

## Great Plains Energy Services, Inc. (GPES) Terms and Conditions (2018-06, rev 0)

1. **Quoting, offer, and acceptance** – Great Plains Energy Services, Inc. (“GPES”) reserves the right to accept all or part at prices quoted or to decline the whole. Materials quoted shall be identical to those requested, and are to be factory new with full warranty. Materials that have been previously sold, rebuilt or used shall be clearly identified as such. Alternate materials of equal or superior quality may be offered with full supporting data. Supplier agrees that all quotations by Supplier to GPES shall remain valid for a period of not less than sixty (60) days. If you are unable to quote, please so indicate and return this form promptly. All information space blocks must be filled in when applicable or noted "N/A." Quotes shall constitute offers by the Supplier to GPES which can be accepted by GPES by issuance of a Purchase Order to the Supplier or its authorized agent or representative. GPES's Purchase Order is an acceptance of an offer by the Supplier. The acceptance is expressly conditioned on Supplier's assent to all terms and conditions contained herein and only those contained herein notwithstanding any different or additional terms or conditions submitted to GPES by Supplier either before or after issuance of this Purchase Order. In the event this Purchase Order is construed as an offer, the offer expressly limits acceptance to the terms and conditions of the offer and constitutes notice of objection to any additional or different terms or conditions in the acceptance so as to preclude the inclusion of any different additional terms or conditions in any resulting contract. In the event this Purchase Order is construed as a confirmation of an existing contract, such confirmation is expressly conditioned on the Supplier's assent to any additional or different terms or conditions contained herein. If Supplier is party to a written agreement with GPES that specifically covers the purchase of goods or services, then the terms of that agreement control the purchase and sale of the goods and services, and these GPES Terms do not apply.
2. **Affiliate Transactions** - An "affiliate" will be defined as any entity that directly or indirectly controls, is controlled by, or is under common control with GPES. Only the GPES affiliate for whom Supplier performs Services will have any obligation to Supplier for such Services.
3. **Purchasing documents and related documents** - Send all Bills of Lading and Shipping Notices to Procurement Department. Invoices must be sent via email to [acctspay@kcpl.com](mailto:acctspay@kcpl.com) or [8882973051@onlinecapturecenter.com](mailto:8882973051@onlinecapturecenter.com). Unless another payment schedule is specified in a Statement of Work or on the Purchase Order, all invoices, except for amounts disputed by GPES, shall be payable within thirty (30) days of receipt by GPES. Each invoice must be attached as a separate Acrobat, Word or Excel file. The invoice must be the first page of the attached file with supporting documentation following the invoice in the same attachment. All invoices should contain a statement indicating compliance with the Fair Labor Standards Act of 1938 as amended. Packing Slips must be included in all shipments and last shipment must state "Order Completed." Packing Slips must include the Purchase Order Number, GPES Item ID and Manufacturer/Catalog Number. Packaging must be limited to material shown on this RFQ or order. Contractor must furnish Material Safety Data Sheets for qualifying material.
4. **Pricing** - If price is not stated in any Purchase Order, it is agreed that the goods, materials or merchandise shall be billed at the price last quoted, or billed at the prevailing market price, whichever is lower. No goods, merchandise, or materials shall be sent at a higher price than the last quoted price by Supplier or changed without GPES's written authorization.
5. **Taxes** - Supplier shall be solely responsible for payment of any taxes whatsoever which may be assessed against Supplier or which may apply to the delivery of Goods and performance of Services, or the payment for Goods and Services. To the extent that any such taxes are proposed to be assessed against Supplier, where Supplier is required to collect from GPES under the applicable state or local tax law, Supplier shall: (i) notify GPES of such proposed assessment as soon as Supplier shall have notice thereof; and (ii) cooperate with GPES in any defense against the proposed assessment.
6. **Shipping** - Time is of the essence to this contract. Ship according to the instructions on the Purchase Order. Unless explicitly instructed to the contrary in writing. Do not send shipments C.O.D. or Shipper's Order.
7. **Materials and Equipment** - Supplier shall retain an insurable interest in the materials and equipment and shall assume all risk of loss or damage to the equipment and material until official acceptance of the Purchase Order work by GPES. Risk of loss for items removed from the site by Supplier shall pass to Supplier upon removal from each item's installed location. Title for items removed or to be removed from the site by Supplier as required by this Purchase Order shall pass to Supplier upon removal from each item's installed location.
8. **Inspections** - If inspection discloses that part of the goods, materials or merchandise received are not in accordance with GPES specification, GPES shall have the right to cancel any unshipped portion of any Purchase Order (contract). Payment for the goods, materials or merchandise prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that GPES may have against Supplier. Defective goods, material or merchandise, or goods, materials or merchandise not in accordance with GPES specifications will be held for Supplier's instruction at Supplier's risk and if Supplier so directs, will be returned at Supplier's expense.
9. **Cancellation** - GPES may cancel all or any part of a Purchase Order, with or without cause, immediately upon notice to Supplier. Upon receipt of notice of cancellation of a Purchase Order, Supplier must discontinue its performance of such cancelled Purchase Order, preserve and protect materials, work in progress and completed work in accordance with GPES's instructions. Supplier will not be entitled to any damages on account of cancellation. If cancellation is partial, Supplier must continue the performance of the remaining portion of the canceled Purchase Order, as well as all other Purchase Orders which were not canceled. GPES agrees to pay Supplier for goods, materials or merchandise delivered prior to the effective date of cancellation, at the agreed upon rates. Notwithstanding the foregoing, if GPES returns goods, materials or merchandise, GPES will not be liable for restocking fees unless specifically agreed to in a Purchase Order.
10. **Invoicing** - Unless another payment schedule is specified in the Statement of Work or on the Purchase Order, Supplier shall invoice GPES: (i) upon GPES' written acceptance of any Deliverables, products or work performed on a fixed price basis, or, in the absence of notification rejecting the Deliverable, product or work, upon the passage of thirty (30) days' time since delivery of the Deliverable, Goods or Services to GPES; or (ii) monthly in arrears, for services provided on a time and materials basis and for out-of-pocket expenses. Supplier shall submit to GPES, with the

invoice, backup documentation for all amounts invoiced. All invoices, except for amounts disputed by GPES, shall be payable within GPES' approved payment terms. Any disputed amounts shall not affect payment of non-disputed charges and expenses. All invoices must reference this Agreement number, the appropriate GPES contact person and, if applicable, the relevant Purchase Order number. Invoices must be sent to [acctspay@kcpl.com](mailto:acctspay@kcpl.com) or [8882973051@onlinecapturecenter.com](mailto:8882973051@onlinecapturecenter.com) in accordance with the instructions listed within each relevant Purchase Order. Each invoice must be attached as a separate Acrobat, Word or Excel file. The invoice must be the first page of the attached file with supporting documentation following the invoice in the same attachment. All payments to Supplier will be paid by GPES' approved payment methods. At least one business day prior to payment, GPES will email Supplier with notification of payment to Supplier provided email address.

Invoices must be submitted to GPES within one (1) year of the date of completion of Services. Should Supplier fail to timely submit any invoice to GPES, the right to reimbursement for such Services is waived by Supplier.

11. **Assignment; Subcontracting** - This Agreement is personal to Supplier. Supplier may not assign this Agreement or any of its rights, or delegate or subcontract any of its obligations under this Agreement, without the prior written consent of GPES. Supplier will ensure that its Suppliers and subcontractors performing Services comply with the terms and provisions of this Agreement while such persons perform the Services. GPES may assign this Agreement without consent of Supplier.
12. **Compliance with Laws; Permits and Licenses** - Supplier and any subcontractors shall comply with all applicable laws and regulations and shall secure any and all necessary governmental authorizations and permits, and shall upon request furnish satisfactory proof of compliance with any law or regulation. Supplier and subcontractors must also comply with the provisions of GPES' Federal Contracting Requirements attached hereto as Exhibit A.
13. **Damages; Remedies** - Neither party will be directly liable to the other party for indirect, incidental or consequential damages. A breach of any covenants regarding confidentiality or non-solicitation may cause irreparable injury to the non-breaching party that is not adequately compensable in monetary damages. Accordingly, each party may seek injunctive relief for a breach or threatened breach of such covenants, in addition to any other remedies at law or in equity.
14. **Force Majeure** - Neither GPES nor Supplier will be liable or responsible to the other for any delay or failure to perform any of its obligations under this Agreement (other than those contained in the confidentiality and non-solicitation Sections of this Agreement) due to acts of God or of the public enemy, riots, wars or hostilities, fires, floods, storms or earthquakes. If a force majeure event occurs, the party claiming the force majeure will promptly give notice to the other party (stating with reasonable particularity the event of force majeure claimed) and use its commercially reasonable efforts to perform its obligations under this Agreement despite the force majeure event. If Supplier, despite the exercise of due diligence, is nevertheless unable to overcome an event of force majeure within a reasonable time under the circumstances but in no event more than thirty (30) days, GPES may terminate any affected Statements of Work or Purchase Orders without liability upon written notice to Supplier.
15. **Liens** - Supplier shall not permit a lien to be placed on any GPES property by Supplier's subcontractors, agents, employees, or suppliers. Should GPES receive notice of an intent to file a lien from any of Supplier's agents, employees, or suppliers, GPES will notify Supplier. Upon receipt of notice from GPES of the intent of one of Supplier's agents, employees, or suppliers to file a lien, Supplier shall immediately take any and all steps necessary, including paying an amount in dispute to the party intending to file such lien, to prevent the filing of such lien. If Supplier fails to prevent the filing of such lien, Supplier shall be responsible and liable for and shall indemnify GPES for all of GPES' costs, expenses (including attorneys' fees), liabilities, damages, fees, penalties, judgments and settlement costs arising either directly or indirectly from the placement of such lien.
16. **Governing Laws; Jurisdiction; Waiver of Jury Trial** - In the event of a dispute which arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try in good faith to settle the dispute by negotiations between representatives of Supplier and GPES who have authority to settle the dispute before resorting to litigation. This Agreement will be governed by, and construed in accordance with, the laws of the State of Missouri, without regard to conflicts of law principles. Supplier consents and submits to the personal jurisdiction and venue of the state and federal courts sitting in the State of Missouri and acknowledges that the foregoing covenant is a material inducement for GPES to enter into this Agreement. **EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING BETWEEN THE PARTIES, WHETHER UNDER THIS AGREEMENT OR OTHERWISE RELATED TO THE SERVICES, AND WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHERWISE.**
17. **Indemnification** -
  - (a) Each party (the "Indemnifying Party") will indemnify, hold harmless and defend the other party and its officers, directors, shareholders, agents, employees, and representatives (collectively, the "Indemnified Party") from all claims, liabilities, fines, interest, costs, expenses and damages (including reasonable attorneys' fees) incurred by the Indemnified Party (collectively, the "Indemnified Losses"), for any damage, injury, death, loss or destruction of any kind to persons or property, to the extent the damage, injury, death, loss or destruction arises out of or is related to the conduct, negligence, error, omission, willful misconduct, misrepresentation, breach of warranty or other breach of this Agreement on the part of the Indemnifying Party or any of its servants, representatives, agents, employees or Suppliers.

- (b) Supplier agrees to indemnify and defend all claims brought against GPES or GPES' customers that any of the Developed Materials or Services (or components thereof) specified in the Purchase Order, or other materials or services furnished to and used by GPES, constitutes an infringement of any patent or copyright of any country, or misappropriation of any trade secret, or constitutes a breach of any moral right, right of publicity, or intellectual property right (collectively, "Infringing Materials"). The contractual indemnification obligations contained in this Subsection (b) shall apply equally to any Infringing Materials including, but not limited to, software or firmware, which is provided with or as a component part of any Goods, Developed Materials or Services. Additionally, if GPES is prohibited from using such Infringing Materials for their intended purpose, Supplier will, at its expense: (i) procure on behalf of GPES the right to use such Infringing Materials; (ii) replace such Infringing Materials with equivalent, non-infringing materials; (iii) modify such Infringing Materials so they become non-infringing but retain their functionality; or (iv) if (i), (ii) and (iii) are not commercially reasonable, refund all compensation paid by GPES to Supplier for such Infringing Materials. The foregoing obligations are in addition to the indemnification obligations of Supplier set forth in Subsection (a) above.
- (c) Supplier will indemnify and defend GPES against Indemnified Losses arising out of claims by Supplier personnel or any government agency related to the payment of employment taxes, benefits and workers' compensation in connection with the performance of Services by such Supplier personnel.

18. **Warranty on Goods, Materials and Services** -

- (a) Supplier warrants that the Goods and any materials will be (a) newly manufactured, unless expressly agreed to otherwise in a writing signed by both parties, (b) conform to the specifications in the Purchase Order or Statement of Work, (c) be free from defects and all liens, security interests, claims and encumbrances and (d) be merchantable and fit for their intended purpose. For a period of one year after GPES' acceptance of the Goods or materials, Supplier will repair or replace any defective Goods or materials at its expense after GPES' notice to Supplier. Any Goods or materials that are repaired or replaced hereunder shall have a one-year warranty from the date of repair or replacement. If Supplier fails to promptly repair or replace a defect, GPES may cause the defect to be corrected at the expense of Supplier. If Supplier is not the manufacturer of the Goods, Supplier will pass through to GPES any additional manufacturer warranties, and at the request of GPES, make warranty claims against the manufacturer on GPES' behalf. This provision shall not be construed as disclaiming or limiting any other express or implied warranty or guarantee made by Supplier.

If a defect exists in the Goods or materials that was not and normally would not be revealed, discovered or located before the end of a warranty period by any reasonably careful inspection (hereinafter "Latent Defect"), GPES will promptly notify Supplier when such Latent Defect becomes apparent and Supplier shall repair or replace the Goods or materials at its expense.

- (b) Supplier warrants that it will perform all Services in a workmanlike manner in accordance with good industry practices and with the degree of skill, competence and care customarily exercised by a skilled service provider under similar circumstances. The Services will also be free from defects and conform to the established specifications set forth in the Purchase Order or Statement of Work. For a period of one year after GPES' acceptance of the Services, Supplier will promptly correct defects or deficiencies in the Services at its expense after GPES' notice to Supplier. Any defects or deficiencies that are corrected hereunder shall have a one-year warranty from the date of correction. If Supplier fails to promptly correct a defect or deficiency, GPES may cause the defect or deficiency to be corrected at the expense of Supplier. This provision shall not be construed as disclaiming or limiting any other express or implied warranty or guarantee made by Supplier. If a defect exists in the Services that was not and normally would not be revealed, discovered or located before the end of a warranty period by any reasonably careful inspection (hereinafter "Latent Defect"), GPES will promptly notify Supplier when such Latent Defect becomes apparent and Supplier shall correct such defects at its expense.

19. **Independent Contractor** - Supplier agrees and represents that it is an independent Supplier and its personnel are not employees or agents of GPES for federal tax purposes or any other purposes whatsoever, and are not entitled to any GPES employee benefits. Supplier assumes sole and full responsibility for the acts of its employees and agents. Supplier, and not GPES, is solely responsible for the compensation of Supplier employees assigned to perform services hereunder, and payment of worker's compensation, disability, and other similar benefits, unemployment and other similar insurance, and for withholding income and other taxes and social security. Supplier further agrees to defend and save GPES harmless against any claim from an employee or subcontractor of Supplier with respect to the subject matter of this Section.

20. **Insurance Coverages** - Supplier agrees to procure and maintain, and require the same of Supplier's subcontractors, at its own cost and expense, for the term covered by any Statement of Work or Purchase Order, insurance, as set forth below, provided by a reputable and financially responsible insurance company which shall safeguard GPES against liability for damage to property, including injuries resulting in death when Supplier is engaged in the performance of services under this Agreement. Insurers must be licensed to do business in all jurisdictions where Services are performed and have an A.M. Best's rating of A- or better; VII or other rating agency equivalent. Supplier agrees to furnish satisfactory evidence of such insurance to GPES for the following minimum insurance coverages:

- (a) **Workers Compensation Insurance**: Supplier shall maintain statutory workers compensation as required under any workers compensation or similar law in the jurisdiction where the Services are performed and employer's liability insurance. Employer's liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. If Supplier has USL&H (on or above the water), Jones Act (seaman) or FELA (railroad) exposure, then policies addressing these exposures must be purchased. If the exposure is incidental, the Workers Compensation policy should be endorsed to include these coverages.
- (b) **General Liability Insurance**: Supplier shall maintain commercial general liability with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. The policy must cover liability arising from premises, operations, independent Suppliers, damage to property, products, completed operations, personal injury and advertising injury and liability assumed under an insured contract (including the tort

liability of another assumed in a business contract). Supplier's General Liability policy should be endorsed to include a Designated Construction Project(s) General Aggregate Limit Endorsement that specifically refers to GPES' project or provide blanket language that states coverage applies to all ongoing projects of the Supplier. Completed Operations coverage is to extend for two years following the last to occur of the following events: (i) the termination of this Agreement; or (ii) the termination of all outstanding Purchase Orders.

- (c) Automobile Liability Insurance: Supplier shall maintain automobile liability with a limit of not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
- (d) Errors and Omissions Liability Insurance: IF THE SERVICES ARE CONSIDERED PROFESSIONAL SERVICES, errors and omissions liability coverage appropriate to the service should be provided. Coverage must apply to economic damages resulting from a professional error, act, or omission arising out of the scope of services defined in this contract. Coverage must be maintained in an amount of at least \$2,000,000 per occurrence and aggregate for at least two (2) years after completion. The retroactive date should be prior to commencement of work.
- (e) Excess/Umbrella Liability Insurance: Supplier shall maintain commercial excess or umbrella liability insurance excess of employer's liability, general liability and automobile liability with an available limit of not less than \$5,000,000 per occurrence. The scope of coverage must be as broad or broader than the underlying coverages.
- (f) Technology: Technology errors and omissions insurance with limits of \$10,000,000 per occurrence and in the aggregate, including coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copy must be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing, including outsourcing development and design; (6) systems design, consulting, development, and modification; (7) training services relating to computer software or hardware; (8) management, repair, and maintenance of computer products, networks, and systems; (9) marketing, selling, servicing, distributing, installing, and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage retrieval or preparation of data output; and any other services provided by Supplier, including privacy/network security (cyber) liability coverage, providing protection against liability for (1) privacy breaches (liability arising from the loss or disclosure of confidential information no matter how it occurs); (2) system breaches; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

If providing Goods to GPES, Supplier and/or its subcontractor shall provide replacement cost coverage under any combination of inland marine/ocean cargo/installation floater insurance during the transportation, loading, unloading and installation until GPES acceptance.

GPES, its parent, affiliates, sister entities, officers, directors, employees, agents, subsidiaries, joint owners and assigns must be included as an additional insured with respect to the Supplier's acts, omissions, services, products or operations, whether in whole or in part, under the General Liability (including products/completed operations), Automobile Liability and Excess/Umbrella Liability policies provided to GPES.

Supplier's insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to GPES. The policies will be so endorsed to be primary with respect to this contract. General Liability and Umbrella/Excess Liability policies must contain any Cross-Liability Exclusion Endorsements. Any deductibles or self-insured retentions carried by Supplier are the sole responsibility of Supplier and must be declared on certificates of insurance. The primary and umbrella excess policies can be combined to meet required policy limits. Supplier's (or Supplier's subcontractor's) failure to comply with the insurance requirements shall not limit Supplier's liability or impact their indemnification obligations.

Except for damages caused by the negligence of GPES, Supplier shall retain the risk of loss for any damage whatsoever to their own equipment, stationary or mobile, tools, supplies, materials, automobiles and vehicles, highway or otherwise, cranes and hoists or any other property owned or leased, including employee tools, which will not be incorporated into the physical construction. If separate insurance is maintained for any property described in this section, it shall contain a waiver of subrogation on the part of the insurance company in favor of GPES. If Supplier or Supplier's subcontractors choose to self-insure any of the property described under this section, GPES shall be held harmless for any loss or damage to the property while on site.

21. **Diverse Supplier Participation; Reporting** - GPES is a strong supporter of the development of diverse businesses and sets utilization goals to optimize the use of certified diverse businesses. "Diverse Suppliers" shall include businesses in the following categories: Small Business, Minority-owned Business Enterprise, Woman-owned Business Enterprise, Disabled Business Enterprise, Veteran Owned Business Enterprise, Disabled Veteran Owned Business Enterprise, Service Disabled Veteran Business Enterprise, HUBZone Small Business, 8(a) and Small Disadvantaged Business.

When utilizing subcontractors, Supplier shall proactively pursue small/diverse supplier participation. GPES has an annual corporate goal to achieve a percentage of spend with small/diverse participation. Supplier is strongly encouraged to strive to achieve a goal of second tier spend with Diverse Suppliers within each 12-month period of the Agreement term per contract and total spend. Upon a minimum of five days' notice, GPES shall have the right to inspect all supplier records relating to its attempts to achieve this goal. If Supplier is planning to utilize subcontractors and the contract equals or exceeds \$700,000 for goods and services (\$1.5 million for construction projects), respondent shall submit a detailed small business subcontracting plan addressing how diverse supplier participation will be achieved.

For further information on GPES' Diversity program, 2<sup>nd</sup> tier form, and an example of a Small Business Subcontracting Plan template, please go to:

<http://www.kcpl.com/about-kcpl/doing-business-with-kcpl/supplier-diversity>

GPES requires that Supplier report direct spend with Diverse Suppliers and other reportable category spend attributable to Services and Goods supplied under this Agreement. Specifically, the report categories shall include all qualified business categories as listed in the preceding paragraph. This reporting should be submitted in accordance with directions from GPES and on the form provided by GPES. This reporting shall separate each of the qualified business categories listed above and include all categories the Supplier corresponds to. For example, if a Supplier is both women and veteran owned, the reporting shall include the same spend in each category.

If assistance is needed in identifying certified Diverse Supplier firms, please contact:

**Supplier Diversity Department**

Phone: 800-880-1952

Email: [suppdiv@kcpl.com](mailto:suppdiv@kcpl.com)

22. **Safety** - All Suppliers performing work for GPES are expected to maintain safety as the highest priority. Suppliers that perform or provide field service work activities at one of the GPES facilities may also be referred to in this section as "Contractors". GPES considers that all Suppliers and Contractors have the responsibility and general supervisory authority over their worksite, including the power to correct safety and health violations. In addition, Suppliers and Contractors are responsible for the safe performance of work and for ensuring the safety performance of its employees, agents and subcontractors. GPES reserves the right to interrupt or suspend the work if, in the sole reasonable judgment of GPES, its parent company, or any affiliated company, the work is being performed in a manner which endangers the safety of any individual. In the event that work is suspended for this reason, Supplier/Contractor agrees to promptly remedy the problems and work methods which occasioned the work suspension. If Supplier fails to promptly remedy the problems and work methods, GPES, its parent company, or any affiliated company, as applicable, may at its sole discretion, terminate the Purchase Order and cause the work to be completed by GPES, its parent company, or any affiliated company, or another Supplier. In the event that this cover incurs costs in excess of those shown on the Purchase Order, Supplier/Contractor shall promptly reimburse GPES, its parent company or any affiliated company, as applicable, for the overage. Supplier/Contractor shall be paid for its actual out-of-pocket costs incurred through the time of termination.

#### **Safety Documentation**

The "Contractor Safety Requirements" may be amended from time to time without prior notice. Suppliers and Contractors shall be responsible for compliance with all current requirements as defined in each relevant Statement of Work ("SOW") and/or Purchase Order.

#### **Annual Pre-Qualification Requirements**

Suppliers and Contractors that perform or provide field service work activities may be subject to the annual Safety Pre-Qualification documentation requirements. This requirement is ultimately a decision for the Safety Program Administrator or GPES Safety.

#### **Work Rules & Orientations – KCP&L Legacy Generating Station and Delivery Division Locations**

If field service work is to be performed at any of the "KCP&L legacy generating station locations", all work is to be performed in accordance with the approved "Contractor Safety Requirements" document, are subject to the Contractor Safety Requirements Program, and may be subject to the annual orientation process. The "Contractor Safety Requirements" may be amended from time to time without prior notice.

If field service work is to be performed for the "KCP&L legacy Delivery Divisions", all work must meet or exceed the KCP&L legacy "Delivery Safety Rules & Procedures". All field service work activities may also require annual orientation. KCP&L legacy "Delivery Safety Rules & Procedures" may be amended from time to time without prior notice.

Additional information regarding KCP&L's Contractor Safety Programs and Work Rules can be found at the following link:

<http://www.kcpl.com/about-kcpl/doing-business-with-kcpl/code-of-conduct/contractor-safety-requirements>

If field service work is to be performed for any other KCP&L legacy locations not defined here, the KCP&L Site Project Manager will give direction on safety work rules and orientation.

#### **Work Rules & Orientations – Westar Legacy Locations**

If Service work is to be performed at any of the "Westar locations", all work is to be performed in accordance with the "Westar Safety Manual" and may be subject to the PowerSafe orientation program. The "Westar Safety Manual" may be amended from time to time without prior notice.

Further information regarding GPES' Contractor Safety Programs and documentation requirements may also be specified in the relevant Purchase Order(s) and/or Statement(s) of Work.

23. **Work Site Conditions** - If work is to be performed at any of the generating station locations, all work is to be performed in accordance with the approved "Work Site Conditions" applicable to all Suppliers and their subcontractors entering the property of GPES, its parent company or any affiliated company for the purpose of delivering services. The "Work Site Conditions" may be amended from time to time without prior notice.
24. **Bi-Lingual Requirement for Safety-Sensitive Jobs and Job Sites** - (If Applicable) Employees of Supplier and Supplier's subcontractors working in safety-sensitive jobs or sites must be able to, directly or through a bilingual supervisor or another employee of the Supplier:
- (a) Understand communications from GPES personnel given in English;
  - (b) Receive information from or contribute information to Westar personnel in English; and (c) Be informed of and be subject to safety rules given in English.

If an individual employee of Supplier or Supplier's subcontractor is assigned to work in a safety-sensitive job or GPES site, and he or she is not English-proficient, then such worker will be permitted to perform services under this Agreement ONLY IF a bi-lingual supervisor or other employee of the Supplier is also working within close proximity, e.g., within line of sight and hearing distance, of the non-English-proficient employee, and will be readily available to translate for and communicate with the non-English-proficient employee. Nothing in this provision is intended to prohibit any personnel from freely communicating with each other in any non-English language.

27. **Background Checks** - Supplier agrees to conduct pre-employment background checks going back a minimum of seven years on each of Supplier's employees, agents, representatives and contractors ("Supplier Personnel") that will perform Services on GPES' property, GPES' "rights of way", the property of GPES' customers, or any aspect of GPES' computer systems. Supplier acknowledges and agrees that only those persons who have successfully passed these background checks will perform such Services.

At a minimum, Supplier will confirm and verify each Supplier Personnel's identity (social security number verification), authorization to work in the United States using e-Verify, seven year federal and multi-county criminal conviction check, terrorist list (OFAC) search, driver's license history and drug screening. Supplier shall disclose to GPES the background check process it uses, and the sources from which information is obtained, including processes and sources utilized for employees providing services in foreign countries. In addition, for any Supplier Personnel who will have access to GPES' computer systems or areas critical to the support of the electricity infrastructure, the Supplier will submit either a redacted copy of the background screen or a tear off sheet from the background screen before any such access will be granted by GPES.

Supplier shall disclose to GPES any and all foreign offices and personnel who will be performing any services under this Agreement.

Background checks must be renewed every seven years as long as the Supplier Personnel is performing service on GPES' property, GPES' "rights of way" or any aspect of GPES' computer systems. Supplier is responsible for all costs related to such background checks and agrees to maintain accurate records pertaining to such background checks for a minimum of five (5) years after termination of this Agreement, unless limited by law.

28. **Advertising and Publicity** - Neither party will issue any news release, announcement, denial, or confirmation of work performed under this Agreement or advertise the relationship between the parties without the other party's prior written approval. GPES may, in its sole discretion, withhold consent to any publicity. In addition, nothing in this Agreement grants Supplier the right to use any trademarks, trade names, logos or other intellectual property of GPES or its affiliates.
29. **Removal of Personnel** - GPES may require Supplier to remove any Supplier personnel from providing Services to GPES for any lawful reason. If GPES issues a notice of removal within fifteen (15) days of the date the Supplier personnel to be removed began providing Services to GPES, GPES is not obligated to pay for Services provided by the removed Supplier personnel. GPES is not obligated to pay for Services provided by the removed Supplier personnel following GPES' notice of removal to Supplier.
30. **No Infringement; No Conflict** - Supplier warrants that the Services will not infringe upon the rights of any third party and will not conflict with its existing obligations under other contracts.
31. **Inuring of PO** - This Purchase Order shall inure to the benefit of GPES and any successor organizations.
32. **Invalid Provisions** - If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions shall continue unimpaired.
33. **Cybersecurity** - If Services or Goods provided by Supplier will connect to any network or individual electronic device of GPES or its affiliates, or if upgradable software is used in conjunction with the acquisition of Services or Goods provided by Supplier, then Supplier will comply with the Cybersecurity Requirements set forth at the following link: [Cybersecurity Requirements](#). "Upgradable software" includes, but is not limited to, operating system software, application software and programmable logic controller (PLC)-type device software.
34. **Confidential Information** - Each party may have access to confidential or proprietary information of the other during the term of this Agreement and accordingly agree to disclose such information only to its personnel who have a need to know such information in connection with the

performance of Services and who are subject to non-disclosure requirements at least as restrictive as those contained in this Agreement. Each party will use confidential information of the other only in connection with the performance of Services, and will store such information in a secure location. In addition, each party must provide the same care (and in no event less than reasonable care) to avoid disclosure or unauthorized use as it provides to protect its own confidential information. Expiration or termination of the Agreement does not relieve any party from its obligations to protect confidential information received during the term of the Agreement. The terms and existence of this Agreement and any Statement of Work or Purchase Order are each party's confidential information. If Supplier has executed a separate Non-Disclosure Agreement with GPES, Supplier agrees that its use and disclosure of GPES confidential and proprietary information and trade secrets shall be governed by, and be subject to, the terms and conditions of such Non-Disclosure Agreement.

In response to a demand from a regulatory or other governmental body, the parties may disclose confidential information to such regulatory or other governmental body as required by law. The disclosing party shall notify the other party immediately upon such request and in advance of such disclosure.

## **Exhibit A - FEDERAL CONTRACTING REQUIREMENTS**

### **52.252-2 Clauses Incorporated by Reference (FEB 1998)**

This Agreement incorporates one or more of the following clauses by reference, which shall have the same force and effect as if they were given in full text. Upon request, GPES will make their full text available. Also, the full text of a clause may be accessed electronically at the following web address: <http://acquisition.gov/comp/far/index.html>

<u><b>FAR Reference</b></u>	<u><b>Prescribed In</b></u>	<u><b>Federal Acquisition Regulation</b></u>
<b>1. Clauses applicable to this Agreement or any Statement of Work:</b>		
52.202-1	2.201	Definitions (NOV 2013)
52.212-5	13.301(b)(4)	Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (JAN 2017)
52.222-21	22.810(a)(1)	Prohibition of Segregated Facilities (APR 2015)
52.222-26	22.810(e)	Equal Opportunity (SEPT 2016)
52.222-50	22.1705(a)(1)	Combatting Trafficking in Persons (MAR 2015)
52.244-6	44.403	Subcontracts for Commercial Items (JAN 2015)
<b>2. Clauses applicable to this Agreement or any Statement of Work that Exceeds \$15,000:</b>		
52.222-36	22.1408(a)	Equal Opportunity for Workers with Disabilities (JUL 2014)
<b>3. Clauses applicable to this Agreement or any Statement of Work that Exceeds \$35,000:</b>		
52.209-6	9.409	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)
<b>4. Clauses applicable to this Agreement or any Statement of Work that Exceeds \$150,000:</b>		
52.203-6	3.503-2	Restrictions on Subcontractor Sales to the Government (SEPT 2006)

52.203-7	3.502-3	Anti-Kickback Procedures (MAY 2014)
52.203-12	3.808(b)	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
52.219-8	19.708(a)	Utilization of Small Business Concerns (NOV 2016)
52.222-35	22.1310(a)(1)	Equal Opportunity for Veterans (OCT 2015)
52.222-37	22.1310(b)	Employment Reports on Veterans (FEB 2016)

**5. Clauses applicable to this Agreement or any Statement of Work that Equals or Exceeds \$700,000 (or \$1.5 million for construction of any public facility):**

52.219-9	19.708(b)	Small Business Subcontracting Plan (JAN 2017)
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**FERC**

GPES requires compliance with the Federal Energy Regulatory Commission's (FERC's) Standards of Conduct rules and regulations.

**Veterans and Individuals with Disabilities**

The parties hereby incorporate the requirements of 41 CFR § 60-1.4(a)(7) and 29 CFR Part 471, Appendix A to Subpart A, if applicable. If applicable, **this Supplier and any subcontractors shall also abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.**

**Repeal of Clauses During Term of Contract**

If, during the term of this Agreement, any of the clauses contained in this Exhibit are repealed, revoked, or dissolved by the Government, then such clauses shall no longer be part of this Agreement as of the date of such repeal, revocation, or dissolution. The elimination of these clauses by reason of such repeal, revocation, or dissolution shall not affect the continuing validity and effectiveness of the remainder of this Agreement or other clauses referenced in this Agreement. The parties' conduct thereafter shall be modified accordingly and reflect the repeal, revocation, or dissolution as related to their respective rights and obligations hereunder.

In the event the Supplier does not comply with any of the requirements set forth in this Exhibit, this Agreement or Statement of Work may be cancelled, terminated, or suspended in whole or in part.