

Arctic Glacier Inc.
Attn: Kevin Coe
130 East 42nd Street
Lubbock TX 79404

September 23, 2009
BP930083

Ladies &/Or Gentlemen:

Please be advised that your firm was the successful bidder to provide **Ice Requirements** to the Various Departments, Boards and Agencies of the City of Wichita at the following quoted price(s):

<u>TYPE OF ICE</u>	<u>DELIVERED</u>
10 Lb. Block	\$2.00 Per Block 50 Block Minimum
7 Lb. Bag Crushed	\$1.15 Per Bag 70 Bag Minimum
20 Lb. Bag Crushed	\$3.45 Per Bag 25 Bag Minimum

AS PER THE BID AND SPECIFICATIONS OF SEPTEMBER 21, 2009
REQUEST FOR QUOTE FQ930121

This informal agreement will be in effect for a period of one (1) year from **November 1, 2009 through October 31, 2010**, with options to renew under the same terms and conditions for one (1) or two (2) additional one (1) year periods by mutual agreement of both parties. This agreement will be subject to cancellation upon thirty (30) days written notice by the City of Wichita.

**ARCTIC GLACIER INC.
SEPTEMBER 23, 2009
PAGE TWO**

The City of Wichita acknowledges that a price increase may be implemented by the Vendor sometime during 2010 due to fuel price increases and other economic factors that combine to cause price increases.

The Vendor also agrees to comply with the Non-Discrimination and Equal Employment Opportunity Statement which is attached and made a part of this agreement by reference hereto.

If you are in full agreement with the above, **please have the president or corporate officer of your company sign one (1) copy of this letter and return it to this office, retaining the second copy for your files.**

Sincerely,

Shirley Mast
Buyer

SM/sr
Attachment

ARCTIC GLACIER INC.

Signature

Title (President or Corporate Officer)

Printed Name

Telephone Number

cc: Arctic Glacier, Inc.
215 E. 27th St. S.
Wichita KS 67216

August 26, 2010
BP930083

Arctic Glacier Inc.
215 E 27th Street South
Wichita, KS 67216

Ladies &/Or Gentlemen:

Please be advised that the City of Wichita wishes to exercise its option with your firm for **Ice Requirements** for the Various Departments, Boards, and Agencies of the City of Wichita at the following quoted prices:

<u>TYPE OF ICE</u>	<u>DELIVERED</u>
10 Lb. Block	\$2.00 Per Block 50 Block Minimum
7 Lb. Bag Crushed	\$1.15 Per Bag 70 Bag Minimum
20 Lb. Bag Crushed	\$3.45 Per Bag 25 Bag Minimum

AS PER THE BID AND SPECIFICATIONS OF SEPTEMBER 21, 2009
REQUEST FOR QUOTE FQ930121

This informal agreement will be in effect for a period of one (1) year from **November 1, 2010 through October 31, 2011**, with an option to renew under the same terms and conditions for one (1) additional one (1) year period, by mutual agreement of both parties. This agreement will be subject to cancellation upon thirty (30) days written notice by the City of Wichita.

ARTIC GLACIER
AUGUST 26, 2010
PAGE 2

The Vendor also agrees to comply with the Non-Discrimination and Equal Employment Opportunity Statement that is attached and made a part of this agreement by reference hereto.

If you are in full agreement with the above, please **have the president or a corporate officer of your company sign and return one copy of this letter to our office.** The second copy should be retained for your files.

Sincerely,

Shirley Mast
Buyer

SM/sr
Attachment

ARCTIC GLACIER INC.

Signature

Printed Name

Title (*President or Corporate Officer*)

Telephone Number

Arctic Glacier Inc.
Attn: Kevin Coe
215 E 27th Street South
Wichita, KS 67216

August 31, 2011
BP930083

Ladies &/Or Gentlemen:

Please be advised that the City of Wichita wishes to exercise its option with your firm for **Ice Requirements** for the Various Departments, Boards, and Agencies of the City of Wichita at the following quoted prices:

<u>TYPE OF ICE</u>	<u>DELIVERED</u>
10 Lb. Block	\$2.00 Per Block 50 Block Minimum
7 Lb. Bag Crushed	\$1.20 Per Bag 70 Bag Minimum
20 Lb. Bag Crushed	\$3.55 Per Bag 25 Bag Minimum

***All Ice Requirements deliveries to be signed for by a Wichita Fire Department representative upon each delivery.**

AS PER THE BID AND SPECIFICATIONS OF SEPTEMBER 21, 2009
REQUEST FOR QUOTE FQ930121

This informal agreement (accepted price increase letter dated September 2, 2010 inclusive) will be in effect for a period of one (1) year, from **November 1, 2011 through October 31, 2012**, with an option to renew **annually**, under the same terms & conditions, by mutual agreement of both parties. This agreement will be subject to cancellation upon thirty (30) days written notice by the City of Wichita.

ARCTIC GLACIER
AUGUST 31, 2011
PAGE 2

The Vendor also agrees to comply with the Non-Discrimination and Equal Employment Opportunity Statement that is attached and made a part of this agreement by reference hereto.

If you are in full agreement with the above, please **have the president or a corporate of your company sign and return one copy of this letter to our office.** The second copy should be retained for your files.

Sincerely,

Chris Haislett
Contract Compliance Officer

MW/CH/sb
Attachment

ARCTIC GLACIER INC.

Signature

Printed Name

Title (*President or Corporate Officer*)

Telephone Number

Arctic Glacier, Inc.
Attn: Kevin Coe
215 E 27th Street South
Wichita, KS 67216

September 7, 2012
BP930083

Ladies &/Or Gentlemen:

Please be advised that the City of Wichita wishes to exercise its option with your firm for **Ice Requirements** for the Various Departments, Boards, and Agencies of the City of Wichita at the following quoted prices:

<u>TYPE OF ICE</u>	<u>DELIVERED</u>
10 Lb. Block	\$2.10 Per Block 50 Block Minimum
7 Lb. Bag Crushed	\$1.30 Per Bag 70 Bag Minimum
20 Lb. Bag Crushed	\$3.90 Per Bag 25 Bag Minimum

***All Ice Requirements deliveries to be signed for by a Wichita Fire Department representative upon each delivery.**

AS PER THE BID AND SPECIFICATIONS OF SEPTEMBER 21, 2009
REQUEST FOR QUOTE FQ930121

This informal agreement will be in effect for a period of one (1) year, from **November 1, 2012 through October 31, 2013**, with an option to renew **annually**, under the same terms & conditions, by mutual agreement of both parties. This agreement will be subject to cancellation upon thirty (30) days written notice by the City of Wichita.

Arctic Glacier
September 7, 2012
Page 2

The Vendor also agrees to comply with the Non-Discrimination and Equal Employment Opportunity Statement that is attached and made a part of this agreement by reference hereto.

If you are in full agreement with the above, **please have the President or a corporate officer of your company sign and return one copy of this letter to our Purchasing Office.** The second copy should be retained for your files.

Sincerely,

Chris Haislett
Contract Compliance Officer

MW/CH/lk
Attachment

ARCTIC GLACIER INC.

Signature

Printed Name

Title (*President or Corporate Officer*)

Telephone Number

Arctic Glacier, Inc.
Attn: Kevin Coe
215 E 27th Street South
Wichita, KS 67216

Ladies &/Or Gentlemen:

Please be advised that the City of Wichita wishes to exercise its option with your firm for **Ice Requirements** for the Various Departments, Boards, and Agencies of the City of Wichita at the following quoted prices:

<u>TYPE OF ICE</u>	<u>DELIVERED</u>
10 Lb. Block	\$2.30 Per Block 50 Block Minimum
7 Lb. Bag Crushed	\$1.42 Per Bag 70 Bag Minimum
20 Lb. Bag Crushed	\$4.25 Per Bag 25 Bag Minimum

***All Ice Requirements deliveries to be signed for by a Wichita Fire Department representative upon each delivery.**

As Per the Bid and Specifications of September 21, 2009; Request for Quotation FQ930121

This informal agreement will be in effect for a period of one (1) year, from **November 1, 2013 through October 31, 2014**, with an option to renew annually under the same terms and conditions by mutual agreement of both parties. This agreement will be subject to cancellation upon thirty (30) days written notice by the City of Wichita.

Arctic Glacier
August 15, 2013
Page 2

The Vendor also agrees to comply with the Non-Discrimination and Equal Employment Opportunity Statement that is attached and made a part of this agreement by reference hereto.

If you are in full agreement with the above, **please have the President or a corporate officer of your company sign and return one copy of this letter to our Purchasing Office.** The second copy should be retained for your files.

Sincerely,

Chris Haislett
Contract Compliance Officer

MW/CH/lk
Attachment

ARCTIC GLACIER, INC.

Signature

Printed Name

Title (*President or Corporate Officer*)

Telephone Number

Arctic Glacier USA, Inc.
Attn: Kevin Coe
215 E 27th Street South
Wichita, KS 67216

August 12, 2014
BP930083

Ladies &/Or Gentlemen:

Please be advised that the City of Wichita wishes to exercise its option with your firm for **Ice Requirements** for the Various Departments, Boards, and Agencies of the City of Wichita at the following quoted prices:

<u>TYPE OF ICE</u>	<u>DELIVERED</u>
10 Lb. Block	\$2.37 Per Block 50 Block Minimum
7 Lb. Bag Crushed	\$1.47 Per Bag 70 Bag Minimum
20 Lb. Bag Crushed	\$4.45 Per Bag 25 Bag Minimum

***All Ice Requirements deliveries to be signed for by a Wichita Fire Department representative upon each delivery.**

As Per the Bid and Specifications of September 21, 2009; Request for Quotation FQ930121

This informal agreement will be in effect for a period of one (1) year, from **November 1, 2014 through October 31, 2015**, with an option to renew annually under the same terms and conditions by mutual agreement of both parties. This agreement will be subject to cancellation upon thirty (30) days written notice by the City of Wichita.

Arctic Glacier
August 12, 2014
Page 2

The Vendor also agrees to comply with the Non-Discrimination and Equal Employment Opportunity Statement that is attached and made a part of this agreement by reference hereto.

If you are in full agreement with the above, **please have the president or a corporate officer of your company sign and return one copy of this letter to our Purchasing Office.** The second copy should be retained for your files.

Sincerely,

Chris Haislett
Contract Compliance Officer

MW/CH/sb
Attachment

ARCTIC GLACIER USA, INC.

Signature

Printed Name

Title (*President or Corporate Officer*)

Telephone Number

Arctic Glacier USA, Inc.
Attn: Kevin Coe
215 E 27th Street South
Wichita, KS 67216

September 3, 2015
BP930083

Dear Mr. Coe:

Please be advised that the City of Wichita wishes to exercise its option with your firm for **Ice Requirements** for Various Departments, Boards, and Agencies of the City of Wichita at the following quoted prices:

<u>TYPE OF ICE</u>	<u>DELIVERED</u>
10 Lb. Block	\$2.37 Per Block 50 Block Minimum
7 Lb. Bag Crushed	\$1.47 Per Bag 70 Bag Minimum
20 Lb. Bag Crushed	\$4.45 Per Bag 25 Bag Minimum

***All Ice Requirements deliveries to be signed for by a Wichita Fire Department representative upon each delivery.**

As Per the Bid and Specifications of September 21, 2009; Request for Quotation FQ930121

This informal agreement will be in effect for a period of one (1) year, from **November 1, 2015 through October 31, 2016**, with an option to renew annually under the same terms and conditions by mutual agreement of both parties. This agreement will be subject to cancellation upon thirty (30) days written notice by the City of Wichita.

Arctic Glacier USA, Inc.
September 3, 2015
Page 2

The Vendor also agrees to comply with the Non-Discrimination and Equal Employment Opportunity Statement that is attached and made a part of this agreement by reference hereto.

If you are in full agreement with the above, **please have the president or a corporate officer of your company sign and return one copy of this letter to our Purchasing Office.** The second copy should be retained for your files.

Sincerely,

Chris Haislett
Contract Compliance Officer

MW/CH/lk
Attachment

ARCTIC GLACIER USA, INC.

Signature

Printed Name

Title (*President or Corporate Officer*)

Telephone Number

Arctic Glacier USA, Inc.
Attn: Kevin Coe
215 E 27th Street South
Wichita, KS 67216

August 24, 2016
BP930083

Dear Mr. Coe:

Please be advised that the City of Wichita wishes to exercise its option with your firm for **Ice Requirements** for Various Departments, Boards, and Agencies of the City of Wichita at the following quoted prices:

<u>TYPE OF ICE</u>	<u>DELIVERED</u>
10 Lb. Block	\$2.52 Per Block 50 Block Minimum
7 Lb. Bag Crushed	\$1.59 Per Bag 70 Bag Minimum
20 Lb. Bag Crushed	\$4.74 Per Bag 25 Bag Minimum

***All Ice Requirements deliveries to be signed for by a Wichita Fire Department representative upon each delivery.**

As Per the Bid and Specifications of September 21, 2009; Request for Quotation FQ930121

This informal agreement will be in effect for a period of one (1) year, from **November 1, 2016 through October 31, 2017**, with an option to renew annually under the same terms and conditions by mutual agreement of both parties. This agreement will be subject to cancellation upon thirty (30) days written notice by the City of Wichita.

Arctic Glacier USA, Inc.
August 24, 2016
Page 2

The Vendor also agrees to comply with the Non-Discrimination and Equal Employment Opportunity Statement that is attached and made a part of this agreement by reference hereto.

If you are in full agreement with the above, **please have the president or a corporate officer of your company sign and return one copy of this letter to our Purchasing Office.** The second copy should be retained for your files.

Sincerely,

Chris Haislett
Contract Compliance Officer

MW/CH/lk
Attachment

ARCTIC GLACIER USA, INC.

Signature

Printed Name

Title (*President or Corporate Officer*)

Telephone Number

Arctic Glacier USA, Inc.
Attn: Kevin Coe
215 E 27th Street South
Wichita, KS 67216

September 6, 2017
BP930083

Dear Mr. Coe:

Please be advised that the City of Wichita wishes to exercise its option with your firm for **Ice Requirements** for Various Departments, Boards, and Agencies of the City of Wichita at the following quoted prices:

<u>TYPE OF ICE</u>	<u>DELIVERED</u>
10 Lb. Block	\$2.52 Per Block 50 Block Minimum
7 Lb. Bag Crushed	\$1.59 Per Bag 70 Bag Minimum
20 Lb. Bag Crushed	\$4.74 Per Bag 25 Bag Minimum

***All Ice Requirements deliveries to be signed for by a Wichita Fire Department representative upon each delivery.**

As Per the Bid and Specifications of September 21, 2009; Request for Quotation FQ930121

This informal agreement will be in effect for a period of one (1) year, from **November 1, 2017 through October 31, 2018**, with an option to renew annually under the same terms and conditions by mutual agreement of both parties. This agreement will be subject to cancellation upon thirty (30) days written notice by the City of Wichita.

Arctic Glacier USA, Inc.
September 6, 2017
Page 2

The Vendor also agrees to comply with the Non-Discrimination and Equal Employment Opportunity Statement that is attached and made a part of this agreement by reference hereto.

If you are in full agreement with the above, **please have the president or a corporate officer of your company sign and return one copy of this letter to our Purchasing Office.** The second copy should be retained for your files.

Sincerely,

Chris Haislett
Contract Compliance Officer

MW/CH/sb
Attachment

ARCTIC GLACIER USA, INC.

Signature

Printed Name

Title (*President or Corporate Officer*)

Telephone Number

Arctic Glacier USA, Inc.
Attn: Kevin Coe
215 E 27th Street South
Wichita, KS 67216

August 20, 2018
BP930083

Dear Mr. Coe:

Please be advised that the City of Wichita wishes to exercise its option with your firm for **Ice Requirements** for Various Departments, Boards, and Agencies of the City of Wichita at the following quoted prices:

<u>TYPE OF ICE</u>	<u>DELIVERED</u>
10 Lb. Block	\$2.60 Per Block 50 Block Minimum
7 Lb. Bag Crushed	\$1.64 Per Bag 70 Bag Minimum
20 Lb. Bag Crushed	\$4.90 Per Bag 25 Bag Minimum

***All Ice Requirements deliveries to be signed for by a Wichita Fire Department representative upon each delivery.**

As Per the Bid and Specifications of September 21, 2009; Request for Quotation FQ930121

This informal agreement will be in effect for a period of one (1) year, from **November 1, 2018 through October 31, 2019**, with an option to renew annually under the same terms and conditions by mutual agreement of both parties. This agreement will be subject to cancellation upon thirty (30) days written notice by the City of Wichita.

Arctic Glacier USA, Inc.
October 20, 2018
Page 2

The Vendor also agrees to comply with the Non-Discrimination and Equal Employment Opportunity Statement that is attached and made a part of this agreement by reference hereto.

If you are in full agreement with the above, **please have the president or a corporate officer of your company sign and return one copy of this letter to our Purchasing Office.** The second copy should be retained for your files.

Sincerely,

Chris Haislett
Contract Compliance Officer

MW/CH/sb
Attachment

ARCTIC GLACIER USA, INC.

Signature

Printed Name

Title (*President or Corporate Officer*)

Telephone Number

Arctic Glacier USA, Inc.
Attn: Kevin Coe
215 E 27th Street South
Wichita, KS 67216

October 21, 2019
BP930083

Dear Mr. Coe:

Please be advised that the City of Wichita wishes to exercise its option with your firm for **Ice Requirements** for Various Departments, Boards, and Agencies of the City of Wichita at the following quoted prices:

<u>TYPE OF ICE</u>	<u>DELIVERED</u>
10 Lb. Block	\$2.70 Per Block 50 Block Minimum
7 Lb. Bag Crushed	\$1.68 Per Bag 70 Bag Minimum
20 Lb. Bag Crushed	\$5.02 Per Bag 25 Bag Minimum

***All Ice Requirements deliveries to be signed for by a Wichita Fire Department representative upon each delivery.**

As Per the Bid and Specifications of September 21, 2009; Request for Quotation FQ930121

This informal agreement will be in effect for a period of one (1) year, from **November 1, 2019 through October 31, 2020**, with an option to renew annually under the same terms and conditions by mutual agreement of both parties. This agreement will be subject to cancellation upon thirty (30) days written notice by the City of Wichita.

Arctic Glacier USA, Inc.
October 21, 2019
Page 2

The Vendor also agrees to comply with the Non-Discrimination and Equal Employment Opportunity Statement that is attached and made a part of this agreement by reference hereto.

If you are in full agreement with the above, **please have the president or a corporate officer of your company sign and return one copy of this letter to our Purchasing Office.** The second copy should be retained for your files.

Sincerely,

Chris Haislett
Contract Compliance Officer

MW/CH/lk
Attachment

ARCTIC GLACIER USA, INC.

Signature

Printed Name

Title (*President or Corporate Officer*)

Telephone Number

Arctic Glacier USA, Inc.
Attn: Kevin Coe
215 E 27th Street South
Wichita, KS 67216

July 13, 2020
BP930083

Dear Mr. Coe:

Please be advised that the City of Wichita wishes to exercise its option with your firm for **Ice Requirements** for Various Departments, Boards, and Agencies of the City of Wichita at the following quoted prices:

<u>TYPE OF ICE</u>	<u>DELIVERED</u>
10 Lb. Block	\$2.70 Per Block 50 Block Minimum
7 Lb. Bag Crushed	\$1.68 Per Bag 70 Bag Minimum
20 Lb. Bag Crushed	\$5.02 Per Bag 25 Bag Minimum

***All Ice Requirements deliveries to be signed for by a Wichita Fire Department representative upon each delivery.**

As Per the Bid and Specifications of September 21, 2009; Request for Quotation FQ930121

This informal agreement will be in effect for a period of one (1) year, from **November 1, 2020 through October 31, 2021**, with an option to renew annually under the same terms and conditions by mutual agreement of both parties. This agreement will be subject to cancellation upon thirty (30) days written notice by the City of Wichita.

Arctic Glacier USA, Inc.
July 13, 2020
Page 2

The Vendor also agrees to comply with the Non-Discrimination and Equal Employment Opportunity Statement that is attached and made a part of this agreement by reference hereto.

If you are in full agreement with the above, **please have the president or a corporate officer of your company sign and return one copy of this letter to our Purchasing Office.** The second copy should be retained for your files.

Sincerely,

Chris Haislett
Contract Compliance Officer

MW/CH/am
Attachment

ARCTIC GLACIER USA, INC.

Signature

Printed Name

Title (*President or Corporate Officer*)

Telephone Number



Arctic Glacier USA, Inc.
Attn: Kevin Coe
215 E 27th Street South
Wichita, KS 67216

August 10, 2021
Contract 09930083
(former # BP930083)

Dear Mr. Coe:

Please be advised that the City of Wichita wishes to exercise its option with your firm for **Ice Requirements** for Various Departments, Boards, and Agencies of the City of Wichita at the following quoted prices:

<u>Type of Ice</u>	<u>Unit Cost</u>
10 Lb. Block	Discontinued
6 Lb. Bag Crushed	\$1.95 Per Bag 70 Bag Minimum - Delivered
20 Lb. Bag Crushed	\$5.50 Per Bag 25 Bag Minimum - Delivered

All Ice Requirements deliveries to be signed for by a Wichita Fire Department representative upon each delivery.

As Per the Bid and Specifications of September 21, 2009; Request for Quotation FQ930121

This informal agreement will be in effect from **November 1, 2021 through April 30, 2022**, with an option to renew annually under the same terms and conditions by mutual agreement of both parties. This agreement will be subject to cancellation upon thirty (30) days written notice by the City of Wichita.

We ask that a current Certificate of Insurance for your company be submitted to our office. **The City of Wichita, 455 N. Main, Wichita, Kansas, 67202, should be listed as the Certificate Holder and named as an Additional Insured.**

Arctic Glacier USA, Inc.
August 10, 2021
Page 2

The attached Exhibits A and B are now mandatory addenda to all City Purchasing contacts. They are incorporated into this renewal of the original contract by reference, and acceptance of this contract renewal acts as an acceptance of these additional terms.

If you are in full agreement with the above, **please have the President or a corporate officer of your company return a signed copy of this letter to our Purchasing Office with your insurance certificate.** A second copy should be retained for your files.

Sincerely,

Chris Haislett

Chris Haislett
Contract Compliance Officer

MW/CH/lk
Attachments

ARCTIC GLACIER USA, INC.

Jennifer K. Wild

Signature

Jennifer Wild

Printed Name

Area Vice President

Title (President or Corporate Officer)

816-802-6531

Telephone Number

EXHIBIT A
CITY OF WICHITA MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions:** The terms of this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.
2. **Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation:** If, in the judgment of the City's Director of Finance, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, City may terminate this Agreement at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to City under the Agreement. City will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon the effective termination of the Agreement by City, title to any such equipment shall revert to Contractor. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.
4. **Disclaimer of Liability:** City shall not hold harmless or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties:** The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency, and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder, and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract:** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, City shall provide to the Contractor a certificate of tax exemption.

City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. **Insurance:** City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest:** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the City. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the City.
11. **Confidentiality:** Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act, and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.

12. **Cash Basis and Budget Laws.** The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin, ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by City, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by City, without penalty thereto.

Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the City cumulatively total \$5,000 or less during the City's fiscal year.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City of Wichita, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the City in relation to this Agreement prohibits the City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.

15. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.

EXHIBIT B
CITY OF WICHITA MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City.
2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder
3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes. (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done; City may provide informational briefing on known conditions. (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); (f) dictate the time of Contractor's performance; and (g) pay Contractor personally; instead, City will make all checks payable to the trade or business name under which Contractor does business.
4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.
5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.
8. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for City.
9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the general public it encounters while performing the work.
10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.



Arctic Glacier USA, Inc.
 Attn: Chris Giocondo
 215 E 27th Street South
 Wichita, KS 67216

April 25, 2022
 09930083

Dear Mr. Coe:

Please be advised that the City of Wichita wishes to exercise its option with your firm for **Ice Requirements** for Various Departments, Boards, and Agencies of the City of Wichita at the following quoted prices:

TYPE OF ICE	CURRENT PRICE	PROPOSED PRICE
7 Lb. Bag Crushed	\$1.95 Per Bag 70 Bag Minimum	
20 Lb. Bag Crushed	\$5.50 Per Bag 25 Bag Minimum	
5 Lb. Cube		\$2.05 Per Bag \$125.00 (total) Minimum
16 Lb. Cube		\$5.55 Per Bag \$125.00 (total) Minimum

***\$15.00 service fee will apply to each delivery invoice. **All Ice Requirements deliveries to be signed for by a Wichita Fire Department representative upon each delivery.**

As Per the Bid and Specifications of September 21, 2009; Request for Quotation FQ930121

This informal agreement will be in effect for a period of one (1) year, from **May 1, 2022 through April 30, 2023**, with an option to renew annually under the same terms and conditions by mutual agreement of both parties. This agreement will be subject to cancellation upon thirty (30) days written notice by the City of Wichita.

Arctic Glacier USA, Inc.
April 25, 2022
Page 2

We ask that a current Certificate of Insurance for your company be submitted to our office. The City of Wichita, 455 N. Main, Wichita, Kansas, 67202, should be listed as the Certificate Holder and named as an Additional Insured.

If you are in full agreement with the above, **please have the president or a corporate officer of your company sign and return one copy of this letter to our Purchasing Office.** The second copy should be retained for your files.

Sincerely,

Chris Haislett

Chris Haislett
Contract Compliance Officer

MW/CH/am
Attachment

ARCTIC GLACIER USA, INC.

Jennifer K. Wild
Signature

Jennifer Wild
Printed Name

Area Vice President
Title (President or Corporate Officer)

816-802-6531
Telephone Number