

Request for Proposals (RFP)

SEK-CAP Girard HOME Project

Construction of Three Single-Family Homes – Girard, Kansas

SEK-CAP, Inc. is soliciting proposals from qualified contractors for the construction of three new single-family homes in Girard, Kansas. This project supports the development of safe, affordable, accessible, and energy-efficient housing for local residents and is funded through the HOME Program.

The selected contractor will be responsible for providing all labor, materials, equipment, supervision, permits, inspections, and related services necessary to complete the construction of the homes in accordance with project plans, specifications, and applicable federal, state, and local requirements.

Qualified contractors should have demonstrated experience in residential construction and the capacity to successfully manage projects of similar size and complexity. Compliance with Section 3 requirements, Section 504 accessibility standards, applicable building codes, and 2009 IECC energy-efficiency standards will be required.

Contractors are encouraged to carefully review all bid documents, specifications, and submission requirements included in this packet. Complete proposals must include all required forms, supporting documentation, project qualifications, references, and pricing information.

Sealed Bid Proposal Due Date: October 17, 2026, by 4:30 PM

Anticipated Contract Award: November 3, 2026

Preferred Project Start Date: December 2026

Target Completion Date: September 30, 2027

Questions regarding this solicitation should be directed to:

Brian Wells

SEK-CAP, Inc.

Brianw@sek-cap.com

620-724-2809

SEK-CAP reserves the right to reject any or all proposals, to waive informalities or irregularities in the proposal process, and to accept the proposal deemed to be in the best interest of the organization and the project.

SEK-CAP Girard HOME Project
Contractor Bid Packet for Construction of Three Single Family Homes

Project Name: SEK-CAP Girard HOME Project
Project Address: 206 North Burnett, 409 North Sinnett, 709 East Maple, Girard, KS 66743
Owner/Contact: SEK-CAP, INC; Brian Wells (Brianw@sek-cap.com; 620-724-2809)
Sealed Bid Due Date and Time: October 17, 2026, by 4:30 PM
Anticipated Contract Award Date: November 3, 2026
Preferred Start Date: December 2026
Target Completion Date: September 30, 2027

1. Invitation to Bid

The Owner is requesting written bids from qualified contractors for the construction of three new single family residential houses located at 206 North Burnett, 409 North Sinnett – (Fully ADA Compliant Home), 709 East Maple, Girard, KS 66743. Bidders should review this packet carefully and submit a complete proposal that includes pricing, schedule, qualifications, assumptions, exclusions, and all required documentation.

This packet is intended to help the Owner compare bids on a consistent basis. Contractors are encouraged to ask questions before submitting a bid if any requirement, specification, drawing, allowance, or site condition is unclear.

2. Bid Submission Instructions

- Submit one complete sealed bid packet by the bid due date listed on the cover page.
- Include the completed bid form, cost breakdown, proposed schedule, proof of insurance, license information, references, and any requested attachments.
- Clearly identify all assumptions, exclusions, alternates, allowances, and proposed substitutions.
- Bid prices should remain valid for 30 calendar days after submission.
- Late, incomplete, or unclear bids may be rejected at the Owner's discretion.

3. Project Overview

Item	Project Information
Home Type	New residential construction
Approximate Square Footage	
Stories	
Bedrooms/Bathrooms	
Garage/Carport	
Foundation Type	
Utilities	
Plan Set/Drawings Date	

4. Base Scope of Work

The base bid should include all labor, materials, equipment, supervision, subcontractors, permits within the contractor's responsibility, inspections, cleanup, and coordination necessary to complete the houses according to the drawings, specifications, approved selections, applicable building codes, and this bid packet.

- Site preparation, layout, erosion control, temporary access, and construction cleanup.
- Excavation, foundation, concrete work, drainage, and backfill.
- Framing, roof structure, sheathing, exterior doors, windows, and weatherproofing.
- Roofing, siding, exterior trim, gutters, and exterior finishes.
- Rough-in and finish plumbing, electrical, HVAC, and related systems.
- Insulation, drywall, interior doors, trim, cabinetry, countertops, flooring, painting, and finish work.
- Fixtures, hardware, appliances, and owner-selected finishes as listed in the allowance schedule.
- Final punch list, cleaning, inspections, certificates, warranties, and closeout documents.

5. Bidder Requirements

- Contractor must be properly licensed or otherwise legally permitted to perform the work in the project jurisdiction.
- Contractor must carry general liability insurance, workers' compensation insurance if applicable, and any other required coverage.
- Contractor must identify major subcontractors and confirm they are qualified for their trade work.
- Contractor must provide at least three recent residential construction references.
- Contractor must disclose any known conflicts, litigation history relevant to residential construction, or inability to meet schedule expectations.

6. Section 3 Compliance Requirements

The Contractor, and all subcontractors engaged under any resulting contract, shall comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 24 CFR Part 75, and all applicable policies, procedures, reporting requirements, and guidance established by the Kansas Housing Resources Corporation (KHRC). The purpose of Section 3 is to ensure that employment, training, contracting, and other economic opportunities generated by HUD-funded projects are directed, to the greatest extent feasible, to low- and very low-income persons and eligible Section 3 Business Concerns, particularly those residing in the communities where HUD assistance is expended.

Applicability

Section 3 requirements apply to all activities and projects subject to HUD Section 3 regulations and KHRC requirements. The Contractor shall be responsible for understanding and maintaining compliance with all applicable Section 3 obligations throughout the duration of the contract and any associated subcontract agreements.

Contractor Responsibilities

The Contractor shall, to the greatest extent feasible:

- Provide employment, apprenticeship, internship, and training opportunities to Section 3 Workers and Targeted Section 3 Workers.
- Direct contracting and subcontracting opportunities to certified Section 3 Business Concerns.
- Implement affirmative outreach efforts to notify Section 3 Workers and Section 3 Business Concerns of available employment, training, and contracting opportunities.
- Incorporate required Section 3 provisions into all subcontracts and lower-tier agreements.
- Require subcontractors to comply with all applicable Section 3 requirements and reporting obligations.
- Maintain policies and procedures that support compliance with Section 3 objectives throughout project implementation.

Labor Hour Tracking and Performance

The Contractor shall maintain complete and accurate records of all labor hours worked on the project, including labor hours performed by Section 3 Workers and Targeted Section 3 Workers. The Contractor shall collect and retain sufficient documentation to support all reported labor hours and worker eligibility determinations.

The Contractor is expected to make good-faith efforts to achieve HUD-established Section 3 performance benchmarks and shall implement corrective measures when performance goals are not being met.

Outreach and Recruitment

The Contractor shall undertake documented outreach efforts designed to maximize participation by Section 3 Workers and Section 3 Business Concerns. Such efforts may include, but are not limited to:

- Advertising employment opportunities through local workforce agencies and community organizations.
- Posting job opportunities through state and local workforce systems.
- Conducting targeted recruitment activities in the project service area.
- Soliciting bids and proposals from Section 3 Business Concerns.
- Maintaining records of all outreach activities and responses received.

Documentation and Recordkeeping

The Contractor shall maintain complete and accurate records demonstrating compliance with Section 3 requirements, including but not limited to:

- Section 3 Worker certifications.
- Targeted Section 3 Worker certifications.
- Section 3 Business Concern certifications.
- Payroll records and labor hour documentation.
- Job announcements and recruitment records.
- Outreach and solicitation documentation.
- Contractor and subcontractor compliance records.
- Monthly, quarterly, and final reports as required by KHRC, HUD, or the Owner.

All records shall be maintained in an organized manner and retained for the period required by applicable federal, state, and program regulations.

Reporting Requirements

The Contractor shall submit all Section 3 reports and supporting documentation in the format and timeframe required by KHRC, HUD, and the Owner. Reports include information regarding labor hours, worker certifications, outreach activities, contracting efforts, subcontractor participation, and any other information necessary to demonstrate compliance.

Failure to submit timely, complete, and accurate reports may be considered a breach of contract and may result in corrective actions, withholding of payment, termination of the contract, or other remedies permitted under applicable laws and funding requirements.

Good-Faith Efforts

If the Contractor does not achieve established Section 3 performance benchmarks, the Contractor must be able to demonstrate that meaningful and documented good-faith efforts were undertaken to meet Section 3 objectives. Such documentation shall include evidence of recruitment, outreach, solicitation, workforce development activities, and other actions designed to create opportunities for Section 3 Workers and Section 3 Business Concerns.

Subcontractor Compliance

The Contractor shall ensure that all subcontractors, vendors, consultants, and lower-tier contractors participating in the project comply with applicable Section 3 requirements. The Contractor remains responsible for monitoring subcontractor performance, collecting required documentation, and ensuring accurate reporting throughout the project.

Monitoring, Reviews, and Audits

The Contractor shall cooperate fully with all monitoring activities, compliance reviews, audits, inspections, or investigations conducted by the Owner, KHRC, HUD, or other authorized governmental entities. Upon request, the Contractor shall provide access to all records, reports, supporting documentation, and personnel necessary to verify compliance with Section 3 requirements.

Certification

By submitting a proposal, the Proposer certifies that it understands the requirements of Section 3, 24 CFR Part 75, and KHRC Section 3 policies and procedures and agrees to comply with all applicable requirements if awarded a contract. The Proposer further certifies that it will require compliance by all subcontractors, vendors, and other entities engaged in the performance of work under any resulting contract.

7. Section 504 Compliance

The Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all applicable U.S. Department of Housing and Urban Development (HUD) regulations. The Contractor shall not discriminate against any qualified individual on the basis of disability and shall ensure that all work performed under this contract, including the design and construction of residential units, common areas, and site improvements, complies with applicable accessibility requirements. The Contractor shall cooperate with SEK-CAP in providing reasonable

accommodations and modifications as required by law and shall ensure that all subcontractors, suppliers, and consultants engaged on the Project adhere to these requirements. Failure to comply with Section 504 requirements may be considered a material breach of contract and may result in corrective action, withholding of payment, termination, or other remedies available under the Contract.

8. IECC 2009 Energy Code Compliance

The Contractor shall design, furnish, construct, install, test, and commission all work in full compliance with the requirements of the 2009 International Energy Conservation Code (IECC), as adopted and amended by the Kansas Housing Resource Corporation and The City of Girard whichever is stricter.

The Contractor shall ensure that all building envelope assemblies, fenestration systems, mechanical systems, service water heating systems, lighting systems, controls, and associated energy-consuming components meet or exceed the minimum energy-efficiency standards established by the 2009 IECC.

The Contractor shall be responsible for demonstrating compliance through the applicable IECC compliance pathway, including prescriptive, performance-based, or Energy Rating Index (ERI) methodologies, as permitted by the project and governing jurisdiction. All required calculations, energy models, testing reports, commissioning documentation, inspections, certifications, and supporting records shall be provided to the Owner upon request and prior to final acceptance of the project.

At a minimum, the work shall incorporate energy-efficiency measures consistent with the 2009 IECC requirements related to:

- Building envelope insulation and thermal performance;
- Air-barrier and air-leakage control measures;
- Fenestration performance, including U-factor and solar heat gain coefficient requirements;
- Mechanical equipment efficiency and ventilation performance;
- Duct sealing, testing, and insulation requirements, where applicable;
- Interior and exterior lighting efficiency and automatic lighting controls;
- Service water heating efficiency;
- Energy metering, monitoring, and control systems, where applicable; and
- Any additional efficiency package requirements required by the adopted code.

The Contractor shall obtain and maintain all documentation necessary to verify compliance with applicable energy code requirements and shall coordinate all required inspections, testing, and approvals. The Owner reserves the right to require independent verification of compliance. Failure to demonstrate compliance with all applicable 2009 IECC requirements shall constitute a material deficiency and may result in rejection of the work, withholding of payment, or required corrective action at no additional cost to the Owner.

The Contractor is encouraged to identify and implement cost-effective measures that meet or exceed the minimum requirements of the 2009 IECC and provide enhanced energy performance,

reduced operating costs, and improved long-term sustainability for the facilities. Such measures shall be clearly identified and documented for Owner review and consideration.

9. Build America, Buy America Compliance Conditions

The successful Contractor shall be responsible for maintaining compliance through the Build America, Buy America to complete the construction of three (3) new single-family homes in accordance with the Contract Documents, applicable laws, regulations, and industry standards.

10. Contractor Requirements and Compliance Conditions

The successful Contractor shall furnish all labor, materials, equipment, supervision, permits, and services necessary to complete the construction of three (3) new single-family homes in accordance with the Contract Documents, applicable laws, regulations, and industry standards.

Contractor Qualifications

The Contractor shall demonstrate experience in residential construction projects of similar size and complexity and possess the personnel, financial capacity, and resources necessary to successfully complete the Project. References from comparable projects are requested as part of the evaluation process.

Site Investigation

Prior to submitting a proposal, Contractors are responsible for examining all project sites and becoming familiar with existing conditions, access requirements, and factors affecting the Work. Submission of a proposal shall constitute acknowledgment that the Contractor has adequately investigated site conditions.

Schedule and Completion

Within five (5) days of contract award, the Contractor shall provide a project schedule identifying major milestones, start dates, and anticipated completion dates. The Contractor shall maintain the schedule and promptly notify SEK-CAP of any delays or changes affecting project completion. Time is of the essence in the performance of the Work.

Permits, Licenses, and Inspections

The Contractor shall obtain and pay for all permits, licenses, inspections, testing, and approvals required for the Work and shall comply with all applicable federal, state, and local codes and regulations.

Insurance

Prior to commencing Work, the Contractor shall provide proof of insurance coverage meeting the following minimum requirements:

- Workers' Compensation: Statutory Limits
- Employer's Liability: \$1,000,000
- Commercial General Liability: \$1,000,000
- Automobile Liability: \$1,000,000
- Property Damage Liability: \$1,000,000
- Personal Injury Liability: \$1,000,000

Coverage shall remain in force throughout the duration of the Project.

Subcontractors

The Contractor shall be fully responsible for the performance of all subcontractors and suppliers. No portion of the Work may be subcontracted without prior written approval from SEK-CAP.

Quality of Work and Warranties

All materials and workmanship shall be new, free from defects, and in compliance with the Contract Documents. The Contractor shall provide all applicable manufacturer warranties and guarantee correction of defective work discovered during the warranty period.

Compliance with Laws and Regulations

The Contractor shall comply with all applicable federal, state, and local laws, including but not limited to:

- Equal Employment Opportunity and Non-Discrimination requirements
- Americans with Disabilities Act (ADA)
- Occupational Safety and Health Administration (OSHA) regulations
- Drug-Free Workplace requirements
- Debarment and Suspension requirements
- Davis-Bacon and Prevailing Wage requirements
- Buy America and other federal grant requirements, when applicable

Indemnification

The Contractor shall indemnify, defend, and hold harmless SEK-CAP, its officers, employees, and agents from and against all claims, damages, losses, and expenses arising from the Contractor's operations, negligence, or performance of the Work.

Liquidated Damages

Failure to complete the Work within the Contract Time may result in the assessment of liquidated damages in the amount of One Hundred Dollars (\$100.00) per calendar day, unless otherwise specified in the Contract Documents.

Records and Audit Rights

The Contractor shall maintain project records for a minimum of seven (7) years following final payment and shall provide access to such records upon request by SEK-CAP or authorized funding agencies.

Termination

SEK-CAP reserves the right to terminate the Contract for cause or convenience in accordance with the terms of the Contract.

Governing Law

Any contract resulting from this solicitation shall be governed by the laws of the State of Kansas. Any legal action arising from the Contract shall be brought in a court of competent jurisdiction within the State of Kansas.

11. Bid Form

Bid Item	Amount
Base Bid for Complete House Construction	\$
Allowances Included in Base Bid	\$
Contingency Included, if any	\$
Sales Tax Included, if applicable	\$
Total Proposed Contract Amount	\$
Bid Valid Through	
Estimated Start Date	
Estimated Substantial Completion Date	

12. Cost Breakdown

Category	Labor	Materials	Subcontractor/Equipment	Total
Site Work and Excavation	\$	\$	\$	\$
Foundation and Concrete	\$	\$	\$	\$
Framing and Structural	\$	\$	\$	\$
Roofing and Exterior Envelope	\$	\$	\$	\$
Plumbing	\$	\$	\$	\$
Electrical	\$	\$	\$	\$
HVAC	\$	\$	\$	\$
Insulation and Drywall	\$	\$	\$	\$
Interior Finishes	\$	\$	\$	\$
Cabinets, Counters, Fixtures, and Appliances	\$	\$	\$	\$
Painting and Final Finish	\$	\$	\$	\$
Cleanup, Closeout, and Warranty	\$	\$	\$	\$
Total	\$	\$	\$	\$

13. Allowances and Selections

Allowances should be listed separately so the Owner can understand what product or finish costs are included in the bid. If actual selection costs differ from the allowance, the contract amount should be adjusted through an approved change order.

Allowance Item	Included Amount	Notes/Assumptions
Cabinetry	\$	
Countertops	\$	
Flooring	\$	
Lighting Fixtures	\$	
Plumbing Fixtures	\$	
Appliances	\$	
Landscaping	\$	

14. Alternates, Options, and Unit Prices

Alternate/Option	Add/Deduct	Price	Notes
Alternate 1:	Add / Deduct	\$	
Alternate 2:	Add / Deduct	\$	
Alternate 3:	Add / Deduct	\$	
Unit Price:	Per	\$	

15. Schedule and Milestones

Milestone	Estimated Date/Duration	Notes
Contract Award		
Permitting Complete		
Site Work Begins		
Foundation Complete		
Framing Complete		
Rough-In Complete		
Drywall Complete		
Interior Finishes Complete		
Final Inspection/Punch List		
Substantial Completion		

16. Assumptions and Exclusions

Contractor shall list all assumptions and exclusions below. Items not clearly excluded may be considered included in the base bid, subject to final contract negotiation.

Assumptions	Exclusions
1.	1.
2.	2.
3.	3.
4.	4.

17. Change Orders

Changes to scope, materials, schedule, allowances, or pricing must be documented in writing before the changed work begins. Each change order should identify the requested change, price impact, schedule impact, and approval signature from the Owner and Contractor.

18. Insurance, Licensing, and Compliance

- Attach certificate of general liability insurance.
- Attach workers' compensation insurance information, if applicable.
- Provide contractor license, registration, or local qualification information, if required.
- Identify who is responsible for building permits, trade permits, inspections, and utility coordination.

- Confirm that work will comply with applicable building codes, safety requirements, inspection requirements, and any other requirements listed in this RFP.

19. Warranty and Closeout Requirements

- Provide written warranty terms for workmanship and materials.
- Provide manufacturer warranties for installed products and equipment.
- Provide operating manuals, product information, paint colors, finish schedules, and maintenance recommendations.
- Complete final punch list items within an agreed timeframe after substantial completion.
- Deliver final lien waivers or releases as required by the contract and payment process.

20. Submission Checklist

- Completed bid form
- Detailed cost breakdown
- Proposed construction schedule
- List of allowances and selections
- Alternates and unit prices, if applicable
- Assumptions and exclusions
- Insurance certificates
- License or registration information, if applicable
- List of subcontractors
- Three recent references
- Warranty information
- Signature page

21. Contractor Certification and Signature

By signing below, the Contractor certifies that it has reviewed the bid packet, drawings, specifications, site conditions, and all applicable addenda; that the bid is complete to the best of its knowledge; and that all assumptions, exclusions, alternates, and qualifications have been disclosed in writing.

Contractor Company: _____

Authorized Representative: _____

Title: _____

Phone/Email: _____

Signature: _____

Date: _____

PROJECT MASTER SPECIFICATION

Three (3) HUD HOME Single-Family Residences

Girard, Kansas

1,278 SF • 2 Bedroom • 1 Bath • Attached Single-Car Garage

Section 504 Accessible • Fair Housing Compliant • 2019 IECC Design Basis

1. PROJECT DESCRIPTION

Construction of three (3) detached single-family residences consisting of:

- 1,278 square feet conditioned living area
- Two (2) bedrooms
- One (1) bathroom
- Attached single-car garage
- Covered front porch – (Sinnett Property Only)
- Front wheelchair-accessible ramp – (Sinnett Property Only)
- Rear reinforced concrete patio
- Crawlspace foundation
- Complete site preparation and grading
- Utility connections
- HUD HOME funded
- Section 504 compliant – (Sinnett Property Only)
- Fair Housing compliant
- City of Girard permit and inspection compliant
- Designed to meet or exceed 2019 IECC energy-performance standards

2. SITEWORK

Site Preparation

- Clearing and grubbing
- Excavation
- Rough grading
- Final grading
- Soil compaction
- Erosion control
- Drainage improvements
- Positive drainage away from all structures

Utilities

Electrical

- 200-amp service connected to city utilities

Natural Gas

- Kansas Gas Service meter location and connection
- Hookups installed for water heater, oven, and dryer

Water

- 1-inch potable water service
- Connected to city water meter
- Sized appropriately for fixtures and appliances

Sewer

- Two homes connected to city sewer

Sinnott Property

- Private septic tank system
- Lateral field
- Required permits and inspections
- Culvert installed at driveway entrance

3. FOUNDATION SYSTEM**Footings**

- Reinforced concrete footings
- 4,000 PSI concrete
- Reinforcing steel per engineering requirements

Foundation Walls

- 8-inch reinforced CMU (cinder block) walls

Waterproofing

- Exterior moisture barrier system
- Foundation waterproofing membrane
- Protection board where required

Foundation Drainage

- Continuous perimeter drain tile
- Washed aggregate drainage layer
- Filter fabric

Exterior Sump System

- Exterior sump pit installed at lowest practical point
- Connected to foundation drainage system
- Automatic sump pump
- Discharge directed away from foundation

4. CRAWLSPACE SYSTEM**Construction**

- Full crawlspace beneath conditioned living space

Vapor Barrier

- Minimum 15-mil reinforced vapor barrier
- Continuous coverage of crawlspace floor
- Sealed seams
- Sealed penetrations
- Sealed to foundation walls

Lighting

- Code-compliant lighting installed throughout crawlspace

Documentation

- Manufacturer performance documentation provided for compliance review

5. FLOOR SYSTEM

Floor Framing

- 2x10 dimensional lumber floor joists or comparable
- 16 inches on center

Subfloor

- 3/4-inch tongue-and-groove OSB
- Glued and mechanically fastened
- Suitable for glue-down flooring installation

6. EXTERIOR WALL SYSTEM**Framing**

- 2x6 wood stud framing – exterior walls/plumbing walls
- 2x4 wood stud framing - interior walls
- 16 inches on center

Sheathing

- 7/16-inch OSB wall sheathing

Weather Barrier

- Energy-rated weather-resistant house wrap
- Fully taped seams
- Proper flashing at windows, doors, and penetrations

Insulation

- R-13 minimum wall insulation
- All joints protected and sealed

Exterior Wall Assembly Energy Verification

- Exterior wall framing shall consist of 2x4 wood studs at 16 inches O.C.
- Wall cavity insulation shall be R-13 minimum.
- Energy-rated insulated vinyl siding shall be installed. Color selection shall be determined by Owner.
- Energy-rated weather-resistant house wrap shall be installed.
- Prior to final permit submission, the wall assembly shall be reviewed to verify compliance with adopted 2019 IECC performance targets.
- Additional insulation, enhanced siding values, improved air-sealing measures, insulated sheathing, or equivalent improvements may be used as required.

Documentation

- Manufacturer performance documentation provided for compliance review

7. EXTERIOR FINISHES**Siding**

- Energy-rated insulated vinyl siding
- Owner-selected color

Soffit

- Energy-rated vented vinyl soffit

Fascia

- Energy-rated vinyl fascia

Colors

- Matching or complementary color scheme

8. ROOF SYSTEM

Framing

Either:

- 2x6 rafters at 16 inches on center

OR

- Engineered roof trusses of equal or greater structural capacity

Decking

- OSB roof sheathing

Underlayment

- Asphalt felt underlayment

Roofing

- Owens Corning architectural asphalt shingles – Color Driftwood/Sandalwood
- Class 3 impact-resistant rating
- All penetrations must sealed.

9. ATTIC SYSTEM

Insulation

- R-49 blown cellulose insulation. All penetrations from the conditioned space must be air sealed and damned from insulation.

Ventilation

Intake

- Continuous soffit ventilation
- Soffit vent tunnels/baffles installed

Exhaust

- Ridge vent preferred
- Supplemental roof vents as required

Air Sealing

All penetrations through conditioned space and building envelope shall be sealed, including but not limited to:

- Plumbing
- Electrical
- HVAC
- Lighting
- Utility penetrations
- Mechanical penetrations
- Chases
- Exhaust penetrations

10. WINDOWS

Requirements

- ENERGY STAR rated
- White in Color

- Double-pane insulated glass
- Low-E glazing
- Argon-filled units

Performance

- Maximum U-Factor: 0.32
- Maximum SHGC: 0.40
- Lower values permitted and encouraged

Accessibility

- Accessible hardware
- Accessible operating heights
- Compliant with Section 504 requirements – (Sinnott Property Only)

Documentation

- Manufacturer performance documentation provided for compliance review

11. EXTERIOR DOORS

Front Entry Door

- White insulated steel door
- Solid panel construction

Storm Door

- White finish
- Double-pane glass

Rear Door

- Energy Efficient Sliding patio door – (Sinnott Property Only)
- Energy Efficient 36-inch patio door – (Remaining Homes)
- White finish
- Double-pane Low-E insulated glass
- Screen door included

Garage Access Door

- Energy Efficient, Fire-rated insulated steel door
- White finish

Documentation

- Manufacturer performance documentation provided for compliance review

12. GUTTERS & DRAINAGE

Gutters

- 6-inch seamless aluminum gutters
- White color

Gutter Guards

- Installed on all gutters

Downspouts

- White aluminum

Discharge

- Routed away from foundation at least 6 feet from foundation
- Coordinated with site grading

13. CONCRETE

Concrete Strength

- 4,000 PSI minimum

Reinforcement

- Rebar reinforcement
- Reinforcing mesh
- Reinforcing supports/chairs

Garage Floor

- 6-inch reinforced concrete slab

Driveway

- 6-inch reinforced concrete

Front Porch

- Reinforced concrete

Handicap Ramp – Sinnett Street Property Only

- Reinforced concrete

Walkways

- Reinforced concrete

Rear Patio

- 4-inch reinforced concrete
- Sloped away from structure

14. ACCESSIBILITY REQUIREMENTS

General

Entire project shall be designed to Section 504 accessibility standards.

Accessible Route

- Accessible route from parking to entry
- Accessible circulation throughout residence

Flooring

- No thresholds
- Continuous transitions throughout home

Hardware

- Lever handles throughout – Chrome Finish

15. FRONT EGRESS (Applies to Sinnett Street Property Only)

Construction

- Wheelchair-accessible ramp

Handrails

- Powder-coated metal handrails

Requirements

- ADA/Section 504 compliant
- Required landings included
- Slip-resistant surfaces

16. FRONT EGRESS (Burnett/Maple Street Properties Only)

Construction

- Standard Concrete Steps appropriate to the elevation

Handrails

- Powder-coated metal handrails

Requirements

- Slip-resistant surfaces

17. REAR EGRESS – (Sinnott Street Property Only)

- Metal handrails installed
- Installation of Section 504/ADA Compliant Concrete Wheelchair Ramp

18. REAR EGRESS – (Burnett/Maple Street Properties Only)

- Metal handrails installed
- Standard Concrete Steps appropriate to the elevation

19. FLOORING

Material

- Admira Home Décor 5mm Premium Flexible Glue Down/Loose Lay Vinyl Planks
- Southern Heritage Color

Wear Layer

- Minimum 20-mil wear layer

Installation

- Continuous installation
- Suitable for wheelchair traffic

Color

- Owner selected

20. INTERIOR WALLS & CEILINGS

Wall Drywall

- 1/2-inch gypsum drywall

Garage Separation Wall

- 5/8-inch Type X fire-rated drywall

Ceiling Drywall

- 5/8-inch gypsum drywall

Ceiling Finish

- Knockdown texture

Ceiling Paint

- Sherwin Williams Base PM 200 SG
- Color – Extra White

Wall Finish

- Knockdown texture

Wall Paint

- Sherwin William Base PM 200 SG

- Color – Poplar Gray SW6071 Semi-Gloss
- Eggshell finish

21. INTERIOR TRIM

Material

- MDF trim

Color

- Sherwin Williams Base PM 200 SG
- Color – Extra White

22. INTERIOR DOORS

Construction

- Solid-core doors

Color

- White painted finish

23. GARAGE

Door

- White insulated steel overhead door

Opener

- Electric opener with remote controls

Floor

- 6-inch reinforced concrete slab

Ramp – (Sinnott Property Only)

- Section 504/ADA compliant wheelchair ramp
- Additional space required in garage to accommodate ramp and egress access from both sides of vehicle

Stairs – (Burnett/Maple Street Properties)

- Standard Concrete steps appropriate to elevation
- Metal Handrails installed

24. HVAC SYSTEM

Heating

- Natural gas furnace

Efficiency

- Minimum 96% AFUE

Cooling

- Central air conditioning

Efficiency

- Minimum 16 SEER

Registers

- White floor registers throughout

Thermostat

- Programmable thermostat

25. WATER HEATER

Type

- Electric

Capacity

- 40-gallon storage tank

26. BATHROOM

Toilet

- ADA-compliant toilet at all homes

Grab Bars

- ADA-compliant grab bars
- ADA-compliant diameter and mounting requirements
- Stainless steel construction
- Brushed nickel/satin finish
- Reinforced wall blocking installed behind all grab bar locations
- Installed per ADA, Section 504, and HUD requirements

Vanity

- Custom ADA-compliant roll-under vanity – (Sinnott Street Property only; Standard Vanity Cabinets on Burnett and Maple Street Properties)

Mirror

- Installed in accordance with ADA and Section 504 requirements – (Sinnott Street Property only; Standard Mirror height for Burnett and Maple Street Properties)
- Bottom edge of reflecting surface maximum 40 inches AFF
- Sized for seated and standing users

Shower – Sinnott Street Property Only

- ADA transfer shower
- Low-profile shower base
- Fold-down shower seat
- Grab bars
- Reinforced blocking
- Standard shower head
- ADA-compliant handheld shower wand
- Accessible controls

Shower – Burnett and Sinnott Street Properties

- Standard Tub and Shower Kit
- Reinforced blocking
- Standard shower head

Accessories

Brushed nickel finish:

- Faucets
- Shower hardware
- Towel bars
- Toilet paper holder

Exhaust Fan

- ENERGY STAR rated
- Roof vented
- Timed shutoff

27. KITCHEN**Cabinets – Sinnett Street Property Only**

- Custom ADA-compliant kitchen cabinets
- White finish
- Roll-under work areas

Cabinets – Burnett and Maple Street Properties

- Standard height kitchen cabinets
- White finish

Countertops

- ADA-compliant working heights – (Sinnett Street Property Only)
- Standard countertop heights – (Burnett/Maple Street Properties Only)
- Laminate finish
- Owner-selected color

Backsplash

- Full kitchen backsplash
- Owner-selected color

Sink

- Double-basin stainless steel sink

Garbage Disposal

- 3/4 HP energy-efficient residential unit

Appliances

- ENERGY STAR rated
- ADA-compliant models where available – (Sinnett Street Property Only; Burnett and Maple Street properties standard Energy Rated appliances)
- Stainless steel finish
- Owner selected

Ventilation

- IECC-compliant kitchen exhaust system
- Roof vented
- Energy-efficient operation

28. CLOSETS**Accessibility – (Sinnett Property Only)**

- ADA-compliant layout
- Accessible reach ranges

Finish

- White shelving and components
- White wall-mounted systems

29. PLUMBING – PEX-A throughout all homes

Exterior Hose Bibs

Front

- One hose bib near bedroom side

Rear

- One hose bib near laundry room side

Roll-Under Protection – Sinnott Street Property Only

- Exposed plumbing protected at ADA-compliant installations

Plumbing Chases - Sinnott Street Property Only

- Covered with vinyl finish material

30. ELECTRICAL

Service

- 200-amp electrical service

Devices

- White switches and outlets

GFCI Protection

Installed in:

- Kitchen
- Bathroom
- Laundry room
- Mechanical room
- Exterior locations

Exterior Receptacles

Front

- White GFCI outlet

Rear

- White GFCI outlet

31. LIGHTING

General Lighting

- LED recessed lighting throughout residence

Closets

- Code-compliant lighting

Crawlspcace

- Lighting installed

Bathroom

- ADA-appropriate vanity lighting package

Ceiling Fans

Living Room

- 52-inch ceiling fan

Bedrooms

- 36-inch white ceiling fan in each bedroom

32. FIRE & LIFE SAFETY

Smoke Alarm System

- Hardwired system
- 10-year tamper proof battery backup
- Interconnected

Carbon Monoxide Detectors

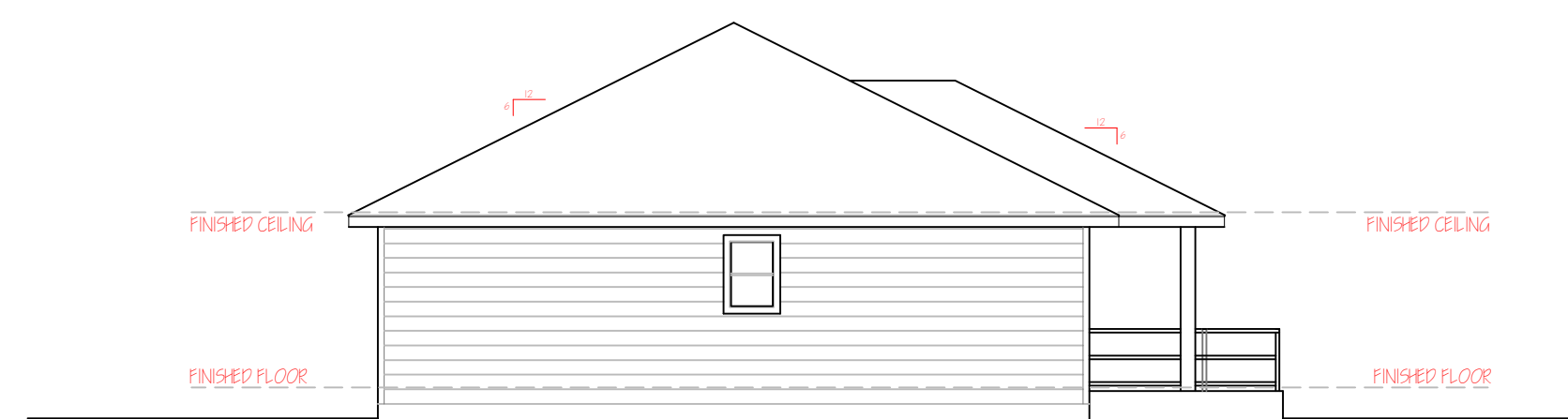
- Hardwired System
- 10-year tamper proof battery backup
- Interconnected

Notification

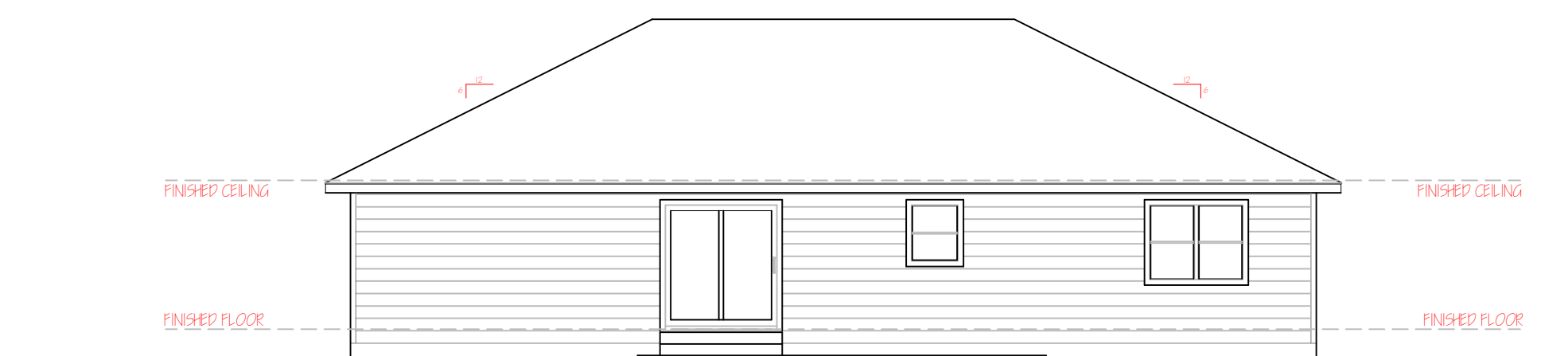
- Deaf/Visually Impaired Compliant Alert System installed in the Maple Street Property – including but not limited to vibration notifications, verbal alerts, strobes
- Remaining properties on Sinnett and Burnett have standard alert systems.

Locations

- Bedrooms
- Hallways
- Living areas
- Additional locations as required by code



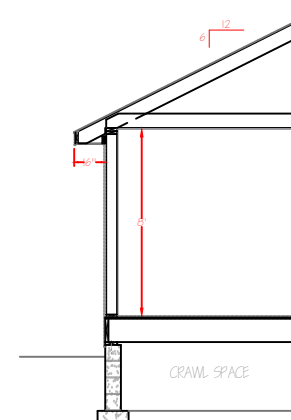
2 | LEFT ELEVATION
SCALE: 1/8" = 1' - 0"



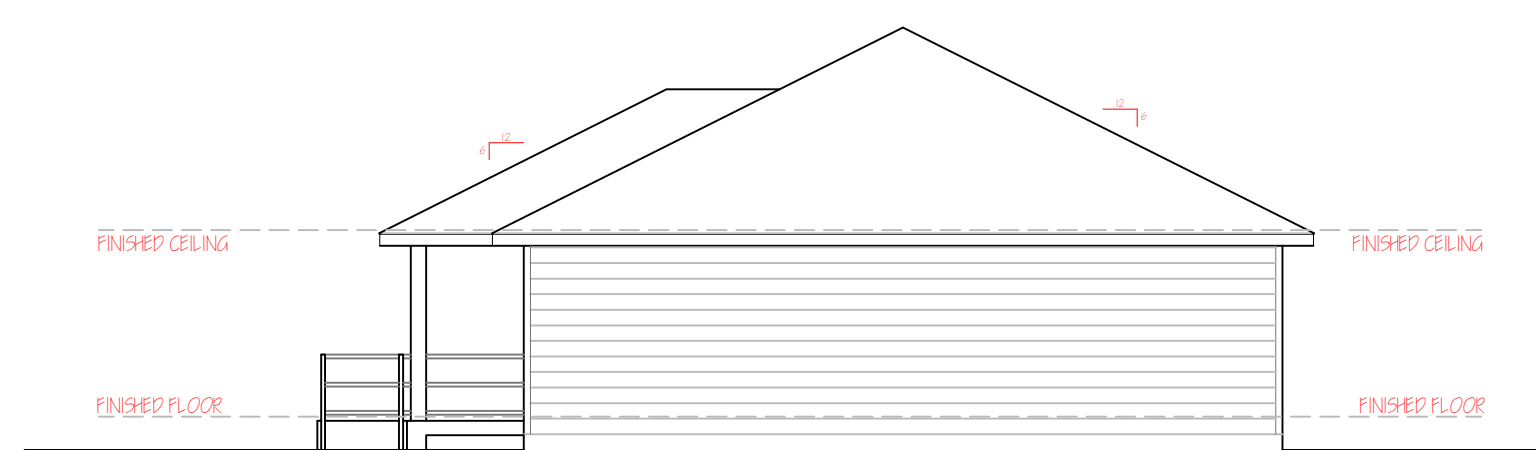
3 | REAR ELEVATION
SCALE: 1/8" = 1' - 0"



1 | FRONT ELEVATION
SCALE: 1/4" = 1' - 0"



4 | WALL SECTION
SCALE: 1/8" = 1' - 0"



5 | RIGHT ELEVATION
SCALE: 1/8" = 1' - 0"

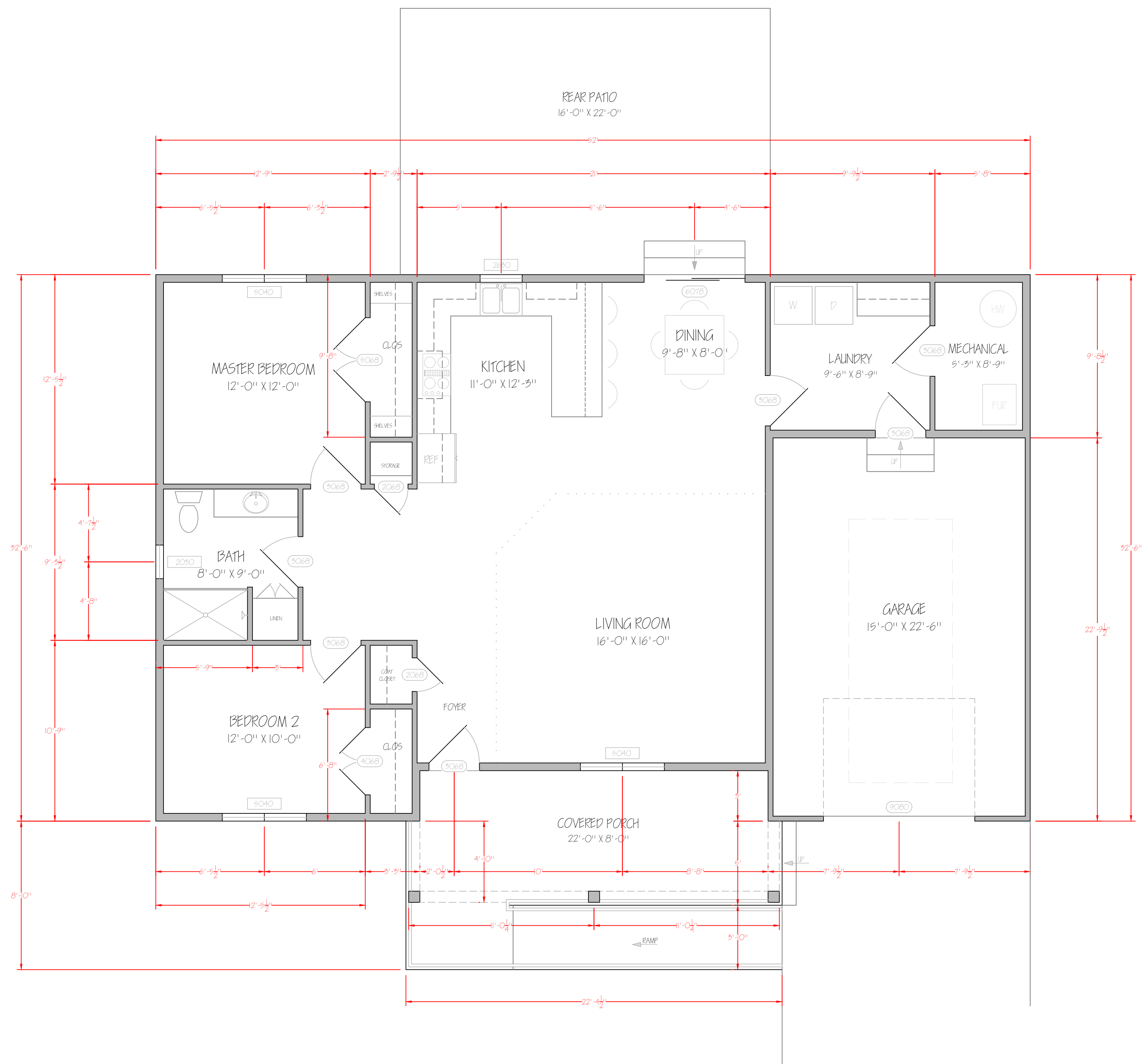
SEK-CAP HOUSE PLANS

SIEBERT DRAFTING AND DESIGN

GIRARD, KS

DATE: 5/17/26

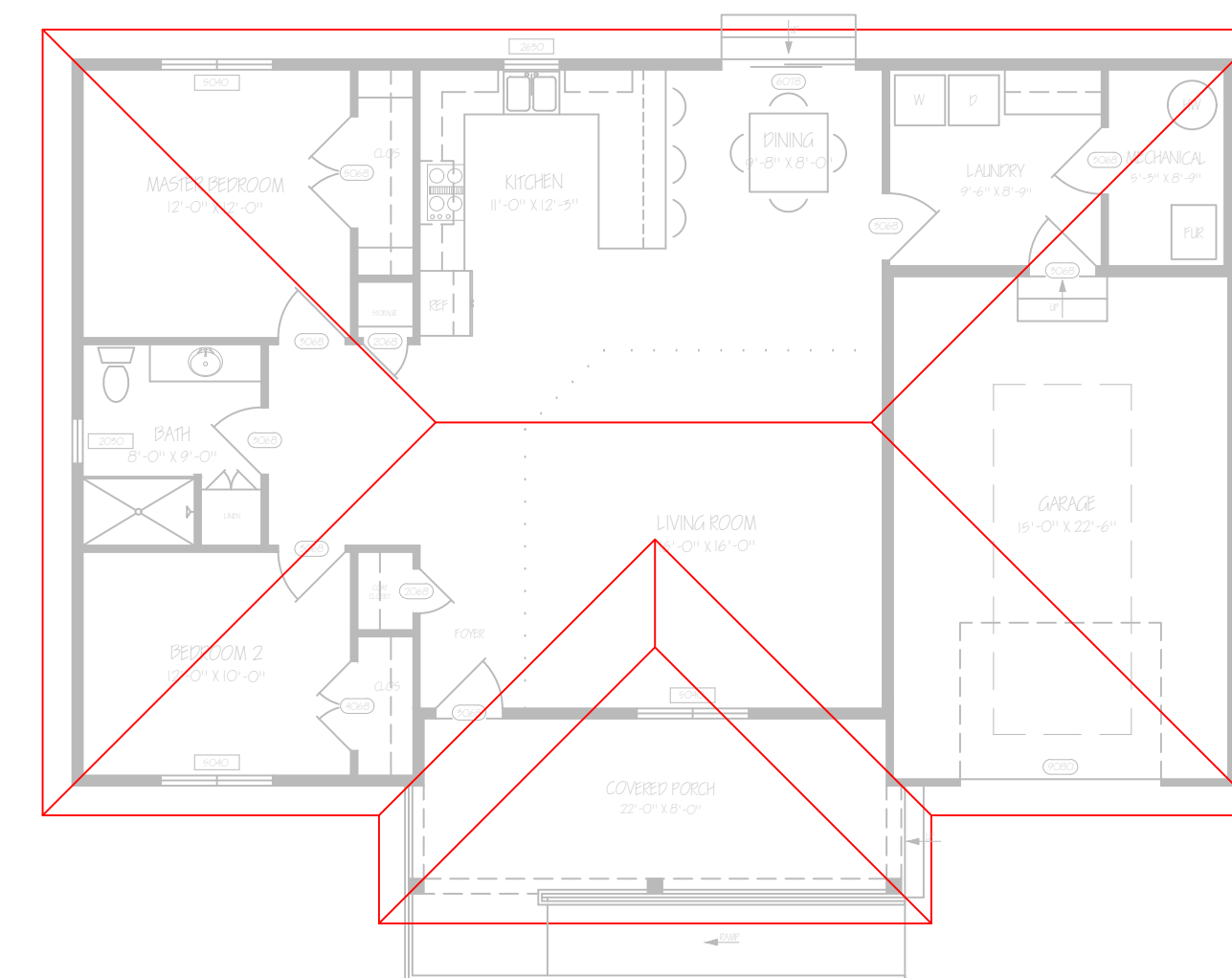
AI
ELEVATIONS



1 MAIN FLOOR PLAN
SCALE: 1/4" = 1' - 0"
APPROXIMATELY 1,278 SQ FT

THE "DESIGN INTENT" DRAWING CONSTITUTES GENERAL PRELIMINARY DESIGN ADVISE ONLY AND SHOULD NOT BE MISTAKEN FOR THE PRACTICE OF ARCHITECTURE. SIEBERT DRAFTING AND DESIGN ASSUMES NO LIABILITY FOR ANY PROJECT CONSTRUCTED FROM THIS DRAWING. IT IS THE RESPONSIBILITY OF THE CLIENT/ OWNER/ BUILDER AND BUILDING CONTRACTOR TO VERIFY PLAN ACCURACY AS WELL AS LOCAL AND STATE BUILDING CODE AND PERMIT REQUIREMENTS PRIOR TO CONSTRUCTION.

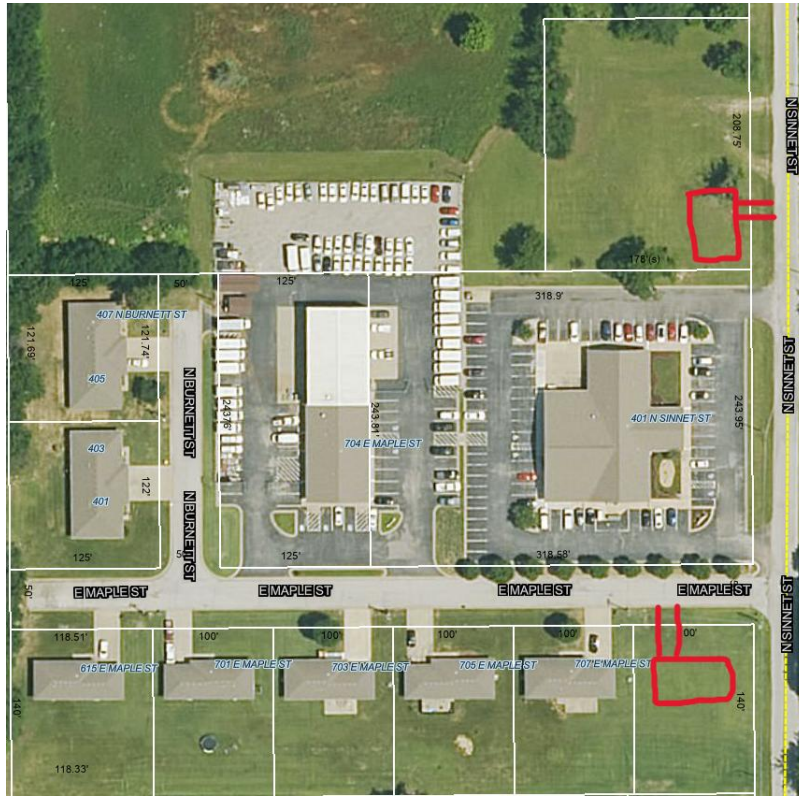
- NOTES:
- 1.) EXTERIOR WALLS ARE DRAWN AT 5 1/2" THICKNESS. INTERIOR WALLS ARE DRAWN TO 3 1/2" THICKNESS, EXCEPT FOR WALLS THAT MAY INCLUDE PLUMBING.
 - 2.) CEILING HEIGHT IS DRAWN AT 8' THROUGHOUT.
 - 3.) DOOR/ WINDOW SIZES AND LOCATIONS INDICATED MAY BE SUBJECT TO CHANGE IF DESIRED BY HOMEOWNER. ALL DOORS ARE DRAWN TO 3' WIDTHS, EXCEPT SMALL CLOSET SPACES, MEETING HANDICAPPED ACCESSIBILITY REQUIREMENTS.
 - 4.) ELECTRICAL DETAILS, PLUMBING DETAILS, AND HVAC DETAILS SHOULD BE DETERMINED BY THOSE CONTRACTORS PRIOR TO CONSTRUCTION.
 - 5.) CABINETS DETAILS SHOULD BE DETERMINED BY CABINET SHOP TO BE USED PRIOR TO CONSTRUCTION.
 - 6.) SHOWER BATHTUBS SIZES NEED TO BE DETERMINED FOR ACTUAL SIZE PRIOR TO CONSTRUCTION. THE WALLS THAT SURROUND THESE ITEMS ARE AN APPROXIMATION OF FIXTURE SIZE AND THE SURROUNDING WALLS MAY NEED TO BE MODIFIED TO FIT.
 - 7.) FIXTURE AND APPLIANCE SIZES ARE CLOSE APPROXIMATIONS AND SHOULD BE DETERMINED PRIOR TO CONSTRUCTION.
 - 7.) PRIMARY ROOFS DRAWN AT 6/12 PITCH. ALL OVERHANGS DRAWN AT 16".
 - 8.) SECTIONAL DETAILS ARE SIMPLY VISUAL REFERENCE. CONTRACTOR WILL NEED TO DETERMINE STRUCTURAL ACCURACY.
 - 9.) THE RAMP SHOULD BE CONSTRUCTED TO 1" RISE FOR EVERY 1 FOOT OF RUN TO MEET HANDICAPPED CODE REQUIREMENTS.



2 ROOF PLAN
SCALE: 1/8" = 1' - 0"

SEK-CAP HOUSE PLANS		A2 FLOOR PLANS
SIEBERT DRAFTING AND DESIGN		
GIRARD, KS	DATE: 5/17/26	

Sinnett Street Home Location - ADA Compliant Housing Unit
Maple Street Home Location



Burnett Street Home Location



SEK-CAP BIDDING AND CONTRACTING CONDITIONS

THIS IS NOT AN ORDER. Bid Request and Bid is made upon and subject to the following conditions which are accepted by Bidder. Upon acceptance by SEK-CAP, the Bid Request and Bid, including these Bidding and Contracting Conditions and subsequently issued Purchase Requisition Documents, shall constitute the Contract for furnishing the items described in the Bid Documents in strict conformity with the Contract instruments, including the requirements of this Section.

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS** Whenever the following words and expressions appear in the solicitation document or any amendment hereto, the definition or meaning described below shall apply.
 - a. **Addenda:** are written instruments issued prior to the execution of the Contract which modify or interpret the bidding documents by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Contract is executed.
 - b. **Amendment:** means a written modification to the Contract.
 - c. **Attachments:** are any documents included in or referenced by the Solicitation Documents to incorporate informational data, including drawings, specifications, photographs, supplementary information, performance requirements or references that may affect the solicitation or the resulting Bid or Proposal.
 - d. **Bid:** is an offer to do work, supply materials or services or to otherwise furnish or provide indicated items in response to an Invitation to Bid or Request for Proposal for a stated price.
 - e. **Bidder:** means the person or organization that responds to a solicitation document by submitting a bid/proposal with price to provide the equipment/supplies, and/or services as specified by the Contract Documents.
 - f. **Bid Modification:** A writing, facsimile, or email to SEK-CAP from a Bidder that changes the Bid Price by providing an amount that is added to or deducted from the Bid Prices indicated on the Bid Form.
 - g. **Bid Request:** means the same as Invitation to Bid.
 - h. **Bid Opening Date and Time:** and similar expressions mean the exact deadline required by the solicitation document for the receipt of a Bid.
 - i. **Buyer:** means the same as the Project Administrator.
 - j. **Contract:** means the legally binding written Agreement between SEK-CAP and the Bidder that has been given a written Notice of Award for monetary or other valuable consideration in exchange for the procurement of products, equipment, materials, labor, supplies, services and related items or work subject to such Agreement.
 - k. **Contract Documents:** may be drawings, schedules, photographs, written information, or other types of documentation including these Bidding and Contracting Conditions that indicate product or material requirements, specifications, quantities, services to be provided or other information pertinent to the order placed by SEK-CAP relative to the contract anticipated by such documents.
Contractor: means a person or organization who is a successful Bidder as a result of a Bid and who enters into a Contract with SEK-CAP Inc. to provide Products, Materials, Labor, Services, or other Deliverables in accordance with these Conditions.
 - m. **Exhibit:** means forms or other documents which are included as attachments with a Request for Bid or proposal which the Bidder must complete and return along with the Bid prior to the specified date and time indicated for Receipt of Bids.
 - n. **Furnish:** means to supply products or materials only, including any services, transportation and other requirements indicated by the Contract Documents, without installation which will be performed by SEK-CAP or others.
 - o. **Install:** means to apply, construct, or otherwise treat products or materials associated with this Contract or furnished by SEK-CAP or others, as indicated by the Contract Documents.
 - p. **Invitation to Bid (1TB)** means the procurement document issued by SEK-CAP to potential bidders to notify Vendors and Contractors of the availability of documentation describing the requirements for Products, Work, Services, or other items subject to these Bidding and Contracting Conditions.
 - q. **May:** means that a certain feature, component, or action is permissible, but not required.
 - r. **Must:** has the same meaning as the word Shall. means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid/proposal being considered non-responsive and not evaluated any further, or for rejection of Work furnished by the Contractor under the Contract.
 - s. **Provide:** means Furnish and Install complete with all incidental requirements for such installation in accordance with the requirements of the Project.
 - t. **Participating Agency:** means any State, Federal or local Government or other entity, if any, that is participating in the funding, procurement process and award of the Contract subject to this Section.
 - u. **Project Administrator:** means the staff personnel employed by SEK-CAP or other authorized representative designated to receive Bids and responsible for procurement of items indicated by the Solicitation Documents.
 - v. **Shall:** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid/proposal being considered non-responsive and not evaluated any further, or for rejection of Work furnished by the Contractor under the Contract.
 - w. **Should:** means that a certain feature, component and/or action is desirable but not mandatory.
 - x. **Solicitation Documents:** means the procurement documents provided by SEK-CAP or their designee for use by Bidders in the preparation of their Bid and issued to potential bidders for the procurement by SEK-CAP of equipment, supplies, materials, labor, work, or services, as described by such the documentation provided. This definition includes these Bidding and Contracting Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto. Solicitation documentation may be modified after bids are received and will become a part of the Contract Documents when included with a Notice of Acceptance of Bid issued to the Bidder by SEK-CAP.
 - y. **Vendor:** same as Contractor.
2. **OPEN COMPETITION**
 - a. SEK-CAP procurement procedures and protocol may involve seeking Competitive Bids for certain types or scopes of work. Competitive Bids may be sought by using various methods of invitation, notice, solicitation, or announcement and advertised in various manners and mediums. When competitive bids are sought, SEK-CAP will prepare or have prepared by others; Solicitation Documents that define the requirements of the products, installations, standards, qualifications, and other

DIVISION 00- PROCUREMENT AND CONTRACTING REQUIREMENTS

information that Bids shall be based upon. Such Documentation is intended to provide sufficient description as required to permit open, fair, and responsive bids by Bidders that are unaffiliated with each other and in true competition in accordance with Federal Law or other rules as defined herein, and to otherwise reasonably establish a basis for direct, fair, equitable and open competition.

- b. It shall be the bidder's responsibility to ask questions, request changes or clarification or otherwise advise SEK-CAP in writing if any language, specifications or requirements for a bid or proposal appear to be ambiguous, contradictory, or arbitrary; or appear to inadvertently or unreasonably restrict or limit the requirements stated for the bid or proposal to a single source. All communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the Project Administrator as indicated by the Invitation to Bid or Request for Proposal. Such communication must be received at least seven calendar days prior to the bid opening date established by the Notice or invitation. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised via the issuance of an Addendum of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that any questions received by SEK-CAP less than seven calendar days prior to the bid/proposal opening date may not be answered.
- c. NO ORAL EXPLANATION in regard to the meaning of the specifications will be made, and no oral interpretation will be given before the award of the contract. If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of any part of the specifications or any other proposed bidding documents, they may submit to the SEK-CAP a written request for an interpretation thereof. The individual submitting such request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made by Addendum issued or delivered to each person known by SEK-CAP as having received such documents. SEK-CAP will not be responsible for any other explanations or interpretation of the proposed documents.
- d. SEK-CAP reserves the right to modify or cancel a bid after issuance. Such a modification shall be identified as an Amendment to the Contract.

3. PREPARATION OF BID/PROPOSAL

- a. Bidders must examine the entire bid/proposal carefully. Failure to do so shall be at bidder's risk.
- b. Bids lacking any written indication of intent to bid an alternate brand or to take an exception shall be received and considered to be in complete compliance with the specifications and requirements as listed in the bid/proposal.
- c. Firm fixed prices shall include all transportation dealer, and other costs, fees and charges and taxes FOB destination, freight allowed, unless otherwise specified in the Invitation for Bid or Request for Proposal.
- d. All prices shall be stated in units of quantity specified, with all delivery and dealer charges and applicable discounts included in the quoted price.
- e. Fill in all blank spaces on the Bid Form. Where a space on the Bid Form is shown for an item requested as an alternative or option which is supplied as standard for the Base Bid equipment specified, enter "No Change" in that space. All alternatives and options shown are either in addition to or in lieu of items or Work as indicated to be provided by the Base Bid. Where a space on the Bid Form is shown for an item requested that is not an available option for the Base Bid item, enter "Not Available (N/A)" in that space.
- f. Where an alternative or option results in an additional charge, enter such additional amount in the corresponding space. Where an option results in a deduction from the Base Bid enter "Deduct" before the amount. SEK-CAP reserves the right to procure the Base Bid item, and to accept or reject options as may be in SEK-CAP's interest to do so.
- g. For Bid Evaluation purposes, the Bidder shall supply a complete description of items proposed for each item specified. Provide manufacturers product data with detailed specifications describing both standard equipment and all options requested satisfactory to SEK-CAP.
- h. For Construction Work or projects where materials are indicated to be installed, the Bidder shall visit each project site prior to submitting a Bid, to make their own measurements as required to accurately determine required quantities of materials and labor necessary, and to carefully examine existing conditions, access, and other factors affecting their ability to do the required Work and shall base their Bids upon such information as determined by the Bidder.

4. SUBMISSION OF BIDS

- a. To be responsive, a bid submitted by a bidder must (1) be signed by an authorized representative of the bidder's organization, (2) contain all information required by the bid/proposal, (3) be priced as designated on the Bid Form (4) be sealed in an envelope, and (5) be mailed or hand-delivered to SEK-CAP, and officially received and marked as such no later than the exact time and date required for Receipt of Bids as indicated by the Invitation to Bid or Request for Proposals.
- b. The sealed envelope or container containing a bid/proposal shall be clearly marked on the outside with (1) the bid/proposal identification name and number (2) the Bidder's Name and (3) the date and time scheduled for bid opening. All Bids and required attachments for all items specified from each Bidder shall be placed in the same envelope.
- c. A bid may only be modified or withdrawn by signed, written notice which has been received by the SEK-CAP prior to the official opening date and time specified. Facsimile or electronically transmitted proposals or modifications to the Bid that give any indication of the Sealed Bid amount will not be accepted. A bid may be withdrawn or modified in person by the bidder, or its authorized representative provided proper identification is presented and such withdrawal or modification is accomplished prior to the date and time scheduled to open bids. Telephone requests to withdraw or modify a bid shall not be honored.
- d. Prices bid shall remain valid for 90 days from bid opening unless otherwise indicated in the Bidding Documents. If the Bid is accepted, prices shall be firm for the contract period established by the Bidding Documents or Specifications.

5. BID/PROPOSAL OPENING

- a. Bid opening will be conducted publicly on the opening date and time, and at the location indicated by the bid solicitation document. Bid prices will be read aloud at that time.
- b. It is the bidder's responsibility to ensure that the bid is delivered to SEK-CAP by the opening date and time indicated in the Invitation for Bids. Proposals will be considered late if received after the due date and time specified in the solicitation. Late proposals will be so marked on the outside of the envelope and retained, unopened, in the procurement folder. Bidders that submit late proposals will be notified that their proposal was late and could not be considered for award.
- c. An extension may be granted if requested by a prospective bidder and acceptable to SEK-CAP. Extensions of date and the time for Receipt of Bids will be given by written addendum only.

DIVISION 00- PROCUREMENT AND CONTRACTING REQUIREMENTS

- d. SEK-CAP reserves the right to reject any or all bids in part or in its entirety and to waive any minor technicality, irregularity or informalities of bids received, and may accept or reject any Bid as may be in SEK-CAP's interest to do so.

6. EVALUATION OF BIDS AND AWARD OF CONTRACT

- a. All bids and associated documentation which were submitted at or before the official opening date and time will be considered open records pursuant to the State of Kansas open record law.
- b. SEK-CAP reserves the right to request written clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that bidder's response shall be subject to acceptance or rejection without further clarification. SEK-CAP is not responsible for bidders' misinterpretations or misunderstandings.
- c. Evaluation of Contractors: Contractors shall be evaluated on a weighted scale that considers the following criteria:
 - 1. Adequacy of the proposed methodology
 - 2. Skill and experience of key personnel
 - 3. Demonstrated experience.
 - 4. Other technical specifications designated by department requesting proposals.
 - 5. Compliance with administrative requirements of the request for proposal (format, due date, etc.)
 - 6. Contractor's financial stability
 - 7. Contractor's demonstrated commitment to the nonprofit sector
 - 8. Results of communications with references supplied by Contractor.
 - 9. Ability/commitment to meeting time deadlines.
 - 10. Cost
 - 11. Minority-owned or women-owned business status of Contractor
 - 12. Other criteria to be specified by department requesting proposal.
- d. Award will be made to the bidder whose bid (1) complies with all specifications and requirements of the bid and (2) is the lowest and best bid, considering price, responsiveness, responsibility of the bidder, and other evaluation criteria specified in the general requirements, as determined by SEK-CAP to be in its best interest.
- e. In evaluating a Bid, SEK-CAP may take into consideration relevant factors, including workmanship, suitability for use, capacity, compatibility with existing systems and operations when changes of practice would be required, experience, ability, responsibility, previous work, the financial standing of the bidder(s) and cost of basic requirements and optional features; the amount of other work being carried on by the bidder; the quality, efficiency, and construction of equipment proposed to be furnished; the period of time within which the equipment or service is to be provided, and ability of prompt delivery of the items herein described, and any other factors or considerations that are of interest to SEK-CAP. The inability of any bidder to meet any requirement may be cause for rejection of their bid.
- f. When evaluating a bid, SEK-CAP reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- g. SEK-CAP may choose to award a Bid to the lowest aggregate bidder for all items, or on an item-by-item basis, or a group of items, whichever is found to be in the best interest of SEK-CAP. If a split award is not acceptable to a bidder, it must be stated in the bid response.
- h. In case of any doubt or difference of opinion as to the items to be furnished hereunder or the quality thereof, the decision of the SEK-CAP shall be final and binding upon all parties.
- i. Any information submitted by a bidder but not reflected on the Bid Form shall be subject to evaluation and rejection of Bid if deemed to be in the best interests of SEK-CAP.
- j. Cash discounts for prompt payment of invoices may be proposed by bidders but will not be considered in the evaluation of Bids.
- k. In the event of a discrepancy between the unit price and the extension, the unit price shall prevail.
- j. Bidders who protest the conditions, specifications, scope of requested services, or other requirements of the Bid solicitation documents may contact SEK-CAP's Equal Employment Opportunity officer to review administrative and purchasing policies and procedures.
- m. SEK-CAP reserves the right to accept or reject any Bid as may be in SEK-CAP's interest to do so. In the event of discrepancy or error in consideration of contract awards, SEK-CAP reserves the right to make any decisions necessary to accomplish its program goals and objectives.
- n. Award of contract is subject to review and approval of bids by Participating Agencies.
- o. Bid Award will be made by written notification from SEK-CAP or its authorized representative

7. CONTRACT

- a. By submitting a bid/proposal, the Bidder agrees to furnish all materials, equipment, supplies, and services specified in the Bidding Documents pursuant to all requirements and specifications contained therein.
- b. The Purchase Contract shall include: (1) The Bidding Documents and any attachments or amendment thereto, including these Bidding and Contracting Conditions and amendments thereto, (2) the Bidders response to the bid/proposal, (3) the participating agencies acceptance of the Bidder's response in writing and (4) A Purchase Requisition of the form indicated by the Bidding Documents signed by an authorized representative of SEK-CAP.
- c. The Contract shall express the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- d. Any change in the terms stated by the Bidding Documents or Request for Proposal whether by modification by addition, omission, or supplementation, must be accomplished by an amendment in writing.
- e. The Contractor shall not transfer any interest in the Contract, whether by assignment or otherwise, without the prior written consent of SEK-CAP.

8. SUBCONTRACTS

- a. No Work of this Contract shall be subcontracted or sublet except with the written consent of SEK-CAP.
- b. No such consent shall be construed as making the agency a party to such subcontract, or subjecting SEK-CAP to liability to any subcontractor. No subcontract shall relieve the Contractor of any liability or obligation under this contract.
- c. All transactions or communications by subcontractors or suppliers shall be directed to SEK-CAP via the Contractor.

DIVISION 00- PROCUREMENT AND CONTRACTING REQUIREMENTS

9. INVOICING AND PAYMENT

- a. Payment for all equipment, supplies, and services shall be made in arrears. SEK-CAP will not make any advance deposits unless provided in the solicitation. Cash payment in accordance with the Contract Terms will be made within 30 days of 1) SEK-CAP'S acceptance of products and/or services, and 2) receipt of an acceptable invoice.
- b. Where products are ordered incrementally, payment will be made as described herein for those products, materials, equipment, services, and other items received as ordered, including freight and other applicable charges as specified by the Contract Documents.
- c. SEK-CAP assumes no obligation for any materials or supplies that are furnished in excess of the quantity ordered, including delivery cost for those items. Any unauthorized quantity is subject to rejection and shall be returned at the Contractor's expense.
- d. All invoices and correspondence must show the Purchase Requisition Number or Project Number assigned by SEK-CAP. Invoices must contain acceptable descriptive information of items or service furnished. Separate invoices shall be prepared for each order or in such allocation as required by SEK-CAP.
- e. **REQUIRED CONTRACTOR DOCUMENTATION:** SEK-CAP will forward a blank Form W-9 to new contractors and request that they complete and sign the W-9 (or provide equivalent substitute information) and return it to SEK-CAP. Contractors who do not comply with this request shall be issued a Form 1099 at the end of each calendar year in accordance with SEK-CAP policies.

10. SALES TAX

- a. Purchases made under this Contract are NOT EXEMPT from the payment of state and local sales and use taxes unless otherwise stated in the Bidding Documents. Sales tax amounts shall be charged where required by law on equipment and/or labor in accordance with State and Federal Laws in effect at the time of bid award.
- b. Situs of all transactions derived from the Request for Proposals or Bid shall be deemed to have been accomplished within the State of Kansas.

11. PERFORMANCE

- a. Time is of the essence in the performance of Work or production or other deliverables under this Contract. Delivery of equipment, materials, supplies, labor and/or services must be made no later than the time stated in the Contract or within a reasonable period of time if a specific time is not stated. Late deliveries or failure of performance are subject to cancellation of the Contract or other Contractual remedies indicated herein.

12. SCHEDULE

- a. Within 5 days of being notified by SEK-CAP of the award of a construction contract, the Contractor shall prepare and furnish to SEK-CAP a schedule indicating when the Contractor plans to commence Work at each project site and the expected date of completion in order to allow SEK-CAP to provide sufficient notice to program staff of the upcoming work, and coordinate scheduling of other contractors.
- b. Failure of the Contractor to furnish a schedule acceptable to SEK-CAP may result in cancellation of the associated Contract.
- c. Schedule shall include key dates for specific activities and in sufficient detail for SEK-CAP to determine if adequate progress is occurring and for planning of related activities by SEK-CAP and others.
- d. The Contractor shall update the schedule if any schedule changes occur due to unexpected occurrences.

13. LIQUIDATED DAMAGES

- a. If the items specified are not delivered or Work specified is not complete on or before the date specified by the Contract Documents or an extension of time granted, SEK-CAP will sustain damage that will be impractical and difficult to quantify in the event of and by reason of such delays.
- b. The Contractor shall pay to SEK-CAP liquidated damages in the sum of \$100.00 for each calendar day of delay unless stated otherwise in the Invitation to Bid or other proposal solicitation.
- c. Any sums that may be due SEK-CAP as liquidated damages may be deducted from any monies due or to become due the Contractor under the Contract. Liquidated damages or any matter related thereto shall not relieve the Contractor of any responsibility or obligation under this Contract.

14. DELIVERY, INSPECTION AND ACCEPTANCE

- a. Shipments shall be marked as directed by SEK-CAP. All shipping charges must be prepaid. C.O.D. shipments will not be accepted. No charges for freight, handling, postage, or shipping surcharges except those charges included in the Vendors Bid and accepted in advance by SEK-CAP they will be allowed unless otherwise approved in writing by SEK-CAP.
- b. Quoted prices shall include cost of any inspections required by the state or federal law or by any regulatory agency.
- c. **Receipt and Acceptance of Products:** An inspection of all items will be performed by designated SEK-CAP representatives in a timely manner after delivery. No items received by SEK-CAP pursuant to this contract shall be deemed accepted until SEK-CAP has had reasonable opportunity to inspect such work, equipment, supplies, and/or services.
- d. The Contractor shall be responsible for protecting materials from loss or damage upon delivery to job site. Material lost or damaged after receipt by Contractor shall be replaced at the Contractor's expense. The Contractor is responsible for any loss or damage prior to the time of their receipt and acceptance by SEK-CAP.
- e. SEK-CAP reserves the right to cancel all or any part of orders prior to the item's shipment. Contractor shall notify SEK-CAP if shipment cannot be made as agreed. Time of proposed delivery shall be stated in the bidding documents or as subsequently agreed in writing.
- f. Any items which are discovered to be defective, do not comply with the specifications, do not conform to stated Warranty or are otherwise unacceptable will be rejected and shall be removed at Contractor's expense. Items may be rejected upon inspection or at any later time if the defects contained were not immediately ascertainable upon initial inspection. This right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies available to SEK-CAP.
- h. SEK-CAP representatives, Government officials and their designees shall have access at all times to any Work being performed pursuant to the Contract, at any stage of preparation or progress. The Contractor shall facilitate such access and inspection.

DIVISION 00- PROCUREMENT AND CONTRACTING REQUIREMENTS

15. SUBMITTALS

- a. Contractor shall provide acceptable documentation and information describing all products, materials, equipment, and other items proposed to be furnished. Shop Drawings, Product Data, Delegated Design Documentation, and other information indicated by the Solicitation Document or subsequently required by the Owner must be provided to SEK-CAP's Project Administrator or designated representative for review and approval prior to placing any order.

16. WARRANTY:

- a. In addition to other warranties specified by the Contract Documents, the Contractor expressly warrants that all items provided shall: (1) conform to each and every specification, drawing, sample, or other description which was furnished or adopted by SEK-CAP, (2) be fit and sufficient for the purpose expressed in the Invitation for Bid/Request for Proposal, (3) be of good materials and workmanship, and (4) be free from defects.
- b. Prior to placing any order or acceptance of any Bid, the Contractor must provide a written copy of the Manufacturer's Warranty and other Standard Warranties applicable to each item bid wherever specific warranty terms are not indicated by the Product Specifications.

17. LICENSES, PERMITS AND INSPECTIONS

- a. Quoted prices shall include the cost for any licenses, permits, inspections or other fees required by the State or local authorities. The Contractor shall be responsible for contacting officials having jurisdiction for provision of necessary inspections and for obtaining any necessary permits required to perform Work.

18. INSURANCE

- a. Contractor performing Work at any property owned, leased, managed or otherwise under the control of SEK-CAP shall maintain adequate insurance for their operations and liability to and for SEK-CAP so as to relieve SEK-CAP of any loss or liability as a result of the Contractor's use or presence on SEK-CAP properties or providing any service for SEK-CAP.
- b. Any products or materials furnished by SEK-CAP for installation by the Contractor shall be covered by the Contractor's insurance immediately upon their delivery to the project site and their acceptance by the Contractor.
- c. Prior to commencing any Work at any project site, the Contractor shall provide an insurance certificate to SEK-CAP indicating the Contractor's insurance coverage in the following minimum amounts unless higher limits are indicated by the project requirements or specifications:

Workers' Compensation:	Statutory Limits
Employer's Liability:	\$1,000,000
Commercial General Liability:	\$1,000,000
Property Damage Liability:	\$1,000,000
Personal Injury:	\$1,000,000
Vehicle Liability:	\$1,000,000

19. INVENTIONS, PATENTS AND COPYRIGHTS

- a. The Contractor shall defend, protect, and hold harmless SEK-CAP, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

20. SPECIFICATIONS

- a. Specifications are intended to provide clear and accurate description of the technical requirements for the material, product or service to be procured and requirements which the bidder must fulfill and all other factors to be used in evaluating bids or proposals, technical requirements in terms of functions to be performed or performance required, and may include the range of acceptable characteristics or minimum acceptable standards or specific features of "brand name or equal" descriptions that bidders are required to meet.
- b. All Specifications constitute minimum requirements. All items proposed shall meet or exceed stated Specifications. If the Contractor proposes to furnish an item of a different Manufacturer, Supplier, Subcontractor, or designated provider other than the one specified, then satisfactory descriptive information about proposed substituted items must be provided describing such substitutions must accompany the bid. Determination as to the acceptability of any proposed substitution shall be at the sole discretion of SEK-CAP.
- c. Unless otherwise specifically stated in the specifications, any manufacturer's names, trade names, brand names, information and/or catalog number listed in a specification and/or requirement are for informational purposes only to indicate level of quality required and are not intended to limit competition. The bidder may offer any manufacturer's product which meets or exceeds the specification for any item but must state the manufacturer's name and model number for any such items bid. In addition, the bidder must explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection.
- d. Whenever the name of a manufacturer or product is mentioned in the Specifications and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designation unless the context specifies "no substitution". SEK-CAP reserves the right to return at the Contractor's expense all items that are furnished which are not acceptable as equivalent to items specified. The Contractor agrees to replace such items with satisfactory items at the original Bid price.
- e. All equipment offered in a bid must be new and of current production and available for marketing by the manufacturer unless the bid/proposal clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- f. Any items or options that are not specifically indicated by the Specifications shall be the standard items for the equipment specified. If exceptions are taken to any of the requirements such exceptions are to be clearly indicated on the Bid Form.

21. FEDERAL LAW

- a. SEK-CAP serves from time to time as a contractor for the United States government. Accordingly, all providers of goods and/or services to SEK-CAP shall comply with federal laws, rules, and regulations applicable to subcontractors of government contracts. All Contract Clauses required by the Government in such circumstances are incorporated herein by reference.

DIVISION 00- PROCUREMENT AND CONTRACTING REQUIREMENTS

- b. **COPELAND "ANTI-KICKBACK" ACT** (18 U.S.C. 874 and 40 U.S.C. 276c): All contracts and shall contain a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States". This Act provides that each contractor or subrecipient shall 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. SEK-CAP Inc. will report all suspected or reported violations of this law to the Federal awarding agency.
- c. **BYRD ANTI-LOBBYING AMENDMENT** (31 U.S.C. 1352): For all contracts or subgrants of \$100,000 or more, SEK-CAP Inc. shall obtain from the Contractor or subgrantee a certification that it will not and has paid 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 this law. Likewise, since each tier provides such certifications to the tier above it, SEK-CAP Inc. shall provide such certifications in all situations in which it acts as a subrecipient of a subgrant of \$100,000 or more.
- d. **SHERMAN ANTI-TRUST ACT** (15 U.S.C. 1-7): SEK-CAP monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion, or price-fixing by bidders, bid rigging, bid suppression, complementary bidding, bid rotation, or any other anticompetitive conduct which appears to violate state and federal antitrust laws under the Sherman Act. Any suspected violation will be referred to the United States Department of Justice or Kansas Attorney General's Office as appropriate for determination of proper action.
- e. **CONFLICTS OF INTEREST**: The Contractor hereby covenants that at the time of the submission of the bid/proposal the Contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The Contractor further agrees that during the term of this contract neither the Contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.
- f. **DEBARMENT AND SUSPENSION**: (Executive Orders 12549 and 12689): Contractor represents that Contractor is not currently excluded or threatened with exclusion from participating in any federal or state funded program. Contractor shall notify SEK-CAP of any imposed exclusions or sanctions covered by this representation. The Contractor is required to certify in writing that it has not been suspended or disbarred from doing business with any Federal agency. For all contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11), SEK-CAP Inc. shall obtain from the Contractor a certification that neither the Contractor nor any of its principal employees are listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs.
- g. **NON-DISCRIMINATION IN EMPLOYMENT**: All contractors who propose to perform any work or furnish any goods under agreements with SEK-CAP Inc., agree that they will not discriminate against any employee or applicant for employment because of race, religion, color, sexual orientation or national origin, disability, or age except where religion, sex, national origin disability, or age is a bona fide occupational qualification reasonably necessary to the normal operation of the vendors/contractors. Vendors and contractors also agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. If discrimination by a contractor is found to exist, SEK-CAP shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract and/or removal from bidder's lists issued by SEK-CAP until corrective action by the contract is made and ensured, and referral to the Attorney General's Office, whichever enforcement action SEK-CAP deems to be most appropriate.
- h. **EQUAL EMPLOYMENT OPPORTUNITY**: All contracts shall contain a provision requiring compliance with Executive Order 11246 "Equal Employment Opportunity" as amended by Executive Order 11375 "Amending Executive Order 11246 Relating to Equal Employment Opportunity" and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" Persons with Disabilities (29 U.S.C. 706 and Executive Order 11758), and certain Veterans (38 U.S.C. 4212 formerly [20121]).
- i. **AFFIRMATIVE ACTION** (Executive Orders 10925 and 11114): Positive efforts shall be made by SEK-CAP Inc. to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. SEK-CAP will consider in the award of the contract whether firms competing for contracts tend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- j. **DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND PROMPT PAYMENT**: Contracting with small or disadvantaged business concerns (Publication L95-507): C.F.R. 49 Part 26 provides that each contract that SEK-CAP signs with the Contractor (and each subcontract the Contractor signs with a subcontractor) must include the following: 1) "The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract or in Disadvantaged Business Enterprise (DBE) Program administration. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Government assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate." 2) "The Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than thirty days from the receipt of each payment the Contractor receives from the Owner. The Contractor agrees further to forward any retainage amount withheld from any subcontractor within thirty days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors."
- k. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**: The "Contract Work Hours and Safety Standards" Act (40 U.S.C. Chapter 37) and "Safety and Health Regulations for Construction" (29 C.F.R. Part 1926) are applicable to all work performed under this agreement.
SAFETY AND ACCIDENT PREVENTION: Comply with the safety standards provisions of applicable laws, building and construction codes, the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 PL 91-596 as revised, and the requirements of "Safety and Health Regulations for Construction" in 29 C.F.R. part 1518 (36 FR 7340, April 17, 1971).
- m. **AMERICANS WITH DISABILITIES ACT**: In connection with the furnishing of equipment supplies, and/or services under the contract, the Contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).
- n. **DRUG AND TOBACCO-FREE WORKPLACE REQUIREMENTS**: By submitting this proposal, the Contractor is providing the certification required by regulations implementing the Drug-Free Workplace Act of 1988, 45 C.F.R., Part 76, Subpart F. The regulations published in the January 31, 1989 Federal Register, require certification by grantees that they will maintain

DIVISION 00- PROCUREMENT AND CONTRACTING REQUIREMENTS

a drug and tobacco-free workplace. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

- o. **BUY-AMERICA ACT:** The Contractor agrees to comply with The Buy America Act of 1933 as amended 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provides that Federal funds may not be obligated unless steel, iron and manufactured products used in Federally funded projects are produced in the United States, unless a waiver has been granted by or the product is subject to general waiver. General waivers are listed in 49 C.F.R. 661.7. Contractor is subject to audit requirements of this Act.
- p. **CLEAN AIR ACT** (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended: Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- q. **PREVAILING WAGES:** All laborers and mechanics employed by contractors and subcontractors shall be paid wages at rates not less than those prevailing on projects of similar character in the locality as determined by the Secretary of Labor in accordance with General Wage Determinations issued under the Davis-Bacon and Related Acts, Subchapter IV of Chapter 31 of Title 40, United States Code and in accordance with Executive Order 13658 "Establishing A Minimum Wage for Contractors". With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C.App.) and Section 3145 of Title 40 United States Code. For general and administrative requirements related to the Davis-Bacon determination refer to the U.S. Department of Labor, Wage and Hour Division website at <http://www.dol.gov/esa/whd/contracts/dbra.htm>. Wage determinations applicable to work under the Contract can be found at <https://beta.sam.gov/help/wage-determinations>. The Contractor shall cooperate with SEK-CAP or their appointed representative in the collection of employee information and other data required by grantor agencies related to this Act. Refer to Section 00 73 43 Prevailing Wage Requirements.

22. SUSTAINABLE EFFORTS:

- a. SEK-CAP desires to procure goods and services that are sustainable and maximize value. Where practical, preference will be given to products, practices and technologies that support this goal by conserving natural resources, protecting the environment, and promoting energy efficiency. Determination of practicality will be made solely by SEK-CAP.

23. RIGHT TO EXAMINE AND AUDIT RECORDS

- a. SEK-CAP will make procurement information available to a Participating Agency for inspection upon request. The Contractor shall permit access to and review of all documentation and processes relating to the Contractor's operations that apply to SEK-CAP, as well as all documents maintained or processed on behalf of SEK-CAP Inc., for a period of three years. Audit procedures may be performed by SEK-CAP Inc. employees or any outside auditor or representative designated by SEK-CAP.
- b. The Contractor agrees that the SEK-CAP or any of its authorized representatives shall have access to and the right to examine and audit all books, documents, papers, and records of the Contractor involving transactions related to the contract between SEK-CAP and the Contractor hereunder, or any change order or contract modification or with compliance with any clauses thereto. Such records shall include printed as well as electronic data. The Contractor shall require all its payees including subcontractors, material suppliers, accountants, insurance or other agents, and other parties that may be in possession of any records or documents related to SEK-CAP to comply with the provisions of this clause by including the requirements hereof in a written agreement between the Contractor and payee. Further, the Contractor agrees to cooperate fully and will cause all related parties and will require all its payees to cooperate fully in furnishing or making available any and all such books, documents, papers, and records.
- c. **RECORD ACCESS AND RETENTION:** The Contractor shall provide SEK-CAP, the State of Kansas, the Comptroller General of the United States, or any of their duly authorized representatives access to any books, documents, papers, and records pertinent to the services described herein for the purposes of audits, examinations, excerpts, and transcriptions. The Contractor shall maintain all such records for three (3) years from the date of final payment and/or date all pending matters are finalized.

24. COMMUNICATIONS AND NOTICES

- a. Any written notice to the Contractor shall be deemed sufficient when deposited in the United States Mail postage prepaid or through electronic communication or hand-carried and presented to an authorized employee of the Contractor at the Contractor's address as indicated on the contract.
- b. All communications with SEK-CAP shall be made through the Project Administrator.

25. CONTRACT REMEDIES AND TERMINATION

- a. In the event of material breach of the contractual obligations by the Contractor, SEK-CAP, may cancel the contract. At its sole discretion SEK-CAP may give the Contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the Contractor must provide SEK-CAP, within 10 working days from notification a written plan detailing how the Contractor intends to cure the breach.
- b. If the Contractor fails to cure the breach or if circumstances demand immediate action, SEK-CAP will issue a notice of cancellation terminating the contract immediately.
- c. If SEK-CAP cancels the contract for breach, SEK-CAP reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as SEK-CAP deems appropriate and back charge the Contractor for any additional costs incurred thereby.
- d. SEK-CAP reserves the right to terminate the contract at any time for the convenience of SEK-CAP without penalty or recourse, by giving the Contractor a written notice of such termination at least 30 calendar days prior to termination. Under conditions where the Contract may be terminated due to circumstances beyond the control of the Contractor, the Contractor shall be entitled to receive just and equitable compensation for items provided by the Contractor pursuant to the contract at prices determined prior to the effective date of termination.

DIVISION 00- PROCUREMENT AND CONTRACTING REQUIREMENTS

26. HOLD HARMLESS

- a. The Contractor agrees to protect, defend, indemnify and hold SEK-CAP Inc. and any participating agencies boards including its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission or negligent act of the Contractor. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at the Contractor's sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false, or fraudulent.

27. GOVERNING LAW

- a. All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- b. Any legal proceedings or actions brought forth related to the Contract shall be conducted in a court of Crawford County, Kansas.

28. TITLES

- a. Titles and numbering of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

29. SEVERABILITY AND SURVIVAL

- a. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed null and void, and all remaining provisions shall remain in full force and effect.

End of Section 00 74 10