

PROVISIONS FOR PROJECTS FUNDED BY FEDERAL GRANT PROGRAMS

When Sedgwick County (County) is the Recipient or Subrecipient of United States federal grants and will utilize these funds to purchase goods or services from this Contract will be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200.

A. **Breach of Contract.**

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

B. **Termination for Cause or Convenience.**

The County reserves the right to immediately terminate any agreement in excess of \$10,000 for a breach or default of the agreement by Supplier/Contractor in the event Supplier/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 owned as related to this agreement; and (3) otherwise perform in accordance with the contract and/or the procurement solicitation.

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

C. **Equal Employment Opportunity.**

Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

During the performance of this contract, the Supplier/Contractor agrees as follows:

1. The Supplier/Contractor will not discriminate against any employee or recipient or sub-recipient for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Supplier/Contractor will take affirmative action to ensure that recipient or sub-recipients 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. The Supplier/Contractor agrees to post in conspicuous places, available to employees and recipient or sub-recipients for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Supplier/Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Supplier/Contractor, state that all qualified recipient or sub-recipients will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Supplier/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 the said labor union or workers' representatives of the Supplier/Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and recipient or sub-recipients for employment.
4. The Supplier/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.
5. The Supplier/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, or pursuant thereto, and will permit access to his 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.
6. In the event of the Supplier/Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Supplier/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.
7. The Supplier/Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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. The Supplier/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 a Supplier/Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Supplier/Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The recipient or sub-recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the recipient or sub-recipient so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The recipient or sub-recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Supplier/Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The recipient or sub-recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Supplier/Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Supplier/Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the recipient or sub-recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the recipient or sub-recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such recipient or sub-recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

Supplier/Contractor certifies that during the term of an award for all contracts by the County resulting from this procurement process, Supplier/Contractor must comply with applicable requirements as referenced above.

D. Davis-Bacon Act, As Amended (40 U.C.S. § 3141-3148).

When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed

and Assisted Construction”). In accordance with the statute, Supplier/Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Supplier/Contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Supplier/Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Supplier/Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier/Contractor must be in compliance with all applicable Davis-Bacon Act provisions.

Supplier/Contractor certifies that during the term of an award for all contracts by the County resulting from this procurement process, Supplier/Contractor must comply with applicable requirements as referenced above.

E. Copeland “Anti-Kickback” Act.

Supplier/Contractor. The Supplier/Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The Supplier/Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Supplier/Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Supplier/Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

F. Contract Work Hours And Safety Standards Act (40 U.S.C. § 3701-3708).

1. **Overtime requirements.** No Supplier/Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5) the Supplier/Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Supplier/Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 (b)(1) of this section (29 C.F.R. §5.5), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5).
3. **Withholding for unpaid wages and liquidated damages.** The grant recipient or sub-recipient 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 the Supplier/Contractor or subcontractor under any such contract or any other federal contract with the same prime Supplier/Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Supplier/Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Supplier/Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section (29 C.F.R. §5.5).
4. **Subcontracts.** The Supplier/Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section (29 C.F.R. §5.5) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Supplier/Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section (29 C.F.R. §5.5).

Supplier/Contractor certifies that during the term of an award for all contracts by the County resulting from this procurement process, Supplier/Contractor must comply with applicable requirements as referenced above.

G. Rights To Inventions Made Under A Contract Or Agreement.

If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative

Agreements,” and any implementing regulations issued by the awarding agency. Supplier/Contractor certifies that during the term of an award for all contracts by the County resulting from this procurement process, Supplier/Contractor must comply with applicable requirements as referenced above.

H. Clean Air Act (42 U.S.C. § 7401-7671q.) And The Federal Water Pollution Control Act (33 U.S.C. § 1251-1387).

Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier/Contractor certifies that during the term of an award for all contracts by the County resulting from this procurement process, Supplier/Contractor must comply with applicable requirements as referenced above.

I. Debarment And Suspension (Executive Orders 12549 And 12689).

A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier/Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. Supplier/Contractor certifies that during the term of an award for all contracts by the County resulting from this procurement process, Supplier/Contractor must comply with applicable requirements as referenced above.

J. Byrd Anti-Lobbying Amendment, As Amended (31 U.S.C. § 1352).

Supplier/Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency. Supplier/Contractor certifies that during the term of an award for all contracts by the County resulting from this procurement process, Supplier/Contractor must comply with applicable requirements as referenced above.

If applicable, Supplier/Contractors must sign and submit the following certification to

the NFE with each bid or offer exceeding \$100,000:

“APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.C. 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.

The Supplier/Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Supplier/Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Supplier/Contractor's Authorized Official

Name and Title of Supplier/Contractor's Authorized Official

Date

K. Record Retention Requirements.

To the extent applicable, Supplier/Contractor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier/Contractor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

L. Access To Records (2 C.F.R. § 200.336).

Supplier/Contractor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier/Contractor that are directly pertinent to Supplier/Contractor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier/Contractor's personnel for the purpose of interview and discussion relating to such documents.

M. Domestic Preferences for Procurements.

As appropriate and to the extent consistent with law, the non-Federal entity 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 subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "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.

(2) "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.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in [2 CFR part 184](#).

N. Procurement Of Recovered Materials (2 C.F.R. § 200.323).

A non-federal entity that is a state agency or agency of a political subdivision of a state and its Supplier/Contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 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 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

O. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. (2 C.F.R. §200.216)

The Supplier/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 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

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
2. 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).
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 the Supplier/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 the Supplier/Contractor is notified of such by a subcontractor at any tier or by any other source, the Supplier/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/Contractor name;
 - d. Supplier/Contractor unique entity identifier (if known);
 - e. Supplier/Contractor 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.
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 the Supplier/Contractor to prevent use or submission of covered telecommunications equipment or services.
 - c. Any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

P. Federal Seal(S), Logos, And Flags.

The Supplier/Contractor cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

Q. No Obligation By Federal Government.

The U.S. federal government is not a party to this Contract or any purchase by the County and is not subject to any obligations or liabilities to the County, Supplier/Contractor, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

R. Program Fraud And False Or Fraudulent Statements Or Related Acts.

The Supplier/Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier/Contractor's actions pertaining to this Contract or any purchase by the County.