

SUNFLOWER ELECTRIC POWER CORPORATION

**REQUEST FOR PROPOSAL
NO. «RFP_Number»**

FOR

«PROJECT_NAME»

BID DUE DATE:

**«Bid_Due_Date»
«Bid_Due_Time», CST**

**«COMPANY_NAME_ALL_CAPS»
«Address_Line_1»
«City», «State» «ZIP_Code»**

NOTICE AND INSTRUCTIONS TO BIDDERS

- 1.0 BID INSTRUCTIONS: Sealed Bid Proposal, **RFP NO. «RFP_Number»** for the delivery of Goods or performance of Work, as more completely described in the Specifications attached hereto, to be delivered or performed to or for **Sunflower Electric Power Corporation** (hereinafter referred to as "Sunflower") will be received by Sunflower on or before **«Bid_Due_Date», «Bid_Due_Time», CST**, at Sunflower's offices in Holcomb, Kansas. Any Bid Proposal received subsequent to the time specified will be promptly returned to the bidder unopened. All Bid Proposals will be privately opened at the same time.
- 2.0 DEFINITION OF TERMS: "Proposal", "Bid Proposal", "Bid Documents", "Contract" or "Agreement" as used herein shall include: Notice and Instructions to Bidders, Bid Proposal, Acceptance, Standard Terms and Conditions, Specifications and all associated Appendices. "Contractor" shall mean the party having entered into agreement with Sunflower to perform the Work specified or Goods to be delivered herein. "Project" and "Work" shall mean any and all obligations of Contractor to be performed pursuant to the Agreement, such as engineering, analysis, design, fabrication, construction, installation, inspection, testing, technical assistance and material. "Subcontractor" shall mean either an entity contracting directly with Contractor to furnish any part of the Work, or an entity contracting with Contractor's subcontractors of any tier to furnish any part of the Work. "Goods" shall be defined as set forth in the Kansas Uniform Commercial Code (Code) and as more specifically set in the Request for Bid Proposal.
- 3.0 AFFILIATE TRANSACTIONS: Sunflower enters into this Agreement on its own behalf and for the benefit of all Sunflower Affiliates. The term "Sunflower Affiliate" means any entity controlling, controlled by or under common control with Sunflower. All references in this Agreement to Sunflower refer equally to Sunflower Affiliates for whom Supplier performs Services during the term of this Agreement, unless the contest requires otherwise. Any Services performed at the request of a Sunflower Affiliate shall be the sole and direct obligation of the Sunflower Affiliate authorizing the Work and only the Sunflower Affiliate for whom Supplier performs Services will have any obligation to Supplier for such Services. Sunflower Affiliates include:
Mid-Kansas Electric Company, LLC.
- 4.0 MANNER OF SUBMITTING PROPOSALS: Bid Proposals and all supporting documents must be submitted, in duplicate, on the forms furnished by Sunflower and must be delivered in a sealed envelope addressed to Sunflower as follows:
Sunflower Electric Power Corporation
Attn: **«Buyer's_Name»**
2440 Holcomb Lane, P. O. Box 430
Holcomb, KS 67851

The name and address of the bidder and the bid deadline must appear on the envelope in which the Bid Proposal is submitted. Bid Proposals must be completed in ink or typewritten. Exceptions to any of the Bid Documents must be submitted in a separate document, clearly labeled, and attached to the front of the Bid Proposal. Exceptions or clarifications to the Bid Documents may be considered by Sunflower as non-responsive or unacceptable. All Bid Proposals, if accepted, shall be subject to the Standard Terms and Conditions attached hereto. By submitting a Bid Proposal, Contractor agrees to be bound by such terms and conditions if its Bid Proposal is accepted.

- 5.0 FAMILIARITY WITH CONDITIONS: Prior to the submission of the Bid Proposal, the bidder shall make or shall be deemed to have made a careful examination of the site of the Project and of the Bid Documents, and shall become informed as to the location and nature of the proposed Project, general local conditions, and all other matters that may affect the cost and the time of completion of the Project.
- 6.0 BIDDER'S QUALIFICATIONS: Except for delivery of Goods only, a bidder shall submit to Sunflower with its Bid Proposal a list of references, a list of recently completed jobs comparable to the work scope identified in this Bid Proposal, a copy of its most recent audited financial statements, and a copy of its drug and alcohol policy.
- 7.0 FACTORS IN DETERMINING AWARD: Sunflower shall consider such factors as it deems appropriate in evaluating Bid Proposals. Generally, Sunflower will consider cost, bidder's past performance with Sunflower and similar project experience, ability of bidder to render satisfactory service in a timely manner, availability of bidder's representative to Sunflower personnel, quality of goods and services, warranty and conformance of the Bid Proposal to specification.
- 8.0 MINOR IRREGULARITIES: Sunflower reserves the right to waive minor irregularities or minor errors in any bid document, if it appears to Sunflower that such irregularities or errors were made through inadvertence. Any such irregularities or errors so waived must be satisfactorily corrected on the Bid Proposal prior to the acceptance thereof by Sunflower.
- 9.0 BEST INTEREST: Sunflower reserves the right to contract as the best interests of Sunflower may require.
- 10.0 PROPOSAL REJECTION: Sunflower reserves the right to reject any or all Bid Proposals.
- 11.0 PROPOSAL WITHDRAWAL: A Bid Proposal shall not be withdrawn for a period of sixty (60) days from its submittal date.

SPECIFICATIONS
RFP NO. «RFP_Number»

PROPOSAL
RFP NO. «RFP_Number»

«Company_Name»
«Address_Line_1»
«City», «State» «ZIP_Code»

By: _____
Signature

Name: _____

Title:

(This Bid Proposal must be signed with the full name of the Contractor by a duly authorized representative.)

ACCEPTANCE

For the consideration stated, Sunflower accepts the Contractor's Bid Proposal, Bid No. «RFP_Number», subject to the Standard Terms and Conditions attached.

Accepted this _____ day of _____, 20_____.

SUNFLOWER ELECTRIC POWER CORPORATION

By:

Signature

Name: «SEPC_Contract_Approver»

Title: «SEPC_Approver_Title»

STANDARD TERMS AND CONDITIONS

ARTICLE I - ACCEPTANCE

- 1.1 ACCEPTANCE: Acceptance is expressly limited to the exact terms contained herein. These terms and conditions shall supersede any provisions, terms, and conditions contained on any confirmation order, or other writing Contractor may provide, and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof. It is expressly understood and agreed that the terms and conditions herein set forth shall prevail insofar as the same may in any way conflict with the terms and conditions set forth in such order form, and the issuance of such order by Contractor shall be deemed to note Contractor's assent to the foregoing. Commencement of performance by the Contractor in the absence of Sunflower's written agreement to the proposals will constitute acceptance of this Agreement by the Contractor, with all its terms and conditions, but such performance by Contractor will not bind Sunflower.

ARTICLE II - DESCRIPTION OF WORK OR GOODS

- 2.1 DESCRIPTION: The description of the Goods or Work, as applicable, are as set forth in the Contractor's Bid Proposal, RFP NO. «RFP_Number», and are incorporated herein by reference.

ARTICLE III - PRICE

- 3.1 PRICE. The price for the Goods or Work, as applicable, shall be as set forth in the Contractor's Bid Proposal which is incorporated herein by reference.

ARTICLE IV - DELIVERY TERMS

- 4.1 DELIVERY TERMS: To the extent applicable, the delivery terms are as set forth in the Contractor's Bid Proposal, and are incorporated herein by reference.

ARTICLE V - TERMS OF PAYMENT

- 5.1 PAYMENTS: Upon final inspection and acceptance by Sunflower of the Work or Goods, Sunflower shall pay Contractor within thirty (30) days after receipt of Contractor's final invoice. Contractor's invoice shall be submitted in duplicate. The original invoice shall be mailed to the attention of Accounts Payable, P. O. Box 1020, Hays, Kansas 67601. A copy of the invoice shall be mailed to the attention of «Buyers_Name», P. O. Box 430, Holcomb, Kansas 67851.

- 5.2 TAXES. All sales and use taxes lawfully assessed under the laws and regulations of the State of Kansas or other appropriate taxing authorities applicable to the Services shall be paid by Sunflower.
- 5.3 AUDIT. For one year after completion of the Work, Sunflower shall have the right to audit Contractor's records as may be necessary in order for Sunflower to verify all direct costs, expenses and disbursements of Contractor that are reimbursable under this Agreement.

ARTICLE VI - INDEMNIFICATION

- 6.1 INDEMNIFICATION. Contractor hereby agrees to hold Sunflower, its officers, agents, employees, assigns, and successors in interest, harmless from and against any and all liability, damages, losses, claims, demands, actions, causes of action, costs (including attorneys' fees) and expenses, or any of them, including death or injury to any person or damage to any property, arising out of or relating to, either directly or indirectly, the Work performed or the Goods delivered by Contractor, Contractor's Subcontractors, and employees, officers and agents of either Contractor or Subcontractors, or any of them.
- 6.2 PROPERTY LOSS. Contractor shall, at its own cost, reimburse Sunflower for any and all costs and expenses (including property replacement costs) arising from damage to or loss of Sunflower's property caused by Contractor, Subcontractors and employees, officers and agents of either Contractor or Subcontractors, or any of them, arising out of or related to, either directly or indirectly, the Work rendered or the Goods provided.
- 6.3 LOAN OF TOOLS AND EQUIPMENT. Any tools, supplies, equipment or other items lent by Sunflower to Contractor (except where Sunflower directs such use) will be lent solely as a convenience to Contractor. Contractor agrees that such items are being lent "as is" and Sunflower makes no representations as to the condition, suitability for use, freedom from defect or otherwise of such items. Contractor shall, at its own cost, defend, indemnify and hold harmless Sunflower, its officers, agents, employees, from damages, losses, claims, demands, actions, causes of action, costs including attorneys' fees and expenses, or any of them, resulting from the death or injury to any person or damage to any property, arising out of or related to any and all lent tools, supplies, equipment or other items having defects or claimed to be defective.

ARTICLE VII - WARRANTIES

- 7.1 WARRANTY. Contractor warrants that the Work or the Goods, as the case may be, (which includes any equipment furnished by Contractor as a part of the materials) will: (i) be free from defects in workmanship or materials; (ii) be free from defects in any design; (iii) be representative of the brand or grade specified;

(iv) will be merchantable; (v) be new, and conform and perform to the requirements stated in the Specification of the Request for Bid Proposal, and, where detailed requirements are not so stated, will conform to applicable industry standards; and (vi) will be suitable for the use stated in the Specification as set forth in the Request for Bid Proposal. In addition, Sunflower reserves all remedies for breach of this Agreement.

- 7.2 WARRANTY PERIOD. The warranty period for discovery of defective Work or Goods, as the case may be, shall commence on acceptance and continue for the period set forth in the Request for Bid Proposal or for four (4) years if not so specified. During any corrective action, and while the Work or Goods, as the case may be, is not available for use, such time of unavailability shall not be counted as part of the warranty period. The warranty period for corrected defective Work or Goods shall commence on Acceptance of such corrected Work and shall continue for a duration equivalent to the full warranty period.
- 7.3 NOTICE AND CORRECTION OF DEFECT. Sunflower shall give Contractor prompt notice after discovery of any defective Work or Goods, as the case may be. Contractor shall correct such defective Work or Goods, as well as any damage resulting from such defective Work or Goods and repair or replace the damage, or reimburse Sunflower for furnished components affected by such defective Work or Goods, at its sole expense, in a manner approved by Sunflower's project manager and with due diligence and dispatch as required to make the Work or Goods ready for use. Such corrections shall include, but not be limited to, any necessary adjustments, modifications, changes of design (unless of Sunflower's design), removal, replacement or reinstallation of all necessary parts, materials, Sunflower-furnished components, tools, equipment, transportation charges and labor as may be necessary, and cost of removal and replacement of work of other Sunflower contractors. Such corrective Work shall be performed at a time and in such a manner so as to minimize the disruption to Sunflower.
- 7.4 FAILURE TO CORRECT DEFECTIVE WORK OR GOODS. Should Contractor fail to promptly make the necessary corrections to the defective Work or Goods, Sunflower may perform, or have performed, the necessary warranty correction work and back-charge Contractor for such costs including, but not limited to, direct labor and applicable overhead, material, subcontracts, and other related costs. Such Sunflower-performed warranty correction work shall not be construed as to void the warranty provisions.
- 7.5 ACCEPTANCE OF DEFECTIVE WORK OR GOODS. Sunflower may, in its sole determination, accept any defective Work or Goods instead of requiring its correction and the price shall be equitably reduced as compensation for Sunflower accepting such defective Work or Goods.

- 7.6 FINAL COMPLETION LIST. With respect to items on the final completion list, the provisions of this section apply, and the warranty period shall begin on acceptance of each item on such final completion list.
- 7.7 USE OF DEFECTIVE WORK OR GOODS. Sunflower shall have the right to use any defective Work or Goods until it is convenient for Sunflower to remove such Work or Goods from service for correction. If continued use of such Work or Goods increases the cost of its correction, such additional cost shall be reimbursed by Sunflower in accordance with the pricing for "Extra Work" section of the Bid Proposal or as agreed to by the parties.

ARTICLE VIII - INSURANCE

- 8.1 CONTRACTOR RESPONSIBILITY. Except as to a contract for Goods only, Contractor shall maintain for the Work and shall require each Subcontractor performing any service at the jobsite (hereinafter referred to in this section as "jobsite Subcontractor"), except material delivery only, to maintain at all times during the Work and at its own expense, valid and collectible insurance as described below. This insurance shall not affect Contractor's liability under the indemnity provisions, and shall not be terminated, expire, nor be materially altered except on thirty days prior written notice to Sunflower's Sr. Manager, Supply Management that is in charge of contractor qualification. Such insurance shall be maintained with insurers with an A.M. Best Company rating of B+ or better and on forms acceptable to Sunflower.

As evidence that policies do in fact provide the required coverages and limits of insurance and that they are in full force and affect, Contractor shall furnish to Sunflower's Sr. Manager, Supply Management, in charge of contractor qualification, certificates of insurance on forms acceptable to Sunflower. Contractor shall require each jobsite Subcontractor to furnish Contractor with certificates of insurance, as evidence that policies do provide the required coverages and limits of insurance listed below and are in full force and effect.

Certificates shall be furnished by Contractor on receipt of the authorized Purchase Order or Agreement BUT IN ANY EVENT PRIOR TO START OF THE WORK, and by jobsite Subcontractor on receipt of its subcontract BUT IN ANY EVENT PRIOR TO START OF ITS PORTION OF THE WORK AT THE JOBSITE. Any other insurance carried by Sunflower, its officers, agents, and employees which may be applicable shall be deemed to be excess insurance and Contractor's insurance shall be deemed primary for all purposes despite any conflicting provision in Contractor's policies.

- 8.2 WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE. Except as to delivery of Goods only, Worker's Compensation insurance with statutory limits, as required by each state in which the Work is performed, and

Employer's Liability Insurance with limits of not less with \$1,000,000. Carriers furnishing such insurance shall be required to waive all rights of subrogation against Sunflower, Contractors and Subcontractors.

- 8.3 COMMERCIAL GENERAL LIABILITY INSURANCE. Except as to delivery of Goods only, Commercial General Liability Insurance, written on an "occurrence" basis, including owners' and Contractors' protective; products/completed operations; broad form property damage; and contractual liability. Such insurance shall bear a combined single limit per occurrence and annual aggregate of not less than \$1,000,000, exclusive of defense costs, as respects products and completed operations, and a combined single limit per occurrence and annual aggregate of not less than \$1,000,000, exclusive of defense costs, as respects all other coverages. Such insurance shall: (a) acknowledge Sunflower, its officers, agents and employees, as additional insureds as regards Contractor's acts or omissions; (b) be primary for all purposes; (c) contain standard cross-liability or severability of interest provisions; (d) waive all rights of subrogation against Sunflower, its officers, agents and employees and (e) contain no explosion, collapse, or underground exclusions.

If Contractor elects, with the concurrence of Sunflower, to use a "claims made" form of Commercial General Liability Insurance, then the following additional requirements shall apply: (a) the retroactive date of the policy shall be prior to the commencement of the Work; and (b) coverage for the Work shall be maintained in effect for a period of not less than four years after completion of the Work, or a supplemental extended reporting period of not less than four years after completion of the Work shall be included. These requirements shall ensure that such insurance shall enable Sunflower to recover for claims reported at any time commencing with the start of Work and continuing to a date not less than four years following completion of the Work.

- 8.4 AUTOMOBILE BODILY INJURY AND PROPERTY DAMAGE LIABILITY INSURANCE. Except as to delivery of Goods only, Automobile Bodily Injury and Property Damage Liability Insurance on an "occurrence" form with a combined single limit per occurrence of not less than \$1,000,000. Such insurance shall cover liability arising out of the use by Contractor and jobsite Subcontractors of owned, non-owned and hired automobiles in the performance of the Work, and shall include contractual liability coverage. Such insurance shall acknowledge Sunflower as an additional insured and be primary for all purposes.

If Contractor and/or jobsite Subcontractors use owned, chartered, leased or hired mobile construction equipment in the performance of the Work, Contractor shall, and shall require jobsite Subcontractors to, maintain (or cause to be maintained) an "equipment floater" of the "all-risk" type, with limits not less than the full value

of such equipment. Carriers furnishing such insurance shall be required to waive all rights of subrogation against Sunflower, its officers, agents, employees and other Contractors and Subcontractors.

Contractor shall report immediately to Sunflower and confirm in writing any injury, loss or damage incurred by Contractor or jobsite Subcontractor, or its receipt or notice of any claim by a third party, or any occurrence that might give rise to such claim. Contractor shall, upon completion of the Work, submit to Sunflower a recap of all such injuries, losses, damage, notices of third-party claims, and occurrences that might give rise to such claims.

If any of the required insurance coverages contain aggregate limits applying to other operations of Contractor outside this Agreement, and such limits are diminished by any incident, occurrence, claim, settlement or judgment against such insurance, Contractor shall take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

If Contractor fails to comply with any of the provisions of this insurance section, Contractor shall, at its own cost, defend, indemnify and hold harmless Sunflower, its officers, agents, employees, assigns, and successors interest, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, costs, including attorney's fees and expenses, or any of them, resulting from the death or injury to any person or damage to any property to the extent that Sunflower would have been protected had Contractor complied with all of the provisions of this section.

ARTICLE IX - INSPECTIONS AND CORRECTIONS

- 9.1 INSPECTION OF WORK. Sunflower reserves the right to monitor and document work progression by the Contractor in order to ensure compliance with the Specifications. Sunflower shall, at all reasonable times, have access to the Work being performed.
- 9.2 INSPECTIONS. Acceptance tests and inspections will be performed on the Work or Goods, or portions thereof, and/or on the facility or portions thereof incorporating the Work or Goods. Such tests and inspections will be conducted by Sunflower, or by Contractor under Sunflower's direction, within a reasonable period after substantial completion or delivery.
- 9.3 CORRECTION OF DEFICIENCIES. If such acceptance tests and inspections, or initial operation, show that any portion of the Work or Goods, including receipt of all the documentation, does not meet the requirements set forth in the Agreement to Sunflower's satisfaction, or is incomplete or is of unacceptable quality, Sunflower may refuse to accept the Work or Goods and will so notify Contractor. Contractor shall correct any such deficiencies (including repair, replacement or

reimbursement of any Sunflower-furnished components affected by such deficiencies) at its sole expense with due diligence and dispatch to the satisfaction of Sunflower. Such corrected Work or Goods will be retested and inspected, as appropriate.

- 9.4 MINOR DEFICIENCIES/INCOMPLETE WORK. Minor deficiencies or incomplete Work, which the Sunflower project manager deems not sufficient to delay Acceptance, will be listed on a final completion list prepared by the Sunflower project manager. Contractor shall promptly complete the items on the final completion list to the satisfaction of, and by the dates acceptable to, the Sunflower project manager.

ARTICLE X - GOVERNING LAW AND SITUS

- 10.1 GOVERNING LAW. The Agreement will be interpreted, governed and construed under the laws of the State of Kansas as if executed and to be performed wholly within the State of Kansas. Any legal action by either party arising out of this Agreement shall be brought and heard in a court of competent jurisdiction located within the State of Kansas.
- 10.2 LAWS. Contractor shall comply with all applicable laws, rules, regulations and statutes pertaining to its performance under this Agreement. Contractor shall comply with all applicable federal and state safety and health laws, including but not limited to, the Occupational Safety and Health Act of 1970 (OSHA) and all standards, rules, regulations and orders issued pursuant to such federal and state safety and health laws and laws related to non-segregated facilities and equal employment opportunity.

ARTICLE XI - TITLE AND RISK OF LOSS

- 11.1 SERVICES AND GOODS. Contractor shall have risk of loss of or damage to the Goods provided and to the portions of Sunflower's facility on which the Work is being performed or Goods supplied, until completion of the Work.
- 11.2 SUNFLOWER PROPERTY. Contractor shall have risk of loss of and damage to Sunflower-furnished components and Sunflower's property borrowed by Contractor during the time Contractor has custody of such items.
- 11.3 REPLACE OR REPAIR. Contractor shall promptly replace or repair such loss or damage to its tools, equipment and surplus materials at all times.
- 11.4 TOOLS, EQUIPMENT AND MATERIAL. Contractor shall have risk of loss of and damage to its tools, equipment and surplus materials at all times.
- 11.5 PUBLIC OR THIRD-PARTY PROPERTY. During the course of the Work, if

Contractor or Subcontractors cause any damage to existing public or third-party private property, Contractor shall immediately repair or replace such damage to the satisfaction of the third party or public authority having jurisdiction.

ARTICLE XII - LIENS

- 12.1 LIENS. If a lien of any nature shall at any time be filed against Sunflower arising out of the Work or Goods or results of the Work or Sunflower property, or all of them, by any person or entity which has supplied material or services at the request of Contractor or Subcontractors, Contractor shall promptly, on demand by Sunflower and at Contractor's own expense, take any and all action necessary to cause any such lien to be released or discharged therefrom.

ARTICLE XIII - CONTRACTOR PERSONNEL

- 13.1 QUALIFIED PERSONNEL. The obligations and duties to be performed by the Contractor under this Agreement shall be performed by persons qualified to perform such duties. The Contractor, if Sunflower shall so direct, shall replace any person employed by the Contractor in connection with the Project.
- 13.2 SUPERVISION. The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to complete the Work in accordance with this Agreement. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures, unless otherwise explicitly provided in this Agreement. Contractor shall be responsible to see that the completed Work complies accurately with the terms and conditions of this Agreement.

Contractor shall designate and have available at all times a competent supervisor who shall be Contractor's representative and shall have authority to act on behalf of Contractor. All communications given to Contractor's supervisor shall be as binding as if given to Contractor.

ARTICLE XIV - LICENSE AND CERTIFICATION

- 14.1 LICENSE. Contractor warrants that it possesses License No. _____ issued to it by the State of _____ on _____, 20____; **or** the Contractor warrants that no license is required.
- 14.2 PERMITS. Contractor shall obtain and pay for all permits, passes, clearances, licenses, franchises, and other instruments and processes required in the performance of this Work.
- 14.3 DEBARMENT CERTIFICATION. Contractor certifies that neither it or its principals is presently debarred, suspended, proposed for debarment, declared

ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency as outlined in 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733).

14.4 EEO CERTIFICATION. The Contractor represents that:

It has ____, does not have ____, 100 or more employees, and if it has, that it has ____, has not ____, furnished the Equal Employment Opportunity-Employers Information Report EEO-1, Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 and Title VII of the Civil Rights Act of 1964.

The Contractor agrees that it will obtain, prior to the award of any subcontract for more than \$10,000 hereunder to a subcontractor with 100 or more employees, a statement, signed by the proposed subcontractor, that the proposed Subcontractor has filed a current report on Standard Form 100.

The Contractor agrees that if it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year and that if this Agreement will amount to more than \$10,000, the Bidder will file such report, as required by law, and notify Sunflower in writing of such filing prior to Sunflower's acceptance of this Bid Proposal.

The parties hereby incorporate the requirements of 41 C.F.R. 60-1.4(a)(7) (Equal Opportunity Clause), 60-250.5 (Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, Recently Separated Veterans, and Other Protected Veterans), 60-300.5 (Equal Opportunity for Disabled Veterans, Recently Separated Veterans, Other Protected Veterans, and Armed Forces Service Medal Veterans), and 60-741.5 (Equal Opportunity for Workers with Disabilities), if applicable.

ARTICLE XV – POLICY ADHERENCE REQUIREMENTS

15.1 SAFETY AND HAZARDOUS MATERIALS. Except as to delivery of Goods only, the Contractor shall implement and maintain a Safety, Health, Accident Prevention and Hazardous Materials Program, specifically applicable to the Project. Such program, at a minimum, shall comply with Sunflower's "CONTRACTOR'S SAFETY RULES." A copy of Sunflower's "CONTRACTOR'S SAFETY RULES" can be obtained on Sunflower's website (www.sunflower.net) under the "CONTACT US" tab, "CONTACT SUPPLY CHAIN" link. The rules shall be discussed with the Contractor prior to the commencement of the Project. The Contractor shall be responsible for all spill clean up.

15.2 DRUG AND ALCOHOL POLICY. Sunflower has developed and implemented a

comprehensive Drug and Alcohol Policy (“Sunflower Plan”) for all of its officers and employees. A copy of the Sunflower Plan can be obtained on Sunflower’s website (www.sunflower.net) within the “CONTACT US” tab, “CONTACT SUPPLY CHAIN” link. Except as to delivery of Goods only, the Contractor will be required to either:

- (1) Conform to the principles of the Sunflower Plan by the enforcement of a plan of its own that has received the prior approval of Sunflower based on its conformance with the principle features of the Sunflower Plan; or
- (2) Subject all of its personnel that will be involved with Sunflower personnel, property or equipment to all the testing requirements of the Sunflower Plan at Contractor’s expense. If any Contractor employee tests positive for drugs or alcohol, that employee shall be permanently removed from Sunflower work. No counseling or other employee benefit available to Sunflower employees under the Sunflower Plan shall be available to employees of the Contractor.

15.3 FOREIGN MATERIAL EXCLUSION POLICY. Sunflower has developed and implemented a comprehensive Foreign Material Exclusion Policy (“Sunflower FME Plan”) for all of its employees. A copy of the Sunflower FME Plan can be obtained on Sunflowers website (www.sunflower.net) within the “CONTACT US” tab, “CONTACT SUPPLY CHAIN” link. The Contractor will be required to either:

- (1) Conform to the principles of the Sunflower FME Plan by the enforcement of a plan of its own that has received the prior approval of Sunflower based on its conformance with the principle features of the Sunflower Plan; or
- (2) Conform to the Sunflower FME Plan.

15.4 ON-SITE CONTROLLED FACILITY ACKNOWLEDGEMENT. Contractors required to be on Sunflower’s premises at any of the locations are required to adhere to the following Acknowledgement:

Contractor understands that Sunflower Electric Power Corporation and Mid-Kansas Electric Company facilities are limited access facilities and Contractor’s presence on the premises is subject to the consent of the owner, Sunflower Electric Power Corporation or Mid-Kansas Electric Company. Contractor also understands the owner has the right to revoke that consent at any time. Contractor further understands the facilities are part of the national electric grid and are designated as being critical national importance and therefore enjoy special protection above and beyond that afforded the ordinary private property. CONTRACTOR UNDERSTANDS AND ACKNOWLEDGES THAT ANY INTENTIONAL

DAMAGE OR DESTRUCTION TO THE FACILITIES OR ANY PART THEREOF, SUBJECTS IT TO CRIMINAL PROSECUTION under federal and/or state law and that any conviction will result in fines or imprisonment or both.

ARTICLE XVI - PROPRIETARY INFORMATION

- 16.1 DRAWINGS AND SPECIFICATIONS. Contractor agrees that all information contained in drawings and specifications which are submitted by Sunflower to Contractor under or pursuant to this Agreement is proprietary to Sunflower and is submitted with the understanding and agreement by Contractor that such information shall not be utilized in whole or in part by Contractor, except for fulfillment of this Agreement, without written permission of Sunflower.
- 16.2 DISCLOSURE. Any information which is proprietary to Contractor and which is disclosed in the products or documents furnished to Sunflower hereunder shall be deemed to have been disclosed as a part of the consideration for this Agreement and Sunflower shall have full right to its use as Sunflower sees fit.

ARTICLE XVII - UNCONTROLLABLE FORCES

- 17.1 FORCE MAJEURE. Contractor shall not be liable for delay in the Authorization schedule or inability to perform the Work, due to any cause beyond its reasonable control, such as strike, flood, fire, lightning, unusually severe weather, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, or material availability; provided that Contractor promptly notifies Sunflower in writing of the nature, cause, date of commencement and expected impact of the event and has exercised due diligence in proceeding to meet the Authorization schedule, then Sunflower shall extend the Authorization schedule for an equitable period due to such causes.

ARTICLE XVIII - PATENT INFRINGEMENT

- 18.1 NOTIFICATION. If any action or proceeding brought against Sunflower is based on a claim of patent infringement arising out of Contractor's performance of the Work or Sunflower's use of the Goods and, if Sunflower promptly notifies Contractor in writing of any such action or proceeding, Contractor shall, at its own expense, do the following to assure continuation of the Work or of the use of the Goods: (i) defend such action or proceeding and pay all damages, costs, losses, claims, awards, settlements, attorney's fees and expenses, or any of them, arising out of such action or proceeding; (ii) procure for Sunflower the right to continue to use any part of the Goods or Work affected by such action or proceeding, or replace or modify, with Sunflower's approval, any infringing Goods or Work such that the infringement is removed; (iii) if in any such action or proceeding a temporary restraining order or preliminary injunction be granted,

Contractor shall, by giving a satisfactory bond, or otherwise, endeavor to secure the suspension of such restraining order or preliminary injunction.

- 18.2 DEFENSE. Sunflower shall cooperate reasonably with Contractor, at no cost to Contractor, in any defense of the actions and proceedings. Contractor shall give Sunflower prompt written notice of any potential patent infringement problems of which it becomes aware.

ARTICLE XIX - MISCELLANEOUS

- 19.1 CHANGES. Sunflower reserves the right to make reasonable changes by altering, adding to, or deducting from the specified services set forth herein. The value of any such change shall be determined in the same manner as for the specified work, or on such other basis as Sunflower and Contractor may agree.
- 19.2 TERMINATION. Sunflower may at any time terminate this Agreement by giving notice to the Contractor in person or by telephone followed by a written notice or by written notice alone. Sunflower shall pay Contractor for all Work performed and Goods delivered to date of termination at the rates set forth in the Agreement for the charges incurred to date of termination and as reasonably incurred in terminating the Work, excluding loss of profit. Sunflower shall take possession and title of any material fabricated or procured to date of termination. Upon payment, Sunflower shall have no further obligation to Contractor and payment shall be Contractor's sole and exclusive remedy for termination.
- 19.3 ASSIGNMENT. Contractor's obligations under this Agreement shall not be assigned without the approval in writing of Sunflower.
- 19.4 COMPLETE AGREEMENT. This Agreement contains the complete understanding between the parties and no modification, amendment, rescission, waiver or other change will be binding on Sunflower unless attested to in writing by Sunflower.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

**SUNFLOWER ELECTRIC
POWER CORPORATION**

«COMPANY_NAME_ALL_CAPS»

«SEPC_Contract_Approver»
«SEPC_Approver_Title»

Name: _____
Title: _____

Date:

Date:

RFP NO. «RFP_Number»

APPENDIX A