

**SEDGWICK COUNTY ADULT DETENTION FACILITY
LOCK RETROFIT, CAMERA ADDITION AND MASTER CONTROL ROOM REMODEL**

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

INVITATION FOR BIDS

PROJECT: **Sedgwick Co Adult Detention Facility – Lock Retrofit,
Camera Addition & Master Control Rm Remodel**
141 W. Elm Street
Wichita, KS 67203

COUNTY BID NUMBER: 23-0042

PRE-BID MEETING:

A pre-bid meeting will be held on site. Bidders are to meet at 141 W. Elm Street, Wichita, KS 67203 beginning at 9:00 a.m. on Wednesday, July 19, 2023.

Attendance is **Mandatory**. 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. **It is strongly recommended that any Electrical Contractors who plan to bid this project attend the pre-bid meeting.**

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 Theresa Rhodes, ARPA Purchasing Agent, at Theresa.Rhodes@sedgwick.gov no later than 5:00 p.m. on Friday, July 28, 2023.**

RESPONSES TO INVITATION FOR BID:

PLEASE NOTE ADDRESS CHANGE FOR PURCHASING DEPARTMENT.

100 N. Broadway Avenue, Suite 610, Wichita, Kansas 67202

Responses will be received in the Sedgwick County Purchasing Department, located in the Finance Department until 1:45 p.m. on Tuesday, August 22, 2023. Late Bids will not be accepted and will not be considered for award recommendation.

Purchasing is now offering the option of electronic bid submission.

Should you elect to participate **with an electronic response, the RFB number MUST be entered on the subject line** and email the entire document with supplementary materials to:

Purchasing@sedgwick.gov

Should you elect to participate with a physical response, the response must be sealed and marked on the lower left-hand corner with the firm name and address, RFB number, and the response due date. Submit one (1) original AND one (1) electronic copy (.PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to: Buyer's Name, Sedgwick County Purchasing Department, 100 N. Broadway, Suite 610, Wichita, KS, 67202.

Again, submittals are due **NO LATER THAN 1:45 pm on Tuesday, August 22, 2023.** **If you have any questions or difficulties, please contact Purchasing at Purchasing@sedgwick.gov or call (316) 660-7255 for assistance.** Late or incomplete responses will not be accepted and will not receive consideration for final award.

If you choose to send a hard copy of your bid, Sedgwick County will not accept submissions that arrive late due to the fault of the U.S. Postal Service, United Parcel Service, DHL, FedEx, or any other delivery/courier service.

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BID RESPONSES WILL BE OPENED AT: 2:15 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 or you may listen in as the bids/responses are read into the record. If you would like to listen in, please dial our Meet Me line @ (316) 660-7271 at 2:15 pm.

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 Co. Adult Detention Facility-Lock Retrofit Camera Addition & Master Control Rm 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, August 31, 2023**, 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 6, 2023, although this date could change.**

PROJECT SCOPE:

The Project consists of the alteration of the Master Control Room, retrofitting of existing pneumatic locks to electromechanical at all direct and indirect pod cell doors, and addition of cameras throughout the detention facility.

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:

Theresa Rhodes, ARPA Purchasing Agent
100 N. Broadway Avenue, Suite 610
Wichita, KS 67202 Telephone: (316) 660-7218 Fax: (316) 660-7218
E-mail: Theresa.Rhodes@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

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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. 3rd Street, Suite 323
Wichita, Kansas 67202
Telephone: (316) 660-9080 Fax: (316) 383-7509
E-mail: 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

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.

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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.
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 general contractors 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 Co Adult Detention Facility –
Lock Retrofit, Camera Addition & Master Control Rm 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 Co Adult Detention Facility –
Lock Retrofit, Camera Addition & Master Control Rm Remodel
COUNTY BID NUMBER 23-0042**

as prepared by the Architect Justin Graham, AIA, NCARB:

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 Co Adult Detention Facility –
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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 (5%) 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 Co Adult Detention Facility –
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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

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as prepared by the Architect Justin Graham, AIA, NCARB:

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 _____

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_____ Dollars (\$_____).

ALTERNATES:

_____ Dollars (\$_____).

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

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

11. **AGREEMENTS:**
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- 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 (5%) 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.

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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, 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 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 Co Adult Detention Facility –
Lock Retrofit, Camera Addition & Master Control Rm 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.

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

Builder's Risk Insurance:	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.
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**Sedgwick Co Adult Detention Facility –
Lock Retrofit, Camera Addition & Master Control Rm Remodel**

EXHIBIT A

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Automobile Liability:	
Combined single limit	\$500,000.00
Umbrella Liability:	
Following form for both the general liability and automobile	
<input checked="" type="checkbox"/> Required/ <input type="checkbox"/> Not Required	
Each Claim	\$1,000,000.00
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Professional Liability/ Errors & Omissions Insurance:	
<input type="checkbox"/> Required/ <input checked="" type="checkbox"/> Not Required	
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Each Claim	\$1,000,000.00
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**Sedgwick Co Adult Detention Facility –
Lock Retrofit, Camera Addition & Master Control Rm 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
_____, 2023, for improvements described as the

**Sedgwick Co Adult Detention Facility –
Lock Retrofit, Camera Addition & Master Control Rm Remodel
141 W. Elm Street
Wichita, Kansas 67203
RFB#: 23-0042**

(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 _____, 2023.

Principal _____

Title _____

Surety _____

Title _____

**Sedgwick Co Adult Detention Facility –
Lock Retrofit, Camera Addition & Master Control Rm 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 _____, 2023 entered into a contract with the County for the construction described as **Sedgwick Co Adult Detention Facility – Lock Retrofit, Camera Addition & Master Control Rm Remodel, 141 W. Elm Street, Wichita, Kansas 67203** in accordance with the Contract Documents, RFB #23-0042.

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 conveys 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 Co Adult Detention Facility –
Lock Retrofit, Camera Addition & Master Control Rm 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 _____, 2023, 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 Co Adult Detention Facility –
Lock Retrofit, Camera Addition & Master Control Rm Remodel
714 N. Main Street
Wichita, Kansas 67203**

RFB #23-0027

“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 _____, 2023.

(SEAL) Secretary

**Sedgwick Co Adult Detention Facility –
Lock Retrofit, Camera Addition & Master Control Rm 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.

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

Builder's Risk Insurance:	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.
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PROJECT SUBCONTRACTING WORK SHEET

Project Name: Sedgwick Co Adult Detention Facility – Lock Retrofit, Camera Addition & Master Control Rm Remodel

Check here if you are not using subcontractors __

RFB Bid #:	23-0027
General Contractor:	
Created by:	

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 backup 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).

	Subcontractor Name and Address	Type	Jurisdiction Name & Minority Certification # (if vendor has one)	Description of Services	Date of Work	Dollar Value of work
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".

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

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

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

Contractor's Name: _____

Contractor's UEI Number: _____

Contract Amount: _____

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

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

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

Contractor agrees _____ *Initials of Authorized Representative of Contractor*

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

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

Contractor agrees _____ *Initials of Authorized Representative of Contractor*

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

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. Contractor will not discharge, or in any other manner discriminate against, any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.
4. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor

pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole, or in part, and Contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor agrees _____ *Initials of Authorized Representative of Contractor*

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

Further, Contractor shall comply with the Copeland "Anti-Kickback" Act (40 USC 3145) and the requirements of 29 CFR Part 3, as applicable. Among other requirements that may apply, Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Contractor agrees _____ *Initials of Authorized Representative of Contractor*

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

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

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

Contractor agrees _____ *Initials of Authorized Representative of Contractor*

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

Contractor agrees _____ *Initials of Authorized Representative of Contractor*

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

Contractor agrees _____ *Initials of Authorized Representative of Contractor*

H. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, Contractor is required to verify that none of Contractor's principals (defined at 2 CFR 180.995) or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935). Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any subcontractor or other lower tier covered transaction it enters into.

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

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

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

1. No Federal appropriated funds have been paid or will be paid for on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative

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

2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the contract documents for all covered contracts exceeding \$100,000 in Federal funds at all appropriate tiers and that all subcontractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
4. Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 USC Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure.

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

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

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

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

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

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

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

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

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

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

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

L. As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products).

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

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

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

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

FEDERAL AWARDING AGENCY REQUIRED PROVISIONS

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

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

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

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

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

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

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

Contractor's Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Email Address: _____

Printed Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorize Representative: _____

Date: _____