms, specifications, requirements, and conditions of the Request for Bid documents. The bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
30. It will be understood that any bid and any and/or all referencing information submitted in response to this Request for Bid will become the property of Sedgwick County, and will not be returned. As a governmental entity, Sedgwick County is subject to making records available for disclosure after Board of County Commission approval of the recommendation.
31. Sedgwick County will not be responsible for any expenses incurred by any vendor in the development of a response to this Request for Bid including any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Sedgwick County and/or its representatives. Further, Sedgwick County will reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of County Commissioners has formally accepted a recommendation.
32. By submission of a response, the bidder agrees that at the time of submittal, he or she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of bidder's services, or (2) benefit from an award resulting in a "Conflict of Interest". A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the Sedgwick County Board of County Commissioners. Bidders will identify any interests, and the individuals involved, on separate paper with the response and will understand that the County, at the discretion of the Purchasing Director in consultation with the County Counselor, may reject their bid/quotation. The bidder certifies that this bid is submitted without collusion, fraud or misrepresentation as to other bidders, so that all bids for the project will result from free, open and competitive bidding among all vendors.
33. No gifts or gratuities of any kind shall be offered to any County employee at any time.
34. Sedgwick County will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Kansas and any local resolutions specifically applicable to the purchase.
35. Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Kansas. No prepayment of any kind will be made prior to shipment. Payment will be made upon verification of delivery, compliance with specifications, assurance that the product/service performs as specified and warranted, and receipt of correct invoicing.



36. Sedgwick County will accept responses transmitted via email to [purchasing@sedgwick.gov](mailto:purchasing@sedgwick.gov) unless stated to the contrary within this document. Bids must be received prior to the time and dates listed to be considered responsive. Sedgwick County will not accept late responses and will return them to the sender. Further, Sedgwick County will NOT: (1) guarantee security of the document received; (2) be held responsible for Bids which are NOT legible (and may choose to reject such responses); and, (3) guarantee that the receiving facsimile machine will accept transmission or that phone lines are functioning and available for transmission. Submitting a bid response via email does NOT relieve the bidder of: (1) responsibilities stated in the document (such as attendance at a mandatory pre-bid conference); (2) providing non-paper informational items which must be returned with the response (diskettes, large drawings, photographs, models, etc.); and, (3) providing original copies of bid sureties (bonds, certificates of insurance, etc.).

# **SEDGWICK COUNTY COURTHOUSE UPPER FLOORS REMODEL**

## **BONDS**

### **PERFORMANCE AND LABOR AND MATERIAL BONDS:**

PERFORMANCE AND LABOR AND MATERIAL BONDS shall be furnished to the Owner by the Contractor, in an amount equal to 100 percent of the Contract Sum as security for the faithful performance of the contractor and payment of all persons performing labor and furnishing materials in connection with the contract. Said payment bond shall also be executed as a statutory bond and filed in the office of the Clerk of the District Court of the County in which the Project is located. Contractor shall provide the Owner with a certified copy of said statutory bond as so filed.

BONDS FURNISHED shall be written by a SURETY approved by the U.S. Treasury Dept. and licensed to do business in the State of Kansas. No Work shall be commenced until bonds are in force.

FORM OF BOND shall be Statutory Payment Bond – State of Kansas.

POWER OF ATTORNEY for the surety company agent must accompany each bond issued, and must be certified to include the date of the bonds.

PROVIDE TRIPLICATE COPIES of the bond forms and power of attorney.

COST of the bonds shall be included in the bid and paid for by the Contractor.

**END OF SECTION**

**SEDGWICK COUNTY COURTHOUSE  
UPPER FLOORS REMODEL**

**BOND TO THE STATE OF KANSAS  
STATUTORY PAYMENT BOND  
(K.S.A. 60-1111, as amended)**

WITNESSETH: That \_\_\_\_\_ (“Principal”),  
and \_\_\_\_\_ (“Surety”), are  
hereby jointly and severally held and firmly bound unto the STATE OF KANSAS in the sum of  
\_\_\_\_\_ dollars  
(\$ \_\_\_\_\_) lawful money of the United States of America, for the use and  
benefit of all persons entitled thereto and for the payment of which we hereby bind ourselves,  
our successors, assigns, heirs, executors and administrators.

THE CONDITION OF THE OBLIGATION IS SUCH, THAT,

WHEREAS, the Principal has entered into an Agreement with Sedgwick County, Kansas dated  
\_\_\_\_\_, 2022, for improvements described as the

**Sedgwick County Courthouse Upper Floors Remodel  
525 N. Main  
Wichita, KS 67203**

(the “Work”) according to the Contract Documents, which are incorporated herein by reference.

NOW, THEREFORE, if the Principal and its subcontractors shall pay all indebtedness incurred  
for supplies, materials or labor furnished, used or consumed in connection with the Work  
including gasoline, lubricating oils, fuel oils, grease, coal and similar items used or consumed  
directly in furtherance of the Work, then this obligation is to be null and void; otherwise to remain  
in full force and effect.

The Surety covenants and agrees that no change, extension of time, alteration or addition to the  
Contract Documents or to the Work shall in any way reduce, nullify, or affect the Surety’s  
obligations on this bond; and the Surety hereby waives notice on any such change, extension of  
time, alteration or additional to said Contract Documents or Work.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed and  
delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Principal \_\_\_\_\_

Title \_\_\_\_\_

Surety \_\_\_\_\_

Title \_\_\_\_\_

**SEDGWICK COUNTY COURTHOUSE  
UPPER FLOORS REMODEL**

**PERFORMANCE BOND**

WITNESSETH THAT, \_\_\_\_\_ (“Principal”) and  
\_\_\_\_\_ (“Surety”) ARE HELD  
AND FIRMLY BOUND UNTO THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK  
COUNTY, KANSAS, (the “County”), for the use and benefit of claimants herein below identified  
in the amount of:

\_\_\_\_\_ dollars (\$\_\_\_\_\_).  
and in the amount of any change orders issued for the Work, for which payment Principal and  
Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly  
and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT,

WHEREAS, Principal has by agreement dated \_\_\_\_\_, 2022 entered into  
a contract with the County for the construction described as Sedgwick County  
Courthouse Upper Floors Remodel in accordance with the Contract Documents.

NOW, THEREFORE, if the Principal shall well and truly perform all the covenants, conditions,  
and obligations of the Contract Documents and any Addenda and Change Orders and shall hold  
the County and all interested property owners harmless against all claims, loss, damage,  
demands, or causes of actions which they may sustain or suffer by reason of any breach of said  
Contract Documents or of negligence of the Principal or of improper execution of the Work or  
use of inferior materials by the Principal; and if said Principal shall maintain the improvements  
as provided for in said Contract Documents and shall make good all defects in material and  
workmanship for a period of one year, or for such other period as provided for in the Contract  
Documents; then, this obligation shall be void: Otherwise to remain in full force and effect.

FURTHERMORE, the Surety consents and agrees that no price change, extension of time,  
alteration, or addition to the terms of the Contract Documents or to the Work to be performed  
thereunder shall in any way affect Surety’s obligation on this bond; and Surety hereby waives  
notice of any such change, extension of time, alteration or addition to said Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have duly executed these presents all as of  
the day and year first above written.

Principal \_\_\_\_\_

Title \_\_\_\_\_

Surety \_\_\_\_\_

Title \_\_\_\_\_

**SEDGWICK COUNTY COURTHOUSE  
UPPER FLOORS REMODEL**

**CERTIFIED COPY OF A RESOLUTION  
OF THE BOARD OF DIRECTORS  
OF \_\_\_\_\_  
A KANSAS CORPORATION**

The undersigned, being the duly elected qualified and acting Secretary of \_\_\_\_\_, a Kansas corporation (the "Corporation"), hereby certifies as follows:

At a special meeting of the board of directors of the Corporation, held \_\_\_\_\_, 2022, when meeting was duly and properly called according to the by-laws of the Corporation and at which a quorum of said board was present, the following resolution was passed and adopted:

"WHEREAS, the Corporation desires to contract with Sedgwick County, Kansas (the "County") for the construction of certain public improvements, and,

"WHEREAS, the Corporation desires to authorize certain officers of the Corporation to execute and deliver to the County all agreements and documents related thereto.

"NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF \_\_\_\_\_, a Kansas corporation, that \_\_\_\_\_(name), \_\_\_\_\_(title), of the Corporation, be and is hereby authorized to execute and deliver to the County all contracts and documents incidental thereto, including but not limited to statutory bonds, construction bonds, insurance agreements and policies, plans and specifications, and any further documents required thereby, relating or pertaining to the following described project:

**Sedgwick County Courthouse Upper Floors Remodel  
525 N. Main  
Wichita, KS 67203**

"BE IT FURTHER RESOLVED BY THE BOARD OF DIRECTORS OF THE CORPORATION that the authority conferred hereby upon such officer is continuing unless notice in writing be given by the Corporation to the County."

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
(SEAL) Secretary

# SEDGWICK COUNTY COURTHOUSE UPPER FLOORS REMODEL

## EXHIBIT A

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. If required, Contractor's professional liability/errors and omissions insurance shall (i) have a policy retroactive date prior to the date any professional services are provided for this project, and (ii) be maintained for a minimum of 3 years past completion of the project. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured including both ongoing and completed operations, except for professional liability, workers' compensation and employer's liability.

**Certificate shall be provided prior to award of contract.** Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas **(must be acknowledged on the bid/proposal response form).**

**NOTE:** If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements.

<b>Workers' Compensation:</b>	
Applicable coverage per State Statutes	
<b>Employer's Liability Insurance:</b>	\$500,000.00
<b>Commercial General Liability Insurance (on form CG 00 01 04 13 or it's equivalent):</b>	
Each Occurrence	\$1,000,000.00
General Aggregate, per project	\$2,000,000.00
Personal Injury	\$1,000,000.00
Products and Completed Operations Aggregate	\$2,000,000.00
<b>Automobile Liability:</b>	
Combined single limit	\$500,000.00
<b>Umbrella Liability:</b>	
Following form for both the general liability and automobile	
<input checked="" type="checkbox"/> <b>Required</b> / <input type="checkbox"/> <b>Not Required</b>	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
<b>Professional Liability/ Errors &amp; Omissions Insurance:</b>	
<input checked="" type="checkbox"/> <b>Required</b> / <input type="checkbox"/> <b>Not Required</b>	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
<b>Pollution Liability Insurance:</b>	
<input checked="" type="checkbox"/> <b>Required</b> / <input type="checkbox"/> <b>Not Required</b>	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00

***Special Risks or Circumstances:***

*Entity reserves the right to modify, by written contract, these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.*

**CONTRACTOR IS PROVIDING CONSTRUCTION SERVICES:**

*In addition to the above coverages, Contractor shall also provide the following:*

<p><b>Builder's Risk Insurance:</b></p>	<p>In the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising the total value for the entire Project on a replacement cost basis without optional deductibles. Entity, Contractor, and all Subcontractors shall be included as named insureds.</p>
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## PROJECT SUBCONTRACTING WORK SHEET

**Project Name: Sedgwick County Upper Floors Remodel** Check here if you are not using subcontractors \_\_\_\_

<b>Bid #</b>	22-0059
<b>General Contractor</b>	
<b>Created by</b>	

General Contractors shall provide the name, description, DBE classification (type) Minority Certification #, date of work and dollar value for each subcontractor (including lower-tier subcontractors) used to complete the referenced project. Contractors may be required to provide back up documentation to verify information. Each column requires input.

DBE classification type: African American (1); Asian (2); Hispanic (3); Native American (4); other minority (5); Women Owned Business (6). Additional general classifications: Small Business Owner (7); Does not meet any classification (0).

	<b>Subcontractor Name and Address</b>	<b>Type</b>	<b>Jurisdiction Name &amp; Minority Certification # (if vendor has one)</b>	<b>Description of Services</b>	<b>Date of Work</b>	<b>Dollar Value of work</b>
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

**Form shall be submitted to Purchasing at the completion of project.**

## **FORM OF CONTRACT**

AIA Document A107 with Supplement "Standard Form of Agreement Between Owner and Contractor For construction Projects of Limited Scope".



**APPENDIX C – Mandatory ARPA Contractual Provisions**  
**SEDGWICK COUNTY, KANSAS**  
Pursuant to 2 CFR 200.332(a)(1) Federal Award Identification

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

Contractor \_\_\_\_\_  
Project Title \_\_\_\_\_  
Contract Amount \_\_\_\_\_  
Contract Period From \_\_\_\_\_ To \_\_\_\_\_  
UEI (Unique Entity Identifier) No. \_\_\_\_\_

1. Contractor understands and agrees that funds provided under this Contract may come from a federal source and agrees to comply with any and all additional applicable terms. In general, federal-specific terms are in italics.
  - A. *Contractor Capacity.* Contractor agrees and confirms that it has the institutional, managerial and financial capacity to ensure proper planning, management and completion of the Contract.
  - B. *Technical Assistance.* If, at any time, changes in key personnel assigned or their responsibilities under the activities of the contract, or Contractor believes its capacity is compromised or Contractor otherwise needs any sort of assistance, it SHALL immediately notify the County. The County will make best efforts to provide timely technical assistance to the Contractor to bring the Contract into compliance.
  - C. *Compliance with Act.* Contractor understands and agrees that funds provided under this Contract may only be used in compliance with section 603(c) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act, the U.S. Department of Treasury's ("Treasury's") regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - D. Definitions. Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

ACCEPTANCE OR ACCEPTED	A written determination by the County that the Contractor has completed the Work in accordance with the Contract.
CONSTRUCTION WORK	Construction work means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
CONTRACT AMENDMENT	A written change to the Contract modifying, deleting or adding to the terms and conditions or Scope of Work, signed by both parties, with or without notice to the sureties.
CONTRACTOR	The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the County for the performance of Work under the Contract.
CONTRACT SPECIALIST	Sedgwick County Employee who interfaces with team members, business owners, contractors, county project staff and others to assist in the administration of Sedgwick County's contracts.
DAY	Calendar day.
EFFECTIVE DATE	The date the Contract is signed by the County
FEDERALLY ASSISTED CONSTRUCTION CONTRACT	Means any agreement or modification for construction work that is paid for in whole or in part with funds obtained from any federal government program through a grant, contract, loan, insurance, or guarantee.
MEASURABLE AMOUNT OF WORK	A definitive allocation of an employee's time that can be attributed to Work performed under this Contract, but that is not less than a total of one hour in any one-week period.
PERSON	Includes individuals, associations, firms, companies, corporations, partnerships, or combination thereof, including joint ventures.
PRIME CONTRACTOR	Prime contractor means any person holding a contract for construction work.
PROJECT MANAGER	The individual designated by the County to manage the project on a daily basis and who may represent the County for Contract administration.
PUBLIC WORKS PROJECT	The construction, alteration, demolition, installation, or repair work done under a contract and paid in whole or in part out of public funds. A public works project may include preconstruction and post-construction activities related to the public works project.
SCOPE OF WORK (SOW)	An exhibit to the Contract consisting of a written description of the Work to be performed.

SITE OF CONSTRUCTION	The general physical location of the improvement to real property, including any building, roadway, or other improvement, which is undergoing construction, rehabilitation, alteration, conversion, extension, demolition, or repair, as well as any temporary location or facility at which a contractor, subcontractor, or other participating party performs a function relating to the contract or subcontract.
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**2. Contract Services and Requirements, and Incorporated Exhibits.**

The Contractor shall provide services and meet the requirements included in this Contract and in the following attached exhibits, each of which is incorporated herein by this reference:

EXHIBIT NAME	NUMBER/LETTER
Scope of Work (if applicable)	A
Price Attachment	B
Certification(s) of Insurance and Policy Endorsement	C
Sedgwick County RFP	D

SUBCONTRACTOR	The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.
SUBRECIPIENT	An entity that uses the awarded funds to carry out a program for a public purpose specified in the authorizing statute or ordinance, as opposed to providing goods or services for the benefit of the County.
WORK	Everything to be provided and done for the fulfillment of the Contract and shall include services, goods, supplies and/or construction activities specified under this Contract, including Contract Amendments.
ADMINISTRATOR	The Director of Finance and Business Operations Division.

Contractor's Proposal	E
Civil Rights Certification	F
Lobbying Certification	G
Cost Certification	H
Construction Certification (if applicable)	I

- A. Scope of Eligible Expenditures. Funds shall only be used to pay or reimburse eligible expenditures as described in Exhibit A. No funds may be used to pay or reimburse expenditures reimbursed under any other federal or state program, or from any other third-party source.

- B. Contractor Responsibilities. The funds provided under the Contract may come from a federal source. Contractor agrees to administer the Contract consistent with the terms and conditions of this Contract, in accordance with section 603(c) of the Act, the Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing, as well as any other applicable federal laws and regulations. As part of the invoicing process, the Contractor shall provide the County with a "Cost Certification" that funding of this Contract was used for eligible expenditures. Contractor shall also provide the County with a "Civil Rights Certification" prior to payment for work authorized by this Contract.
- C. Reporting. Contractor shall provide the County with the following reports in a timely manner:
  - i. Monthly / Quarterly Expenditure Report by the 10<sup>th</sup> of month following expenditure to facilitate required quarterly County reporting.
  - ii. Payment Request Report
  - iii. Closeout Report

**3. Contract Term.**

- A. The Contractor acknowledges that the allowed Federal Period of Performance for the federal funds provided for under this Contract is March 3, 2021 to December 31, 2026. However, the Sedgwick County Board of County Commissioners has appropriated funding for this Contract only for the current appropriation year ending on December 31, 2022.
- B. This Contract shall begin on **(Insert date)**, and shall terminate on December 31, 2024, unless extended or terminated earlier, pursuant to the terms and conditions of this Contract.

**4. Compensation and Method of Payment.**

A. Compensation:

The County shall compensate the Contractor for satisfactory completion of the services and requirements as specified in this Contract and its attached exhibit(s).

B. Invoicing:

The Contractor shall submit invoices and all accompanying reports as specified in the attached exhibit(s), including its final invoice and all outstanding reports. The County shall endeavor to make payment not more than 30 days after a complete and accurate invoice is received.

C. Final Invoice:

The Contractor shall submit its final invoice and all outstanding reports as specified in this contract and its attached exhibit(s). If the Contractor's final invoice and reports are not submitted as required, the County will be relieved of all liability for payment to the Contractor of the amounts set forth in the final invoice or any later invoice.

D. Reimbursement for Travel:

The Contractor will not be reimbursed for travel unless otherwise specified within an Exhibit.

5. **Internal Control and Accounting System.**

The Contractor shall establish and maintain a system of accounting and internal controls that complies with the generally accepted accounting principles issued by the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB), or both as is applicable to the Contractor's form of doing business.

6. **Debarment and Suspension Certification.**

If this Contract is a covered transaction for purposes of federally funded grant requirements, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. Debarment status may be verified at <https://www.sam.gov>. By signing and submitting this Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by Sedgwick County. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to Sedgwick County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while performing this Contract and further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. **Maintenance of Records.**

A. **Accounts and Records:**

- i. Contractor shall maintain ALL (100%) records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. These records shall be maintained for a period of six (6) years after the last date that all funds have been expended or returned to the County, whichever is later, to ensure proper accounting for all funds and compliance with the Contract.
- ii. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Contractor in order to conduct audits or other investigations.
- iii. The Contractor shall maintain for a period of six years after termination of this Contract accounts and records, including personnel, property, financial, and programmatic records and other such records the County may deem necessary to ensure proper accounting and compliance with this Contract.

B. Nondiscrimination and Equal Employment Records:

In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 24, Nondiscrimination and Payment of a Living Wage below, the Contractor shall maintain the following for a period of six years after termination of this Contract:

- i. Records of employment, employment advertisements, application forms, and other data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
- ii. Records, including written quotes, bids, estimates or proposals, submitted to the Contractor by all entities seeking to participate in this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

The County may visit the site of the work and the Contractor's office to review these records. The Contractor shall provide all help requested by the County during such visits and make the foregoing records available to the County for inspection and copying. At all reasonable times, the Contractor shall provide to the County, the state, and/or federal agencies or officials access to its facilities—including those of any subcontractor assigned any portion of this Contract in order to monitor and evaluate the services provided under this Contract. The County will give reasonable advance notice to the Contractor in the case of audits to be conducted by the County. The Contractor shall comply with all record keeping requirements of any applicable federal rules, regulations or statutes included or referenced in the contract documents. If different from the Contractor's address listed above, the Contractor shall inform the County in writing of the location of its books, records, documents, and other evidence for which review is sought, and shall notify the County in writing of any changes in location within 14 days of any such relocation.

8. Evaluations and Inspections.

A. Subject to Inspection, Review, or Audit:

The records and documents with respect to all matters covered by this Contract shall be subject at all time to inspection, review, or audit by the County and/or federal/state officials authorized by law during the performance of this Contract and for six years after termination hereof, unless a longer retention period is required by law.

B. Medical Records:

If applicable, medical records shall be maintained and preserved by the Contractor in accordance with state and federal medical records statutes, and standard medical records practice. The Contractor shall also be responsible for the maintenance and disposal of such medical records.

C. Contract Monitoring and Public Records Requests

The Contractor and the County shall engage in monitoring visits to assess the Contractor's compliance with contract requirements, quality, and practices. The County will execute monitoring visits in accordance with the applicable frequency, as prescribed by the controlling Exhibit under this Contract. The Contractor shall cooperate with the County and its agents to assess the Contractor's performance under this Contract. At the request of the County, the Contractor shall implement a plan to remedy any items of noncompliance identified during the monitoring process.

The results and records of these processes shall be maintained and disclosed in accordance with applicable state and federal law.

If the Contractor considers any portion of any record provided to the County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the applicable law. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor fourteen (14) days to obtain an injunction. If the Contractor fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. The County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

D. Performance, Measurement and Evaluation

The Contractor shall submit performance metrics and program data as set forth in Exhibits to this Contract. The Contractor shall participate in evaluation activities as required by the County and shall make available all information required by any such performance measurement and evaluation processes.

E. Unauthorized Disclosure:

The Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

9. **Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).**

The Contractor shall not use protected health information created or shared under this Contract in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Contractor shall read and maintain compliance with all HIPAA requirements at the U.S. Office of Civil Rights website: <https://www.hhs.gov/hipaa/index.html>.

10. **Financial Report Submission.**

The Contractor is required to submit a financial reporting package as described in A through C below. All required documentation must be submitted by email to [arpa@sedgwick.gov](mailto:arpa@sedgwick.gov) by the stated due date. [arpa@sedgwick.gov](mailto:arpa@sedgwick.gov)

- A. If the Contractor is a Non-Federal entity as defined in 2 CFR Part 200.69, and expends \$750,000.00 or more in Federal awards during its fiscal year, then the Contractor shall meet the audit requirements in 2 CFR Part 200 Subpart F. Audit packages are due to the County within nine months after the close of the Contractor's fiscal year.
- B. If the Contractor is a local government in the State of Kansas and is not subject to the requirements in subsection A, the Contractor shall submit audited financial statements that are in accordance with the Kansas State Auditor's Office requirements. Financial statement audits are due to the County within 150 days after the close of the Contractor's fiscal year end.
- C. If the Contractor is not subject to the requirements in subsection A or B, the following apply:

Entity Type	Non-Profit		For Profit	
Gross Revenue	Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.
Required Documentation	<ul style="list-style-type: none"> <li>Form 990 within 30 days of its being filed; and</li> <li>A full set of annual internal financial statements</li> </ul>	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm	<ul style="list-style-type: none"> <li>Income tax return; and</li> <li>A full set of annual internal financial statements</li> </ul>	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm
Due Date	Within 30 calendar days from the forms being filed.	Within nine months following the close of the Contractor's fiscal year.	Within 30 calendar days from the forms being filed.	Within nine months following the close of the Contractor's fiscal year.

- D. Waiver: *[reserved]*

11. **Corrective Action.**

If the County determines that the Contractor has failed to comply with any terms or conditions of this Contract, or the Contractor has failed to provide in any manner the work or services (each a "breach"), and if the County determines that the breach warrants corrective action, the following procedure will apply:



A. Written Notification:

The County will notify the Contractor in writing of the nature of the breach.

B. Contractor's Corrective Action Plan:

The Contractor shall respond with a written corrective action plan within fourteen days of its receipt of such notification unless the County, at its sole discretion, extends in writing the response time. The plan shall indicate the steps being taken to correct the specified breach and shall specify the proposed completion date for curing the breach. This date shall not be more 30 days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension to complete the corrective actions.

C. County's Determination of Corrective Action Plan Sufficiency:

The County will determine the sufficiency of the Contractor's proposed corrective action plan, then notify the Contractor in writing of that determination. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the County.

D. Termination or Suspension:

If the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may terminate or suspend this Contract in whole or in part pursuant to Section 13.

E. Withholding Payment:

In addition, the County may withhold any payment to the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and

F. Non-Waiver of Rights:

Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 13, Subsections B, C, and D.

G. Remedial Actions: In the event of Contractor's noncompliance with section 603(c) of the Act, Treasury's regulations implementing that section, guidance issued by Treasury regarding the foregoing, or any other applicable federal laws or regulations, Treasury may take available remedial actions as set forth in 2 C.F.R. 200.339.

H. Recoupment:

- i. Contractor agrees that it is financially responsible for and will repay the County any and all indicated amounts following an audit exception which occurs due to Contractor's failure, for any reason, to comply with the terms of this Contract. This duty to repay the County shall not be diminished or extinguished by the termination of the Contract.
- ii. In the event of a violation of section 603(c) of the Act, the funds shall be subject to recoupment by the County.

- iii. Any funds paid to Contractor (1) in excess of the amount to which Contractor is authorized to retain under the terms of the Contract; (2) that are determined by the Treasury Office of Inspector General to have been misused; (3) are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act; or (4) are otherwise subject to recoupment by the County, and have not been repaid by Contractor to the County shall constitute a debt to the County.
- iv. Any debts determined to be owed the County must be paid promptly by the Contractor. A debt is delinquent if it has not been paid by the date specified in the County's initial written demand for payment, unless other satisfactory arrangements have been made or if the County knowingly or improperly retains funds that are a debt. The County will take any actions available to it to collect such a debt.

12. **Dispute Resolution.**

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve the dispute under this section.

13. **Termination.**

A. **Termination for Convenience:**

This Contract may be terminated by the County without cause, in whole or in part, at any time during the term specified in Section 3, Contract Term above, by providing the other party 30 calendar days advance written notice of the termination. The Contract may be suspended by the County without cause, in whole or in part, at any time during the term specified in Section 3 above, by providing the Contractor 30 calendar days advance written notice of the suspension.

B. **Termination for Default:**

The County may terminate or suspend this Contract, in whole or in part, upon ten days advance written notice if: (1) the Contractor breaches any duty, obligation, or service required pursuant to this Contract and either (a) the corrective action process described in Section 11 fails to cure the breach or (b) the County determines that requiring a corrective action plan is impractical or that the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Contract is terminated by the County pursuant to this Subsection 13.B., the Contractor shall be liable for damages, including any additional costs of procuring similar services from another source.

If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, that have been paid to the Contractor by the County.

C. Termination for Non-Appropriation:

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Section 3, the County may, upon ten days advance written notice to the Contractor, terminate or suspend this Contract in whole or in part.

If the Contract is terminated or suspended as provided in this Section: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination or suspension; and (2) the Contractor shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination or suspension.

Funding or obligation under this Contract beyond the current appropriation year is conditional upon appropriation by the Sedgwick County Board of County Commissioners and/or other identified funding source(s) of sufficient funds to support the activities described in the Contract. If such appropriation is not approved, this Contract will terminate at the close of the current appropriation year. The current funding sources associated with this Contract are specified on page one.

If the Contract is suspended as provided in this Section, the County may provide written authorization to resume activities.

D. Non-Waiver of Rights:

Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or by law or equity that either party may have if any of the obligations, terms, and conditions set forth in this Contract are breached by the other party.

14. Hold Harmless and Indemnification.

A. Duties as Independent Contractor:

In providing services under this Contract, the Contractor is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law. The parties intend that an independent contractor relationship shall be created by this Contract. The Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract.

The Contractor shall protect, indemnify, defend and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing. The Contractor and Subcontractor(s) shall maintain and be liable for payment of all applicable taxes (except sales/use taxes), fees, licenses, permits and costs as may be required by applicable federal, state or local laws and regulations as may be required to provide the Work under this Contract.

B. Intellectual Property Infringement:

For purposes of this section, claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

C. Non-Disclosure of Data:

Data provided by the County either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the County data in any form without the prior express written approval of the County.

D. Non-Disclosure Obligation:

While performing the Work under this Contract, the Contractor may encounter personal information, licensed technology, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the County or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the County's or the third party's confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the County of such requirement prior to disclosure.

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E. Indemnification:

To the maximum extent permitted by law, Contractor shall, at its cost and expense, protect, defend, indemnify and hold harmless the County, its directors, officers, employees, and agents, from and against any and all demands, liabilities, causes of action, costs and expenses (including attorney's fees), claims, judgments, or awards of damages, arising out of or in any way resulting from the acts or omissions of Contractor, its directors, officers, employees, or agents, relating in any way to the Contractor's performance or nonperformance under the Contract. These indemnification obligations shall survive the termination of the Contract. The Contractor agrees that its obligations under this paragraph extend to any demands, liabilities, causes of action, or claims brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under any industrial insurance act, Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Contractor shall protect and assume the defense of the County and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to its indemnity obligation; and shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. If the County incurs any judgment, award, and/or cost arising therefrom including reasonable attorney's fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.

- F. Return of Unused Funds: If Contractor has any unspent funds on hand as of the earlier of December 31, 2024 or the termination of this Contract under Section 13, Contractor shall return all unspent funds to the County within ten (10) calendar days.

15. False Statements.

Contractor understands that making false statements or claims in connection with this Contract may be a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal or county awards or contracts, and/or any other remedy available by law.

16. Publications.

Any publications produced with funds from this Contract must display the following language: "This project [is being][was] supported, in whole or in part, by federal award number SLFRP2098 awarded to Sedgwick County, Kansas by the U.S. Department of the Treasury."

17. Disclaimer by the County and United States.

- A. The United States has expressly disclaimed any and all responsibility or liability to the County or third persons for the actions of the County or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of the award of Federal funds to the County under section 603(c) of the Act, or any contract or subcontract under such award.

- B. The County expressly disclaims any and all responsibility or liability to the Contractor or third persons for the actions of the Contractor or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Contract or any other losses resulting in any way from the performance of the Contract, or any subcontract thereto.
- C. This Contract does not in any way establish an agency relationship between or among the United States, the County, and/or Contractor.

18. **Protection for Whistleblowers.**

- A. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- B. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Contractor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- C. Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

19. **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 its their employees when operating company-owned, rented or personally owned vehicles.

20. **Reducing Text Messaging While Driving.**

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

21. **Insurance Requirements.**

Upon execution of this Contract, the Contractor, at its own cost, shall have procured and will maintain for the duration of this Contract, insurance as required in this Section 21. The Contractor shall furnish the County with certificates of insurance and endorsements certifying the issuance of all insurance required herein. All such evidence of insurance shall be signed by a properly authorized officer, agent, general agent, or qualified representative of the insurer(s), shall set forth the name of the insured(s), the type and amount of insurance, the location and operations to which the insurance applies, the inception and expiration dates, shall specify the form number of any endorsements issued to satisfy this Contract's insurance requirements, and state that the County shall receive notice at least thirty (30) days prior to the effective date of any cancellation, lapse, or material change in the policy. Contractor shall obtain and provide to the County, upon County's request, that same documentation regarding the insurance held by any Subcontractor that is not insured under Contractor's insurance.

In the event of a loss, County reserves the right to require complete, certified copies of all required insurance policies, including endorsements and riders, which may be redacted of any confidential or proprietary information. Contractor shall deliver such policies to the County within five (5) business days of County's request.

County's receipt or acceptance of Contractor's or any Subcontractor's evidence of insurance at any time without comment or objection, or County's failure to request certified copies of such insurance does not waive, alter, modify, or invalidate any of the insurance requirements set forth in this Section or, consequently, constitute County's acceptance of the adequacy of Contractor's or any Subcontractor's insurance or preclude or prevent any action by County against Contractor for breach of the requirements of this Section.

Each insurance policy shall be written on an "occurrence" form/basis; excepting that insurance for professional liability (errors and omissions), will be acceptable on a "claims made" form/basis.

If coverage is approved and purchased on a "claims made" form/basis, the coverage provided under that insurance policy shall be maintained either through policy renewals, or through the purchase of a tail/extended reporting period, if such renewals are unavailable, for not less than three (3) years from the date of completion of the Work which is the subject of this Contract. All insurance written on a "claims made" form/basis must have its policy inception or retroactive date be no later than the Effective Date of the Contract, unless otherwise in writing by the County's Risk Management Office.

County shall receive notice at least thirty (30) days prior to the effective date of any cancellation, lapse or material change in the policy.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor, or that of any Subcontractor, under this Contract or in any way limit County's potential recovery to insurance limits required hereunder. To the contrary, this Contract's insurance requirements may not in any way be construed as limiting any potential liability to County or County's recovery from Contractor. Contractor and its Subcontractor(s) shall assess their own risks and if they deem appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

A. Minimum Scope and Limits of Insurance

The Contractor shall maintain the following types of insurance and minimum insurance limits and requirements:

- i. Commercial General Liability: \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for bodily injury, personal and advertising injury, and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01 current edition. Such insurance shall include coverage for, but not limited to, ongoing operations, products and completed operations, and contractual liability. Such limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status to the County.
- ii. Professional Liability (Errors and Omissions): \$1,000,000.00 per claim and in the aggregate.
- iii. Automobile Liability: \$500,000.00 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CA 0001 current edition, covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9. Such limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy.
- iv. Workers' Compensation: : Workers Compensation coverage, as required by the Industrial Insurance Act of the State of Kansas, as well as any similar coverage required for this Work and Services by applicable federal or "Other States" State law
- v. Employers' Liability or "Stop Gap" coverage: \$1,000,000.00 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers' Liability), or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability policy.

B. Other Insurance Provisions and Requirements

- i. All required liability policies purchased and maintained by Contractor and any Subcontractor, except professional liability (errors and omissions) and workers compensation policies, shall contain or be endorsed to contain the following provisions: The County, its officials, employees and agents shall be covered as additional insured, for full coverage and policy limits, as respects liability arising out of ongoing and completed Work performed by or on behalf of the Contractor, its agents, representatives, employees or Subcontractor(s) in connection with this Contract. Coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85, or:

- (1) CG 20 10, CG 20 26, C 20 33, or CG 20 38 (ongoing operations), and if applicable;
- (2) CG 20 37 (products/completed operations), and if applicable;
- (3) CG 20 15 (products only) forms

or their substantive equivalent. **The County requires the endorsement(s) to complete the Contract.**



All required liability policies purchased and maintained by Contractor or any Subcontractor(s) shall contain or be endorsed to contain the following provisions:

Coverage shall be primary insurance as respect the County, its officials, employees, and agents. Any insurance or self-insurance maintained by the County, its officials, employees or agents shall not contribute with the Contractor's or Subcontractor's insurance or benefit the Contractor or any Subcontractor, or their respective insurers in any way.

Insurance shall expressly state that it applies separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

C. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions of the policies shall not in any way limit County's right to coverage under the required insurance, or to Contractor's or any Subcontractor's liability to the County, and shall in all instances be the sole responsibility of Contractor or Subcontractor.

D. Acceptability of Insurers

Unless otherwise approved by the County:

Insurance coverage is to be placed with insurers with an A.M. Best rating of no less than A: VIII

Professional Liability (Errors and Omissions) insurance coverage may be placed with insurers with an A.M. Best rating of B+.

If at any time any of the foregoing policies fail to meet the above stated requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for review.

E. Subcontractors

The Contractor shall include all Subcontractors as insureds under its policies or, alternatively, the Contractor must require each of its Subcontractors to procure and maintain appropriate and reasonable insurance coverage and insurance limits to cover each of the Subcontractor's liabilities given the Subcontractor's scope of work and the services being provided herein. To the extent reasonably commercially available, insurance maintained by any Subcontractor must comply with the specified requirements of sections 3.3 through 3.6 (inclusive) above, including the requirement that all liability insurance policies (except Professional Liability and Workers' Compensation) provided by the Subcontractor(s) must include County, its officials, agents, and employees as additional insured for full coverage and policy limits. Contractor is obligated to require and verify that each Subcontractor maintains the required insurance and ensure that County is included as additional insured. Upon request by County, and within five (5) business days, Contractor must provide evidence of each Subcontractor's insurance coverage, including endorsements.

F. Work Site Safety

The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable federal, state and local safety regulations governing the job site, employees and Subcontractors. The Contractor shall be responsible for the Subcontractor's compliance with these provisions.

22. **Bonding Requirements.**

As required by 2 CFR § 200.326, for construction or facility improvement contracts or subcontracts exceeding the Federal Simplified Acquisition Threshold, the minimum requirements must be followed:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. **The** “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

23. **Assignment.**

Contractor shall not assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the County. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party upon the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

If at any time during the Contract term the Contractor experiences a change in its name or federal tax status either through acquisition, novation, assignment, re-organization or some other change that affects its Taxpayer Identification Number (TIN) or Tax Reporting Name, it shall notify Sedgwick County immediately upon the information becoming publicly available. This notification shall be sent by the Contractor to the current Sedgwick County Contract Specialist via email along with:

- A. Any official announcements from the firm’s representative(s) regarding the changes;
- B. A new Sedgwick County W-9.
- C. A current statement, listing of unfilled orders and electronic versions of all outstanding invoices and credit memos at the time of the change shall be provided to the Contract Specialist as soon as possible.

Any delay on the part of the Contractor to provide these items to the Contract Specialist may result in the delay of payment and orders. The County may create a new contract number to replace the existing one. All future orders and Contracts Amendments will reference the new contract number.

24. **Subcontracting.**

A. **Written Consent of the County:**

The Contractor shall not subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. The County’s consent must be sought in writing by the Contractor not less than 15 days prior to the date of any proposed subcontract.

The rejection or approval by the County of any subcontractor or the termination of a subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to the County.

In no event will the existence of the subcontract operate to release or reduce the liability of Contractor to the County for any breach in the performance of Contractor's duties.

The County has no contractual obligations to any subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its subcontractors.

B. "Subcontract" Defined:

"Subcontract" shall mean any agreement between the Contractor and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.

C. Required Clauses for Subcontracts:

The Contractor shall include Sections:

Section #	Description
1	Contractor capacity, technical assistance, compliance with Act and Definitions section
5	Internal Control and Accounting System
7	Maintenance of Records
8	Evaluations and Inspections
10	Financial Report Submission
14	Hold Harmless and Indemnification
15	False Statements
16	Publications
17	Disclaimer by the County and United States
18	Protection of Whistleblowers
19	Increasing Seat Belt Use in the United States
20	Reducing Text Messaging While Driving
21	Insurance Requirements
24	Subcontracting
25	Nondiscrimination and Payment of a Living Wage
26	Conflict of Interest
34	Services Provided in Accordance with Law and Rule and Regulation
35	Applicable Law
40	Payment Procedures: Prompt Payment for Subcontractors
46	Background Checks
47	Subaward Language

in every subcontract or purchase agreement for services that relate to the subject matter of this Contract.

D. Required Language for Subcontracts:

The Contractor shall include the following language verbatim in every subcontract for services which relate to the subject matter of this Contract:

“Subcontractor shall protect, defend, indemnify, and hold harmless Sedgwick County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that Sedgwick County is a third-party beneficiary to its Contract with Contractor and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph.”

25. **Nondiscrimination and Payment of a Living Wage.**

- A. The Contractor shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.
- B. **Nondiscrimination:**  
During performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of the employee’s or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Contractor will make equal employment opportunity efforts to ensure that applicants and employees are treated equitably, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age.
- C. *[reserved]*
- D. **Equal Employment Opportunity Efforts:**  
The Contractor will undertake, and require all Subcontractors to undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Equal employment opportunity efforts 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 apprenticeships. The Contractor agrees to post, and to require Subcontractors to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause.
- E. **Nondiscrimination in Subcontracting Practices:**  
During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

F. Sanctions for Violations:

Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of Contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by Contract and by applicable law.

26. **Conflict of Interest.**

*Contractor understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Contractor and subrecipients must disclose in writing any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.*

Entering into this Contract with the County requires that the Contractor agree to abide by certain provisions of the Sedgwick County Employee Code of Ethics, including those relating to conflicts of interest and the employment of current or former County employees.

A. Penalties:

The Contractor agrees that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any county official or employee. The Contractor acknowledges that if it is found to have violated the prohibition found in this paragraph, its current contracts with the County will be cancelled and it shall not be able to bid on any County contract for a period of two years.

27. **Equipment Purchase, Maintenance, and Ownership.**

A. Equipment Maintenance:

The Contractor agrees that when Contract funds are used to pay for all or part of the purchase costs of any equipment that costs \$5,000.00 or more per item, and the purchase of such equipment is identified in an exhibit to this Contract, such equipment is, upon the purchase or receipt, the property of the County and/or federal/state government. The Contractor shall be responsible for all proper care and maintenance of the equipment, including securing and insuring such equipment.

B. Equipment Ownership:

The Contractor shall ensure that all such equipment is returned to the County or federal/state government upon termination of this Contract unless otherwise agreed upon by the parties.

28. **Proprietary Rights.**

A. **Ownership Rights of Materials Resulting from Contract:**

Except as indicated below or as described in an Exhibit, the parties to this Contract hereby agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. To the extent that any rights in such materials vest initially with the Contractor by operation of law or for any other reason, the Contractor hereby perpetually and irrevocably assigns, transfers, and quitclaims such rights to the County. The County agrees to and does hereby grant to the Contractor a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

B. **Ownership Rights of Previously Existing Materials:**

The Contractor shall retain all ownership rights in any pre-existing patentable or copyrightable materials or articles that are delivered under this Contract, but do not originate from the work described herein. The Contractor agrees to and does hereby grant to the County a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any pre-existing material or article and use any method that may be delivered as part of the work under this Contract.

C. **Continued Ownership Rights:**

The Contractor shall sign all documents and perform other acts as the County deems necessary to secure, maintain, renew, or restore the rights granted to the County as set forth in this section.

29. **Political Activity Prohibited.**

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

30. **Future Support.**

The County makes no commitment to support contracted services and assumes no obligation for future support of the contracted activity(-ies), except as expressly set forth in this Contract.

31. **Entire Contract.**

The parties agree that this Contract is the complete expression of the described subject matter, and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of this Contract.

32. **Contract Amendments.**

Either party may request changes to this Contract. Proposed changes that are mutually agreed upon shall be incorporated only by written amendments to this Contract.

33. **Notices.**

Whenever this Contract provides for notice by one party to another, such notice shall be in writing and directed to each party's contact representative indicated within the contract exhibits. Any time within which a party must take some action shall be computed from the date that any associated required notice is received by that party.

Unless otherwise specified in the Contract, all notices or documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when received at the addresses first set forth below via certified or registered first class mail, return receipt requested, personal delivery or electronic mail. However, if any of the following occur: "notice to cure" a default, Contractor communication in connection with an alleged default, or notice of termination, such notice or communication shall only be delivered personally, or by certified or registered first class mail, return receipt requested.

<b>SEDGWICK COUNTY</b>	<b>CONTRACTOR</b>
<b>Project Manager</b>	[Contact Name]
Sedgwick County	
100 N. Broadway Ste 650	
Wichita, Kansas 67202	[City], [State]
316-660-9340 (Telephone)	[Telephone Number]
contractnotification@sedgwick.gov	[Email Address]
316-660-9351 (Fax)	[Fax Number]

34. **Services Provided in Accordance with Law and Rule and Regulation.**

The Contractor and any subcontractor agree to abide by the laws of the State of Kansas, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

If there is an irreconcilable conflict between any of the language contained in any exhibit or attachment to this Appendix C, the language in this Appendix C shall control over the language contained in the exhibit or the attachment, unless the exhibit provision expressly indicates that it controls over inconsistent appendix language. If there is conflict among requirements set forth in exhibits, language contained in the lower numbered exhibit shall control unless the higher numbered exhibit provision expressly indicates that it controls over inconsistent lower numbered exhibit language.

35. **Applicable Law.**

- A. This Contract shall be construed and interpreted in accordance with the laws of the State of Kansas. The venue for any action hereunder shall be in the District Court for Sedgwick County, Kansas.

- B. Contractor agrees to comply with the requirements of section 603 of the Act, the Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Contractor also agrees to comply with all other applicable federal laws, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this Contract.
- C. Federal regulations applicable to this award include, without limitation, the following:
- D. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, including the following:
  - i. Subpart A, Acronyms and Definitions;
  - ii. Subpart B, General Provisions;
  - iii. Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards;
  - iv. Subpart D, Post-Federal Award Requirements;
  - v. Subpart E, Cost Principles; and
  - vi. Subpart F, Audit Requirements.
- E. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- F. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- G. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- H. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- I. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- J. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- K. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- L. Generally applicable federal environmental laws and regulations.
- M. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
  - i. 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;



- ii. 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;
- iii. 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;
- iv. 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
- v. 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;
- vi. Hatch Act. Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits certain political activities of federal employees, as well as certain other employees who work in connection with federally funded programs.

N. PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (2 CFR 183)

- i. The Contractor must exercise due diligence to ensure that none of the funds, including supplies and services, received under this Contract are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities. The Contractor must terminate or void in whole or part any subcontract with a person or entity listed in the System Award Management Exclusions (SAM) as a prohibited or restricted sources pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subcontract.
- ii. The Federal awarding agency has the authority to terminate or void this Contract, in whole or in part, if the Federal awarding agency becomes aware that the Contractor failed to exercise due diligence as required by paragraph A of this clause or if the Federal awarding agency becomes aware that any funds received under this Contract have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- iii. In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the Contractor and its Subcontracts to the extent necessary to ensure that funds, including supplies and services, available under this Contract are not provided, directly or indirectly, to a person or entity that is actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations.
- iv. The Contract must include the substance of this clause, including paragraph, in subcontracting agreements that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.

- O. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (CFR 200.216)
- i. Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:
  - ii. Contractor and Subcontractor are prohibited from obligating or expending contract funds to:
    - a. Procure or obtain; or
    - b. Extend or renew a contract to procure or obtain; or
    - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses 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 telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
      - 1. For the purpose 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 Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
      - 2. Telecommunications or video surveillance services provided by such entities or using such equipment.
      - 3. 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.
- P. DOMESTIC PREFERENCES FOR PROCUREMENTS (CFR 200.322)
- i. As appropriate and to the extent consistent with law, the 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). The requirements of this section must be included in all subcontracting agreements and purchase orders for work or products under this contract.
  - ii. For purposes of this section:
    - a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.
    - b. "Manufactured products" means items and construction material 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.

- Q. CLEAN AIR ACT (42 U.S.C. 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED

For contracts in excess of \$150,000, contractors (including subgrantees, subrecipients, and subcontractors) 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 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).

36. **No Third-Party Beneficiaries.**

Except for the parties to whom this Contract is assigned in compliance with the terms of this Contract, there are no third party beneficiaries to this Contract, and this Contract shall not impart any rights enforceable by any person or entity that is not a party hereto.

37. **Non-Waiver of Breach.**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County modify the terms of the Contract or constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

38. **Emergency Response Requirements.**

Within three months of the execution of this Contract, the Contractor shall prepare and make available to the County upon request, the necessary plans, procedures and protocols to:

- A. Respond to and recover from a natural disaster or major disruption to Contractor operations such as a work stoppage.
- B. Continue operations during a prolonged event such as a pandemic.

If the Contractor does not have any such plan as of the start of this Contract, the Contractor may request (i) an extension of the time needed to create a plan, and (ii) for assistance from the County in preparing such a plan.

At a minimum, any plans, procedures, or protocols described in this section must include how the Contractor plans to continue to provide the services described in or funded by this Contract.

39. **Contractor Certification.**

By signing this Contract, the Contractor certifies that, in addition to agreeing to the terms and conditions provided herein, it has read and understands all contracting requirements as contained in this Contract and the Exhibits and Attachments hereto.

40. **Payment Procedures; Prompt Payment of Subcontractors.**

For Work Accepted by the County the Contractor shall furnish invoices to Sedgwick County Finance, Accounts Payable. Invoices may be submitted electronically (AP\_Invoices@sedgwick.gov), via fax (316.941.5127), or by mail to the following address: Sedgwick County Finance, Attention: Accounts Payable, 100 N. Broadway, Ste. 610, Wichita, Kansas 67202. All invoices shall contain the following information:

- A. Invoice date
- B. Purchase order number (if provided by Sedgwick County)
- C. Ship to address/location
- D. Remit address
- E. Item number(s)
- F. Description of supplies or services
- G. Quantities
- H. Unit prices
- I. Subtotal and totals amount
- J. Discount terms or amount, if applicable
- K. Applicable sales tax with correct tax rate based on destination

For each item invoiced, provide the complete description of the products, services, phases or milestones Accepted, hours worked and Contract hourly rates, or authorized fees.

The County will not be bound by prices contained in an invoice that are higher than those in Exhibit B, or if not used as part of this Contract, then the current price list for this Contract approved by the County. Within thirty (30) Days after receipt of an invoice, the County shall pay the Contractor for Accepted Work, upon acceptance of payment Contractor waives any claims for the Work covered by the invoice.

If the Contractor is registered with the State of Kansas it shall add all applicable State sales or use taxes to each invoice and upon receipt of the payment promptly remit appropriate amounts to the State of Kansas, or the County will make payment directly to the State.

The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Subcontract within ten (10) Days from the receipt of each payment the Contractor receives from the County.

41. **Pricing.**

Prices shall remain firm for the duration of the Contract. The Contractor may request a price change(s) in writing delivered to the County. The Contractor shall provide documentation satisfactory to the County in support of its request, such as changes to the Producers Price Index for the commodity, the Consumer Price Index for the Wichita MSA, or a manufacturer's published notification of price change(s). The County reserves the right, in its sole discretion, to grant the request as submitted, engage the Contractor in a discussion about modifications to the request, or deny the request in its entirety. Any change in pricing granted by the County shall be affected through a Contract Amendment instituting the price adjustment and establishing an effective date.

42. **Shipping Charges (remove if not needed).**

All prices shall include freight FOB to the designated delivery point. The County shall reject requests for additional compensation for freight charges.

43. **Other Public Agency Orders.**

Other federal, state, county and local entities may utilize the terms and conditions established by this Contract if agreeable to all parties. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

44. **Force Majeure.**

The term “force majeure” shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract; provided, however, “force majeure” shall not include the COVID-19 pandemic which is ongoing as of the date of the execution of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including termination for default.

45. **Severability.**

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

46. **Background Checks.**

Contractor warrants and represents that each and every Contractor employee can meet the following requirements: (a) No convictions within the past ten (10) years for crimes involving computers, moral turpitude, including fraud, perjury, dishonesty; and (b) No adverse employment actions within the past ten (10) years regarding dishonesty or the use or misuse of computers.

Contractor employees needing access to secure areas, records, or systems may be required to complete a security/background check by the County. The County may require Contractor’s employees, agents, consultants or Subcontractors to complete a brief questionnaire and complete fingerprinting as part of the investigation process. The required background check will review and evaluate driving records, criminal records, employment histories, military records, personal and employment references and related information. Contractor employees failing the background check may, at the sole discretion of the County, be restricted from working within secured areas or with County systems in any capacity. The Contractor will assign alternative staff who have passed the background check to meet the requirements of the Contract.

47. **Subaward Language.**

Pursuant to 2 C.R.F. Part 200.320, an agency must make a determination whether the scope of work falls under a Subrecipient or Contractor relationship. The non-Federal entity may concurrently receive Federal awards as a recipient, a subrecipient, and a contractor, depending on the substance of its agreements with Federal awarding agencies and pass-through entities. Therefore, a pass-through entity must make case-by-case determinations whether each agreement it makes for the disbursement of Federal program funds casts the party receiving the funds in the role of a subrecipient or a contractor. The Federal awarding agency may supply and require recipients to comply with additional guidance to support these determinations provided such guidance does not conflict with this section.

- A. **Subrecipients.** A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient. Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:
- i. Determines who is eligible to receive what Federal assistance;
  - ii. Has its performance measured in relation to whether objectives of a Federal program were met;
  - iii. Has responsibility for programmatic decision making;
  - iv. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
  - v. In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.
- B. **Contractors.** A contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the contractor. Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the contractor:
- i. Provides the goods and services within normal business operations;
  - ii. Provides similar goods or services to many different purchasers;
  - iii. Normally operates in a competitive environment;
  - iv. Provides goods or services that are ancillary to the operation of the Federal program; and
  - v. Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

- C. Use of Judgment in Making Determination. In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a subrecipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract.

If the agency determines that the scope of work falls under a subrecipient relationship, all of the information below must be included in any subaward agreement:

(i) Subrecipient agency name (which must match the name associated with its unique entity identifier);	
(ii) Subrecipient agency's unique entity identifier (UEI);	
(iii) Federal Award Identification Number (FAIN) or Federal;	SLFRP2098
(iv) Federal Award Date;	March 3, 2021 through [December 31, 2024]
(v) Subrecipient agency Period of Performance Start and End Date;	March 3, 2021 through [December 31, 2024]
(vi) Amount of Federal Funds Obligated to the subrecipient agency by this action;	
(vii) Total Amount of Federal Funds Obligated to the subrecipient agency;	
(viii) Total Amount of the Federal Award committed to the subrecipient;	
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS – SEDGWICK COUNTY
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official	Federal Awarding Agency: DEPARTMENT OF THE TREASURY  Pass-Through Entity: SEDGWICK COUNTY (PROJECT MANAGER NAME) (PROJECT MANAGER TITLE) contractnotification@sedgwick.gov
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	21.027 (May 28, 2021)
(xii) Identification of whether the award is R&D; and	No
(xiii) Indirect cost rate for the Federal Award	
Is the agency a subrecipient for the purposes of this agreement?	Yes

The subawardee must be in compliance with the below and must note the required information in their subaward agreements:

- (1) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and
- (2) Appropriate terms and conditions concerning closeout of the subaward.
- (3) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award;
- (4) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;
- (5) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:
  - (a) The subrecipient's prior experience with the same or similar subawards;
  - (b) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program;
  - (c) Whether the subrecipient has new personnel or new or substantially changed systems; and
  - (d) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).
- (6) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in § 200.207 Specific conditions.
- (7) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
  - (a) Reviewing financial and performance reports required by the pass-through entity.
  - (b) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
  - (c) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by § 200.521 Management decision.



- (8) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
- (a) Providing subrecipients with training and technical assistance on program-related matters; and
  - (b) Performing on-site reviews of the subrecipient's program operations;
  - (c) Arranging for agreed-upon-procedures engagements as described in § 200.425 Audit services.
- (9) Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in § 200.501 Audit requirements.
- (10) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
- (11) Consider taking enforcement action against noncompliant subrecipients as described in § 200.338 Remedies for noncompliance of this part and in program regulations.

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