

**MASTER CONTRACT FOR PRODUCTS AND SERVICES
THE CITY OF KANSAS CITY, MISSOURI AVIATION DEPARTMENT**

CONTRACT NO.: 6223030047

TITLE/DESCRIPTION: Enhanced support and integration services of Maximo software for asset management and airfield compliance.

This Contract executed as of the later of the parties signature dates (Effective Date), made and entered into between Kansas City, Missouri, a constitutionally chartered municipal corporation, by and through its Aviation Department ("City"), and Electronic Data, LLC ("Contractor").

Sec. 1. The Contract. The Contract between the City and Contractor consists of the following Contract Documents:

- (a) this Contract;
- (b) Contractor's Proposal dated February 13, 2023 that is attached hereto and incorporated into this Contract;
- (c) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. City and Contractor agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents."

Attachment A: Contractor's Proposed Scope of Services and Pricing

Attachment B: CREO Civil Rights and Wage Assurances

Sec. 2. Initial Term of Contract and Additional Periods.

- (a) Initial Term. The initial term of this Contract shall begin on or about May 1, 2023 and shall end on April 30, 2028. The Director of the Aviation Department is authorized to enter into an amendment of this Contract with Contractor to extend the term of this Contract and time of performance for this Contract.
- (b) Renewal Terms. At any time prior to the expiration of the initial term or any subsequent term, the City, in its sole discretion, may renew this Contract for up to five (5) additional one (1) year terms.
- (c) Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, Contractor and City shall continue performance under this Contract until the City has a new contract in place with either Contractor or another provider or until the City terminates the Contract.

Sec. 3. Compensation.

- A. The maximum amount the City shall pay Contractor under this Contract shall not exceed three million four hundred and one thousand one hundred seventh seven dollars (\$3,401,177). City shall pay Contractor for services detailed in Attachment A - Contractor's Proposed Scope of Services and Pricing.
- B. Contractor shall bill the City, in a form acceptable to the City, on a monthly basis in accordance with Section 5 of this Agreement.
- C. The prices established in Section 3A of this Agreement shall remain firm during the contract period. Compensation for each renewal period will be determined by the City by negotiation with the Contractor and agreed upon no later than 60 days prior to the start of any renewal period.

Sec. 4. Effective Date of Contract. This contract will become effective when the City's Director of Finance has signed it.

Sec. 5. Invoices.

- (a) Contractor shall submit to City a request for payment (hereinafter "Invoice") for services performed in sufficient detail for the City to determine that the amount Contractor is requesting is in fact due and payable.
- (b) City shall not pay any Invoice from Contractor unless Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due to City from Contractor may be determined.
- (c) City shall not process Contractor's Invoice unless Contractor's Invoice is in proper form, correctly computed, and is approved by City as payable under the terms of this Contract. The City shall pay each properly submitted invoice within thirty (30) days of receipt. Should the City be unable to process Contractor's invoice as submitted, City shall notify Contractor within fifteen (15) days receipt of such invoice to allow Contractor to promptly revise and resubmit its invoice to avoid delay of payment. At a minimum, each invoice shall include the following information:
 - 1. Company Name
 - 2. Invoice Date
 - 3. Invoice Number
 - 4. City Representative that ordered parts or service.
 - 5. Quote number, if applicable.
 - 6. Details of items, service, location and dates order/service was performed.
 - 7. Purchase Order Number, if applicable.

- (d) City is not liable for any obligation incurred by Contractor except as approved under the provisions of this Contract.
- (e) If Contractor is required to meet MBE/WBE goals for this Contract, Contractor shall not submit an Invoice to the City unless Contractor's Invoice is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted by Contractor to the City's Civil Rights and Equal Opportunity Office. Contractor shall remain current on Contractor's filing of 00485.01 M/WBE Monthly Utilization Reports. City shall not pay Contractor's Invoice unless Contractor is current on Contractor's filing of 00485.01 M/WBE Monthly Utilization Reports.

Sec. 6. Representations and Warranties of Contractor. Contractor hereby represents and warrants to the City the following:

- (a) Contractor is in good standing under the laws of the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on Contractor's ability to perform this Contract in accordance with its terms.
- (b) The execution, delivery and performance by Contractor of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of Contractor's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to Contractor or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which Contractor is a party or by which it or its properties may be bound or affected.
- (c) Contractor shall not enter into any contract for the services to City that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.
- (d) There is no litigation, proceeding or other investigation pending or, to the knowledge of Contractor, threatened against Contractor which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on Contractor.

Sec. 7. Survival of the Representations, Warranties and Covenants. All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

Sec. 8. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and Contractor: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

Sec. 9. Termination for Convenience. City may, at any time upon fifteen (15) days written notice to Contractor specifying the effective date of termination, terminate this Contract, in whole or in part.

Sec. 10. Default and Remedies.

- (a) If Contractor shall be in default or breach of any provision of this Contract, City may terminate this Contract, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor ten (10) days written notice and opportunity to cure such default or breach.
- (b) If City shall be in default or breach of any provision of this Contract, Contractor may terminate this contract or suspend Contractor's performance after giving City ten (10) days written notice and opportunity to cure such default or breach.

Sec. 11. Waiver. Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Contractor to which the same may apply and, until complete performance by Contractor of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 12. Acceptance. No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

Sec. 13. Records.

- (a) For purposes of this Section:
 - 1. "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Civil Rights and Equal Opportunity, the City Manager, the Aviation Department and its delegates and agents.
 - 2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.
- (b) Contractor shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. City shall have a right to examine or audit all Records, and Contractor shall provide access to City of all Records upon ten (10) days written notice from the City.

Sec. 14. Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration

of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Office (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
- (b) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (c) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Office to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 15. Tax Compliance. If the City's payments to Contractor exceed \$160,000.00 for the period of May 1st through April 30th, Contractor shall provide proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a precondition to the City making the first payment under this Contract. Contractor also shall submit to the City proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a condition precedent to the City making final payment under the Contract.

Sec. 16. Buy American Preference. It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City Contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

Sec. 17. Service of Process. In addition to the methods of service allowed by the State of Missouri, Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the City's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the City, in writing, of each and every change of address to which service of process can be made. Service by the City to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

Sec. 18. Notices. All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to the City: City of Kanas City, Missouri
Aviation Department
Ian Redhead, Deputy Director
601 Brasilia Avenue
Kansas City, Mo 64153
816-240-3000
Ian.Redhead@kcmo.org

If to the Contractor: Electronic Data, LLC
Renee Siciliano, Contracts Manager
61 Wilmington-West Chester Pike
Chadds Ford, PA 19317
484-483-4935
rsiciliano@aroraengineers.com

Sec. 19. General Indemnification.

- (a) For purposes of this Section only, the following terms shall have the meanings listed:
 - 1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.
 - 2. Contractor's Agents means Contractor's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
 - 3. City means City, its Agencies, its agents, officials, officers and employees.
- (b) Contractor's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of City, shall be limited to the coverage and limits of insurance that Contractor is required to procure and maintain under this Contract. Contractor affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.
- (c) Contractor shall defend, indemnify and hold harmless City from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by Contractor or Contractor's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of City. Contractor is not obligated under this Section to indemnify City for the sole negligence of City.

- (d) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 20. Indemnification for Professional Negligence. If this contract is for professional services, Contractor shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by Contractor, its employees, agents, subcontractors, or caused by others for whom Contractor is liable, in the performance of professional services under this Contract. Contractor is not obligated under this Section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

Sec. 21. Insurance.

- (a) Contractor shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. Contractor must have:
1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - a. Severability of Interests Coverage applying to Additional Insureds
 - b. Contractual Liability
 - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
 - d. No Contractual Liability Limitation Endorsement
 - e. Additional Insured Endorsement, ISO for CG20 10, current edition, or its equivalent
 2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.
 3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by Contractor.
 4. If this Contract is for professional services, Contractor shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
 5. Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

6. Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
- a. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor. If not covered under the Vendor's liability policy, such "property" coverage of the Agency may be endorsed onto the Vendor's Cyber Liability Policy as covered property as follows:
 - b. If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.
- (b) All insurance policies required in this Section shall provide that the policy will not be canceled until after the Insurer provides the City ten (10) days written notice of cancellation in the event that the cancellation is for Contractor's nonpayment of premiums and thirty (30) days written notice of cancellation to City for all other reasons of cancellation.
 - (c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that City and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. Contractor shall provide to City at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.
 - (d) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of A-, V or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.
 - (e) Regardless of any approval by City, Contractor shall maintain the required insurance coverage in force at all times during the term of this Contract. Contractor's failure to maintain the required insurance coverage will not relieve Contractor of its contractual obligation to indemnify the City pursuant to this Section of this Contract. In the event Contractor fails to maintain the required insurance coverage in effect, City may declare Contractor in default.
 - (f) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 22. Interpretation of the Contract.

- (a) City selected Contractor through a negotiated procurement process rather than an Invitation for Bids (IFB) solicitation. Unlike the IFB, this process allows the City and Contractor to discuss and negotiate a contract at arm's length prior to entering a final contract that is

acceptable to both the City and the Contractor. After negotiation and discussion, Contractor and City have incorporated multiple documents into this Agreement and the meaning of some of the words used in the Agreement may be uncertain, incomplete or duplicative and the Agreement may promise something at one place and take that promise away at another. In sum, the Agreement may contain words and provisions that are susceptible of more than one meaning so that reasonable persons of average intelligence may fairly and honestly differ in their construction of the words and provisions. It is the intent of the City and the Contractor that the City's taxpayers receive the benefit or advantage in the construction and interpretation of this Agreement, regardless of the normal judicial rules of contract construction even if the construction and interpretation of the Agreement will cost the Contractor more money and time. City and Contractor agree that City's Director of Aviation shall resolve all disagreements as to the meaning of this Agreement or any ambiguity in this Agreement, in favor of the City and its taxpayers even if it will cost the Contractor more money and time. The decision of City's Director of Aviation shall be final and conclusive if the Director of Aviation acted in good faith.

- (b) Contractor acknowledges and agrees that the City has provided Contractor with an opportunity to have Contractor's attorney review and advise Contractor on the Agreement and any potential ambiguities or areas of disagreement and the potential adverse legal consequences of Contractor agreeing to this Section as well as the entire Agreement. Contractor certifies that Contractor has provided the City written notice of all ambiguities, conflicts, errors or discrepancies that it has discovered in the Agreement and the written resolution thereof by the City as embodied in this final Agreement is acceptable to Contractor.
- (c) Contractor certifies that Contractor has either (1) waived its right to have Contractor's attorney review this Section and Agreement; or (2) Contractor has consulted with an attorney on this Section and Agreement.
- (d) Contractor knowingly and voluntarily agrees to this Section and the entire Agreement. Contractor certifies that this contract was not procured by fraud, duress or undue influence.

Sec. 23. Contract Execution. This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

Sec. 24. Guaranteed Lowest Pricing. Reserved.

Sec. 25. Assignability and Subcontracting.

- (a) Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.

- (b) Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 26. Professional Services – Conflict of Interest Certification. If this Contract is for professional services other than for medical doctors or appraisers, Contractor certifies that Contractor is not an expert witness for any party in litigation against the City at the time of the issuance of this Contract.

Sec. 27. Intellectual Property Rights. Contractor agrees, on its behalf and on behalf of its employees and agents, that it will promptly communicate and disclose to City all computer programs, documentation, software and other copyrightable works ("copyrightable works") conceived, reduced to practice or made by Contractor or its agents, whether solely or jointly with others, during the term of this Contract resulting from or related to any work Contractor or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Contractor is obligated to disclose shall be and remain entirely the property of City. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of City. Contractor hereby assigns to City any rights it may have in such copyrightable works. Contractor shall cooperate with City in obtaining any copyrights or patents.

Sec. 28. Minority and Women's Business Enterprises: Reserved

Sec. 29. Employee Eligibility Verification. Contractor shall execute and submit an affidavit, in a form prescribed by the City, affirming that Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Contractor shall attach to the affidavit documentation sufficient to establish Contractor's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Contractor may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Contractor shall submit the affidavit and attachments to the City prior to execution of the contract, or at any point during the term of the contract if requested by the City.

Sec. 30. Emergencies.

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, Contractor shall provide special services to the City including Contractor shall open Contractor's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) Contractor shall not charge City any fee for opening facilities during an emergency or for extending Contractor's hours of operation during a disaster. City shall pay Contractor the agreed upon contract prices for all purchases made by City during the disaster and Contractor shall not charge City any additional mark-up, fee or cost for any purchases made by City during a disaster.
- (d) Contractor shall quickly mobilize Contractor's internal and external resources to assist City when a disaster unfolds.
- (e) Contractor shall have contingency plans with Contractor's suppliers to provide additional supplies and equipment quickly to City as needed.
- (f) Contractor shall cooperate with City to properly document any and all expenses incurred by City with Contractor and Contractor shall assist City in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

Sec. 31. Trade-In. If the solicitation requests a price or value for one or more pieces of equipment to be traded in as part of the purchase of new equipment, the City retains the option to purchase the new equipment at the full price or to reduce the price of the new equipment by the amount of the trade-in offered. The City is not obligated to accept the trade-in offer and may withdraw equipment offered for trade-in at any time up to award.

Sec. 32. Time of Delivery. Delivery is required to be made in accordance with the schedule shown in the solicitation and purchase order.

Sec. 33. F.O.B. Destination. Unless otherwise directed in the solicitation and purchase order, all deliveries shall be F.O.B. Destination and all freight charges shall be included in the total price. Supplies shall be delivered to the destination consignee's warehouse unloading platform, or receiving dock, at the expense of the Contractor. The City shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved prior to the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the City acting in its contractual capacity. If rail carrier is used, supplies will be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggy-back") is used, supplies will be delivered to truck tailgate at the unloading platform of the consignee. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, it shall assure that the carrier will furnish tailgate delivery if transfer to truck is required to complete delivery to consignee. One of the following statements usually will appear on the purchase order, although others may be used. If no statement appears, paragraph 22(a) is applicable.

- (a) F.O.B. Destination, Freight Prepaid by Seller. The seller pays and bears all freight charges.

- (b) F.O.B. Destination, Freight Prepaid and Charged Back on Invoice. The seller pays the freight and charges the City by adding it to the invoice.
- (c) F.O.B. Destination, Freight Collect. The City pays and bears the freight charges.
- (d) F.O.B. Destination, Freight Collect and Allowed on Invoice. The City pays the freight charges and deducts the amount from the seller's invoice.

Sec. 34. Quality. Unless otherwise required by terms of the solicitation, all goods, supplies, and materials furnished shall be new, in current production, and the best of their kind. When applicable, parts and maintenance shall be reasonably available. New equipment that is obsolete or technically outdated is not acceptable. Remanufactured or reconditioned items are not considered new. Items shall be properly packaged, packed, labeled, and identified in accordance with commercial standards acceptable to the trade and as required by ICC and other federal and state regulations. Packing slips will accompany the shipment.

Sec. 35. Price. Prices quoted are to be firm and final. All prices quoted shall be net and shall reflect any available discount except for discounts for timely payment. All prices are to be F.O.B. designated delivery point. All shipping, packing, and drayage charges are the responsibility of the supplier. C.O.D. shipments will not be accepted unless otherwise agreed to by the City.

Sec. 36. Brand Name or Equal. Whenever the name of the manufacturer or the supplier is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutions". The City may assume that items submitted are equal or it may request samples and proof thereof and unless approved before shipment, reserves right to return at the Contractor's expense all items that are not acceptable as equals, said items to be replaced by the Contractor with satisfactory items at the original submitted price.

Sec. 37. Commercial Warranty. The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract.

Sec. 38. Discounts. Reserved.

Sec. 39. Sellers Invoice. Invoices shall be prepared and submitted in duplicate to address shown on the purchase order. Separate invoices are required for each purchase order. Invoices shall contain the following information: purchase order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, and extended totals.

Sec. 40. Inspection and Acceptance. Inspection and acceptance will be at destination unless specified otherwise, and will be made by the City department shown in the shipping address or other duly authorized representative of the City. Until delivery and acceptance, and after any rejection, risk of loss will be on the Contractor unless loss results from negligence of the City. Contractor will be notified of rejected shipments. Unless agreed otherwise, items will be returned freight collect.

Sec. 41. Loss and Damaged Shipments. Risk of loss or damage to items prior to the time of their receipt and acceptance by the City is upon the Contractor. The City has no obligation to accept damaged shipments

and reserves the right to return at Contractor's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

Sec. 42. Late Shipments. Supplier or Contractor is responsible to notify the City department receiving the items and the Senior Buyer of any late or delayed shipments. The City reserves the right to cancel all or any part of an order if the shipment is not made as promised.

Sec. 43. Tax Exemption - Federal and State.

- A. The City is exempt from Federal Excise and Transportation taxes on purchases under Chapter 32, Internal Revenue Code. The federal tax registration number issued by the St. Louis District Director on November 11, 1974 is No. 43740340K.
- B. The City is exempt from payment of Missouri Sales and Use Tax in Accordance with Section 39(10) Article 3, of the Missouri Constitution and Sections 144.040 and 144.615 RSMo 1969 and supplement thereto. A copy of the exemption from Missouri Sales and Use Tax is available upon request.

Sec. 44. Annual Appropriation of Funds.

- A. Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense and are not subject to any subsequent appropriation of funds. Purchase orders are funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.
- B. In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the City shall not be obligated to make further payments beyond the then current original or renewal term. The City will provide notice of its inability to continue the lease or contract at such time as the Director of Aviation is aware of the nonappropriation of funds; however, failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or the section titled TERMINATION FOR DEFAULT. The City has no monetary obligations in event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

Sec. 45. Quality Services Assurance Act. If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Contractor an exemption.

Sec. 46. Anti-Discrimination Against Israel. If this Contract exceeds \$100,000.00 and Contractor employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Contractor certifies

it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Sec. 47. Compliance with Nondiscrimination Requirements. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes Consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
 - c.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including

sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

7. For persons with Limited English Proficiency (LEP), please contact KCAD Airport Communications Center (ACC) at 816-243-4000 for help to obtain interpreters of many different languages.

Sec. 48. Title VI List of Pertinent Nondiscrimination Acts And Authorities. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must Guidelines

for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects Issued on November 18, 2022 Page 22 take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Sec. 49. General Civil Rights Provisions. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

Sec. 50. Title VI Solicitation Notice. The City of Kansas City, Missouri, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Sec. 51. Construction, Use, and Access to Real Property. The Contractor for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, that (1) no person on the ground of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identify), age or disability, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity) age, or disability, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Contractor will use the premises in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Acts and Authorities.

In the event of breach of any of the above Nondiscrimination covenants, the City of Kansas City will have the right to terminate the Contract and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Contract had never been made or issued.

Sec. 52. Right to Amend. In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, the Contractor agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required.

Sec. 53. Reservations. The City reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of Contractor and without interference or inference.

The City reserves the right, but shall not be obligated to Contractor to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of Contractor in this regard.

There is hereby reserved to the City, its successors, assigns and subsequent transferees, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises. The public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation from the Kansas City Downtown Airport and/or the Kansas City International Airport.

Sec. 54. Restricted Areas/Safety. Contractor will comply with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state or local governmental entity regarding airfield security. Contractor shall fully comply with applicable provisions of the Code of Federal Regulations (CFR) Title 49: Transportation. Contractor shall fully comply specifically with 49 CFR part 1540 – Civil Aviation Security; 49 CFR part 1542 – Airport Security; 49 CFR part 1544 – Aircraft Operator Security: Air Carriers and commercial Operators (if Contractor is an air carrier); and 49 CFR part 1546 – Foreign Air Carrier Security (if Contractor is a foreign air carrier). City has adopted a Security Plan for the Airport approved by the Transportation Security Administration (TSA) pursuant to Department of Transportation (DOT) TSA CFR 49 part 1542. Contractor agrees to be bound by and follow the Airport Security Plan. Any access to the Airport granted to Contractor shall not be used, enjoyed or extended to any person, entity or vehicle engaged in any activity or performing any act or furnishing any service for or on behalf of the Contractor that Contractor is not authorized to engage in or perform under this Contract unless expressly authorized in writing by the Director in accordance with TSA CFR 49 part 1542. In the event Contractor, its officer, employees, invitees or Contractors cause or contribute to unauthorized persons or vehicles entering the air operations areas of the Airport, or otherwise violate the Security Plan or any laws, regulations, rules, etc. governing airport security, and in addition to any other remedies available hereunder, Contractor shall be liable to City for an amount equal to any civil penalty imposed on City for such violations and hereby agrees to indemnify City for any such federal civil penalties, provided City shall promptly notify Contractor in writing of any claimed violations so as to permit Contractor an opportunity to participate in any investigation or proceedings.

Sec. 55. Additional Federal Requirements. This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between the City of Kansas City and the United States relative to the development, operation or maintenance of the airport, including grant agreements.

This Agreement and all the provisions hereof shall be subject to whatever right the United States government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of any City airport, all or a portion of the airport system, or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

Contractor agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the premises.

The Contractor, its officers, administrators, representatives, successors and assigns will not erect on or permit the erection of any structure or object, nor permit the growth of any tree or vegetation on the premises

above ground level elevation of eighty (80) feet. In the event the aforesaid covenants are breached, the City reserves the right to enter upon the premises and to remove the offending structure or object and cut the offending tree or vegetation, all of which shall be at the expense of Contractor.

Contractor, its officers, administrators, representatives, successors and assigns will not make use of the premises in any manner which might interfere with the landing and taking off of aircraft from the Kansas City Downtown Airport, the Kansas City International Airport, or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the City has the right to enter upon the premises and cause the abatement of such interference at the expense of contractor.

Sec. 56. Additional Records Requirements. This provision is in addition to any other records provision in this contract. The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the City, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

Sec. 57. Federal Fair Labor Standards Act (Federal Minimum Wage). All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Sec. 58. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR part 1910). The employee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Sec. 59. Clean Air and Water Pollution Control. Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the City immediately upon discovery. The City assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceed \$150,000.

Sec. 60. Texting While Driving. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the City encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

Sec. 61. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

Sec. 62. Duties and Obligations Not Limited. The duties and obligations imposed by this contract and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

Sec. 63. Scope of Work Limited. This contract is strictly limited to the scope of work outlined herein. The scope of work cannot be altered except by written amendment or change order incorporating additional provisions. Altering the scope of work to include services funded through Airport Improvement Funds may require additional contractual provisions and obligations and void this contract and any obligations of the City to pay for services provided under the terms of this agreement.

CONTRACTOR

I hereby certify that I have the authority to execute this document on behalf of Contractor.

Contractor: **ELECTRONIC DATA, LLC**

DocuSigned by: 
5E37381C2805470

By: _____

Title: _____ President & CEO

Date: _____ 6/30/2023

APPROVED AS TO FORM

Assistant City Attorney (Date)

KANSAS CITY, MISSOURI

By: _____

Title: _____

Date: _____

ATTACHMENT A: Contractor’s Proposed Scope Of Services and Pricing



EDI
400 Carillon Pkwy., Ste. 100
St. Petersburg, FL 33716

edatai.com
info@edatai.com
P (727) 299-9304

February 13, 2023

REV#: [0 1]

Mr. Ian Redhead
Deputy Director Aviation Department
Kansas City Aviation Department
601 Brasilia Ave
Kansas City, MO 64153

Phone: 816.243.3180
Email: ian.redhead@kcmo.org

RE: Support Services Proposal

Dear Mr. Redhead,

Electronic Data, LLC is pleased to offer this fee proposal for ongoing Maximo Support and related services for a period of five (5) years. This proposal includes remote support and is quoted on a time and material basis.

Project scope of work includes following:

Electronic Data, LLC understandsthe scope of work may include:

- Services
 - Designated Customer Liaison for The Account to Manage Requests/Activities/Services
 - Regular Meetings
 - Access to EDI and Projetechn Support Desks
 - On-Demand Access to Development/Consulting/Data Resources Based on Current Priorities
 - Regular Release Schedule for Implementation of eSAM Features and/or KCI Enhancements
 - Implementation efforts as requested by KCI.
- Software/Licenses/SaaS
 - MaaS (Maximo provided by Projetechn, moving to MAS8 in Year 2)
 - ATLAS Work Management (150Users)
 - ATLAS Request
 - NearMap
 - SmartRestrooms

The following is an estimate of the annual funding and can be adjusted based on actual needs.

ATTACHMENT A: Contractor's Proposed Scope Of Services and Pricing
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Kansas City Aviation Department Enhanced Support and Software Quote 2023-2028

Organization Chart/Staffing/PM:

Resources in the following Labor Classifications will be assigned to KCAD efforts based on work requested.

Labor Classification	2023-24	2024-25	2025-26	2026-27	2027-28
SME	\$250.00	\$257.50	\$265.23	\$273.18	\$281.38
Business Analyst	\$225.00	\$231.75	\$238.70	\$245.86	\$253.24
Project Manager	\$225.00	\$231.75	\$238.70	\$245.86	\$253.24
Sr. Developer	\$210.00	\$216.30	\$222.79	\$229.47	\$236.36
Jr. Developer	\$170.00	\$175.10	\$180.35	\$185.76	\$191.34
Report Writer	\$160.00	\$164.80	\$169.74	\$174.84	\$180.08
Project Coordinator	\$125.00	\$128.75	\$132.61	\$136.59	\$140.69

ATTACHMENT A: Contractor's Proposed Scope Of Services and Pricing
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Schedule and Estimated Fees:

Our Fee Estimate is based on a project and deliverable schedule of:

	2023-24	2024-25	2025-26	2026-27	2027-28
Contract Total(s)	\$722,193.28	\$646,547.75	\$661,553.74	\$677,241.04	\$693,640.87
Software	\$478,593.28	\$492,947.75	\$507,953.74	\$523,641.04	\$540,040.87
MaaS	\$220,000.00	\$231,000.00	\$242,550.00	\$254,677.50	\$267,411.38
ATLAS Work Management (150)	\$81,705.78	\$84,156.95	\$86,681.66	\$89,282.11	\$91,960.58
ATLAS Request	\$3,090.00	\$3,182.70	\$3,278.18	\$3,376.53	\$3,477.82
NearMap	\$27,037.50	\$27,848.10	\$28,683.90	\$29,544.90	\$30,431.10
Smart Restrooms	\$146,760.00	\$146,760.00	\$146,760.00	\$146,760.00	\$146,760.00
Services	\$243,600.00	\$153,600.00	\$153,600.00	\$153,600.00	\$153,600.00
Calls/Account Management	\$41,500.00	\$41,500.00	\$41,500.00	\$41,500.00	\$41,500.00
System Updates/Release Management	\$62,100.00	\$62,100.00	\$62,100.00	\$62,100.00	\$62,100.00
System Patching (Included in MaaS)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
eSAM Upgrades	\$13,500.00	\$13,500.00	\$13,500.00	\$13,500.00	\$13,500.00
Customer Assistance/Deployment/Release Management	\$48,600.00	\$48,600.00	\$48,600.00	\$48,600.00	\$48,600.00
Projects (TBD)	\$140,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
PP (Loose Ends)	\$50,000.00				
Inventory	\$90,000.00				
TBD		\$50,000.00			
TBD			\$50,000.00		
TBD				\$50,000.00	
TBD					\$50,000.00

ATTACHMENT A: Contractor's Proposed Scope Of Services and Pricing
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Fee:

All services to be provided on an Time and Materials basis as outlined in Schedule and Fee section with a not to exceed fee of \$3,401,176.69 for the five-year term.

Assumptions/Clairifications/Exclusions:

1. All consulting, development, data, enhancement and upgrade effort will be performed as authorized by KCAD. Estimates will be provided for approval and work will be invoiced as it is performed.
2. Additional items/activities can be requested under this contract. All such requests must be submitted in writing.
3. If required, travel and living expenses will be charged on an actual and reasonable basis for any on-site support services requested.

We trust that you will find this proposal in order and look forward to working with you on this project. Please contact me at (727) 954-8524 or jriffer@edatai.com if you have any questions.

Sincerely,
Electronic Data, LLC



Jenna Riffer
Director, EAM Services and Support

Proposal Accepted by:

Mr. Ian Redhead

Date

CC: [Steve Bisch, Justin Bond]

ATTACHMENT A: Contractor's Proposed Scope Of Services and Pricing
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Kansas City Aviation Department Enhanced Support and Software Quote 2023-2028

STANDARD TERMS AND CONDITIONS

Unless otherwise specified in a contract provided by the client in a timely manner, these terms and conditions shall apply to EDI's Services.

Payment and Invoicing Requirements

Client shall make payment to EDI within 30 days after receipt of EDI's invoice submitted in the number, format, and content as may be required by Client. Should an invoice be deficient in any way, Client shall notify EDI within 15 days of receipt of said invoice to allow EDI to promptly correct and resubmit its invoice.

EDI's invoices shall include the cost of all labor and expenses (for services provided on a Time-and-Materials or Cost-Plus Fee Basis) associated with the Services and Materials provided at EDI's current billing rates. The expenses shall be invoiced at 1.05 times the cost. Interest of 1.5% shall apply for every 30-day period payment is late. "Pay if Paid" terms are not applicable. Client agrees to make all effort necessary to ensure receipt of payment from Owner and make payment to EDI within 15 days of payment by Owner to Client.

Insurance

EDI currently has in place insurance policies with certain coverage and limits. Any additional requirements must be communicated in writing by Client prior to start of EDI's services. Unless otherwise agreed to in writing, EDI's liability shall be limited to the actual proceeds of the applicable insurance policy that is in place by EDI. In no event shall either party be responsible for Consequential Damages.

Any non-standard insurance policies or additional limits of liability shall be reimbursed by Client to EDI. (i.e. professional liability greater than \$5M, waivers of subrogation, increased limits on policies not covered by EDI's \$5M excess/umbrella policy, railroad liability protection, XCU coverage, insurance relating to work involving the airfield and watercraft).

Client shall not unreasonably withhold approving a waiver for certain insurance policies in cases where EDI's scope of work does not involve those activities or does not warrant for such nonstandard policies or limits of liability.

To the extent that any of these provisions conflict with the insurance related provisions in Section 21 of this Contract, Section 21 will apply.

Indemnification

EDI shall indemnify and hold harmless the Client and Owner, its, officers, employees, and agents from and against any and all losses, reasonable costs (including, but not limited to, litigation and settlement costs and reasonable counsel fees), claims, suits, actions, damages and expenses, occasioned by EDI's negligence.

Changes in the Scope of Work and Schedule (Delays)

Client may, at any time, by written notice to Consultant, change the Scope of Work to be performed under this Contract. If any such change causes an increase or decrease in EDI's cost of, or time required for, performance of the services under this Contract, an equitable cost and/or completion time adjustment shall be made, and this Contract shall be modified in writing accordingly.

Site Safety

Responsibility for site safety and construction means and methods remains solely with the contractor and/or Client, not EDI, as the design professional.

Standard of Care, Warranties, Guarantees,

Certifications

EDI will perform the Services and any Additional Services in a manner consistent with the care and skill ordinarily exercised by professional consultants providing similar services in similar circumstances at the time the Services and any Additional Services are performed.

As a consultant, EDI cannot warrant, or guarantee results and can only sign applicable certificates based upon EDI's actual knowledge and observations.

Client and Owner shall not request certifications that would require knowledge or services beyond the scope of this Contract. EDI shall not be required to execute certificates or certifications that may expose its liability and risk beyond that undertaken in this Contract.

Confidentiality

To the fullest extent permitted by law, EDI shall treat all Documents and all other information relating to the Project, including, without limitation, all information supplied to EDI by Client

ATTACHMENT A: Contractor's Proposed Scope Of Services and Pricing
February 13, 2023 REV 0
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or others, as confidential and proprietary information of Client and/or Owner, and shall not permit the release of such information to other parties without Client's and/or Owner's prior written authorization. This provision shall not apply to information, which can be found in the public domain, or where already known to EDI or where acquired by EDI independently from third parties or from third parties who were under no obligation of confidentiality.

Dispute Resolution

The parties may agree to submit claims, disputes or other matters in question for non-binding Mediation to a Mediator mutually agreeable to the Client and EDI. Demand for mediation may be filed in writing to the other Party within sixty (60) days of the issue giving rise to the claim, dispute or matters in question. The cost of mediation to the extent allowed by law shall be shared equally between EDI and the Client and the prevailing Party shall be reimbursed for its reasonable cost for such mediation. Should mediation fail, the matter will be submitted to a court of competent jurisdiction. Notwithstanding the foregoing, either party may seek any remedy available to it at law.

Ownership and Use of Documents

Reports, specifications, drawings and/or other documents ("Deliverables") produced specifically for this Contract shall be the property of the Client. To the extent allowed by law, Client agrees to defend, indemnify and hold harmless EDI for any unauthorized use or modification of the Deliverables by anyone other than EDI and or its Subconsultants. Further EDI retains all rights and interests in its pre-existing Intellectual Property defined as "designs, formulas, know-how, processes, patents, trademarks, copyrights, ideas, creations, and all recorded material defining all such property" conceived outside of its Services performed under this Contract. Further, the Client agrees to abide by any End User License Agreements for the use of any third-party software.

Termination For Cause

EDI or the Client may terminate this Contract upon written notice to the other if the other has materially breached any provision of this contract and has not cured such breach within thirty (30) days after receiving such written notice describing the breach in reasonable detail and stating the non-breaching party's intent to terminate the Contract. EDI shall be entitled to payment for actual services performed in accordance with this Contract to the date of Termination.

Entire Agreement

This Contract contains the entire agreement of EDI and the Client with respect to the subject matter of this Contract and supersedes all previous communications, representations, understandings and agreements, either oral or written between EDI and the Client with respect to such subject matter.

No Third-Party Beneficiaries

The parties engage for the sole benefit of each other and no third-party has any rights to file a claim against the parties.

Assignment

Neither this Contract, nor any rights under this Contract may be assigned or transferred by EDI or the Client, in whole or in part, whether voluntarily or by operation of law.



Electronic Data, Inc.
400 Carillon Pkwy., Ste. 100
St. Petersburg, FL 33716

edatai.com
info@edatai.com
P (727) 299-9304

Maximo as a Service (MaaS): Customer Guide

EDI SUPPORT OVERVIEW

At EDI, we strive to deliver industry-leading, world-class service and support. The team at EDI knows that the success of any support interaction depends upon technical knowledge, problem-solving skills, and communication. Our staff of trained support professionals offers years of experience and is dedicated to the success of our customers.

Projotech provides customers with a secure, dedicated, and supported Maximo application via the cloud and has partnered with EDI to support hosted customer environments.

Contacting Support

Most support issues, questions or requests for assistance should be reported to EDI.

Severity Level 1 issues (specifically those related to a system that is unavailable) should be reported directly to Projotech (24/7/365) by calling (513) 661-8500 or (866) 362-4683.

A web-based form is also available here: <https://www.projotech.com/misc/maximo-support>.

Authorized Contacts

Customer will establish a list of personnel authorized to submit issues to EDI for assistance and resolution. This list will not exceed three (3) authorized personnel.

Business Hours and Holidays

Should you require assistance from EDI, please send an email to customercare@edatai.com or call (844) 508-6500.

The EDI support desk is staffed from 8am to 5pm ET daily, except for the holidays listed below.

- ✦ New Year's Day
- ✦ Memorial Day

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- ✦ 4th of July
- ✦ Labor Day
- ✦ Thanksgiving Day
- ✦ Christmas Day

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Required Information

When requesting assistance, the following information should be provided by the customer:

- Company
- Customer Contact
- Product/Version
- Environment
- Severity
- Description of Problem
- Examples, screen captures, log files as appropriate.

Customer will place an initial priority on the request for services. EDI's Customer Operations team reserves the right to change the priority level of any request at any time during the process in order to provide the best service to Customer.

If multiple issues are competing for resources – be they EDI resources, Customer resources and/or nonhuman resources such as server time – EDI will communicate the need to customer stakeholders for further prioritization.

Incident Lifecycle

1. Issues reported via email will automatically create a ticket within the EDI Support Desk. Issues reported via phone will be entered into the EDI Support Desk by the team member who received the call. If an agent is unavailable, you may leave a voice mail to which a ticket will be automatically be created within the EDI Support Desk.
2. You will receive an email notifying you that your ticket has been created and be provided a ticket ID that can be used to reference your ticket in the future.
3. All updates from EDI support will trigger an email to the requestor and any desired CC contacts within the customer's organization.
4. Customers are to respond to these emails to ensure the entire ticket dialogue is captured within the EDI Support Desk.

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5. Any ticket set to 'Pending' status requires action or input from the customer. Tickets that remain in this status for a prolonged period will trigger reminder emails. If a ticket goes more than fifteen (15) business days without response, the ticket will be closed.
6. When a ticket is believed to be resolved, a resolution summary will be provided, and the ticket status will be set to 'Solved'. The ticket will remain in this status for five (5) business days before being permanently closed. Any update on a 'Solved' ticket will reopen it and notify the assignee.

Incident Severity/Priority

Severity Level	Description
Urgent (Severity 1)	Critical Impact/System Down: Business critical software component is inoperable or critical interface has failed. This indicates you are unable to use the Program resulting in a critical impact on operations. This condition requires an immediate solution.
High (Severity 2)	Significant Impact: A software component is severely restricted in its use causing significant business impact. This indicates the Program is usable but is severely limited.
Normal (Severity 3)	Moderate Impact: A noncritical software component is malfunctioning, causing moderate business impact. This indicates the Program is usable with less significant features.
Low (Severity 4)	Minimal Impact: A noncritical software component is malfunctioning, causing minimal impact; or, a nontechnical request is made.

EDI adheres to these definitions for Support tickets and reserves the right to downgrade or upgrade the Severity level of any Support ticket based on these definitions.

Target Response Times by Severity

Severity Level	Description	Target Response
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Urgent (Severity 1)	Critical Impact/System Down: Business critical software component is inoperable or critical interface has failed. This indicates you are unable to use the Program resulting in a critical impact on operations. This condition requires an immediate solution.	Response within two (2) hours always
High (Severity 2)	Significant Impact: A software component is severely restricted in its use causing significant business impact. This indicates the Program is usable but is severely limited.	Response within four (4) hours during normal business hours
Normal (Severity 3)	Moderate Impact: A noncritical software component is malfunctioning, causing moderate business impact. This indicates the Program is usable with less significant features.	Response by the end of the next business day
Low (Severity 4)	Minimal Impact: A noncritical software component is malfunctioning, causing minimal impact; or, a nontechnical request is made.	Response by the end of the next business day

Please refer to your contract agreement for response times and associated penalties guaranteed by your SLA.

Support Case Closure

A support case is closed after a resolution has been provided and after five (5) business days if EDI does not hear back from the customer contact in response to the resolution. Cases may also be closed if they cannot be resolved, or if EDI chooses not to resolve certain issues, with acknowledgement and agreement from customer stakeholders.

Escalation

If at any point in our service process you feel we are not meeting our commitments to you, please call our attention to this problem by doing one or all of the following:

- Confirm that the business impact of your problem has been clearly explained to the service representative assigned to your issue
- Raise the Severity Level of the problem

Should you wish to escalate your issue further, please use the escalation contacts listed below:

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Initial Escalation	Secondary Escalation
<p>Jenna Riffer Director, EAM Services and Support jriffer@edatai.com</p>	<p>Steve Bisch Senior VP, Enterprise Solutions sbisch@aroraengineers.com</p>

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TRAX

Standard Support Service Level Guide

Version 1.2 | 2.3.23

TRAX SUPPORT GUIDE

We strive to deliver industry-leading, world-class service and support. The team at TRAX understands that the success of any support interaction depends upon technical knowledge, problem-solving skills, and communication. Our staff of trained support professionals offers years of experience and is dedicated to the success of our customers. The purpose of this document is to provide general information about working with our Support Team.

Definitions

The following is a list of definitions for terms used throughout this document:

- Request for Service – An initial request by a customer for assistance with the Trax system.
- Incident – An unplanned interruption to the service or reduction in the quality of the service.
- Service Request – Customer requests that do not represent a service disruption - i.e., a change, enhancement, or configuration change.

Contacting Support

Authorized Contacts

Customer will establish a list of personnel authorized to submit Requests for Service to TRAX Support for assistance and resolution. This list will not exceed three (3) authorized personnel. Authorized personnel should be capable of providing base-level support to end users prior to submitting a request for assistance.

Business Hours and Holidays

Should you require assistance from TRAX, please utilize the TRAX Customer Portal, send an email to support@traxinsights.com or call (678) 533-4017.

The TRAX Support Desk is staffed from 8am to 5pm ET daily, except for the holidays listed below. Requests received after hours or on non-business days will be captured and processed on the next business day.

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- Martin Luther King Jr. Day
- Memorial Day
- 4th of July
- Labor Day
- Thanksgiving Day
- Friday After Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- New Year's Day

Required Information

When requesting assistance, the following information should be provided by the customer:

- Company Name
- Venue Name (if client has more than one Venue)
- Customer Contact (including email address if submitting via phone) ■

Issue Description

- Cleaning alert number (if applicable)
- User (if applicable)
- Location (if applicable)
- Device details (a screenshot of the "about" page of the settings will suffice)

Customer will place an initial priority on the request for services. The TRAX Support Manager reserves the right to change the priority level of any request at any time during the process to provide the best service to the Customer.

Support Levels

The following table outlines the support levels for TRAX deployments:

Support Level	Responsibility	Description
Level 1 (L1)	TRAX Customer Care Team	Logs application support requests; performs triage; FAQ Support; Configuration Support; acts as the point of contact for the Request for Service; manages escalation to Level 2
Level 2 (L2)	TRAX Vendor Support Team	Provides support for 3 rd party components used in the TRAX solution

Request Lifecycle

1. Request for Service reported via the customer portal or email will automatically create a ticket within the TRAX Support Desk. Request for Service reported via phone will be entered into the TRAX Support Desk by the agent who received the call, or the customer can leave a voicemail which would also be recorded by the recipient of the message within 24 hours of receipt.

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2. You will receive an email notifying you that your ticket has been created and be provided with a ticket ID that can be used to reference your ticket in the future. If a ticket is received during business hours, a response should be within an hour of receipt. If a ticket is received outside of business hours, a response will be sent on the next business day.
3. All updates from TRAX Support will trigger an email to the requestor and any desired CC contacts within the customer's organization.
4. Customers are to respond to these emails to ensure the entire ticket dialogue is captured within the TRAX Support Desk.
5. Any ticket set to 'Pending' status requires action or input from the customer. Tickets that remain in this status for a prolonged period will trigger reminder emails. If a ticket goes more than three (3) business days without response, the ticket will be closed.
6. When a ticket is believed to be resolved, a resolution summary will be provided, and the ticket status will be set to 'Solved'. The ticket will remain in this status for five (5) business days before being permanently closed. Any update on a 'Solved' ticket will reopen it and notify the assignee.

[Request Processing](#)

Requests for Service will be categorized into either Incidents or Service Requests. Incidents will follow a standard ITIL Incident Management process for resolution through the Support levels outlined previously. Service Requests will follow a standard Request Fulfillment process in coordination with onsite resources.

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Incident Severity/Priority

Severity Level	Description
Critical (S1)	Critical Impact/System Down: Business critical software component is inoperable or critical interface has failed. This indicates you are unable to use the Program resulting in a critical impact on operations.
Major (S2)	Major Impact: A software component is severely restricted in its use causing significant business impact. This indicates the Program is usable but is severely limited.
Moderate (S3)	Moderate Impact: A noncritical software component or piece of vendor hardware is malfunctioning, causing moderate business impact. This indicates the Program is usable with less significant features.
Minor (S4)	Minor Impact: A nontechnical request is made.

TRAX adheres to these definitions for support cases and reserves the right to downgrade or upgrade the Severity Level of any Support Ticket based on these definitions.

Target Response Times by Severity

Severity Level	Target Response
Critical (S1)	Response within one (1) hour during normal business hours
Major (S2)	Response within four (4) hours during normal business hours
Moderate (S3)	Response by the end of the next business day
Minor (S4)	Response by the end of the next business day

Please refer to your contract agreement for response times and associated penalties guaranteed by your SLA. Any contractual SLA's agreed upon during system implementation will take precedent over TRAX standard SLA's outlined in this document.

Support Case Closure

A support case is closed after a resolution has been provided and after five (5) business days if TRAX does not hear back from you in response to the resolution. Cases may also be closed if they cannot be resolved, or if Trax chooses not to resolve certain Requests for Service, with acknowledgement and agreement from the customer.

Escalation

If at any point in our service process you feel we are not meeting our commitments to you, please call our attention to this problem by doing one or all the following:

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- Confirm that the business impact of your problem has been clearly explained to the service representative assigned to your issue
- Raise the Severity Level of the problem

Should you wish to escalate your issue further, please use the escalation contacts listed below:

Initial Escalation	Secondary Escalation
LaCheryl Banks Technical Support Manager LBanks@traxinsights.com	Jennifer Brown Vice President, Operations JBrown@traxinsights.com

ATTACHMENT B:
Civil Rights and Equal Opportunity Department
Civil Rights and Wage Assurances

Non-discrimination in Employment. Contractor shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Contractor shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

Ban the Box in Hiring and Promotion.

(a) Pursuant to Section 38-104, City Code Ordinances, Contractor shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

(b) Notwithstanding subsection (a), Contractor may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.

(c) This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source.

Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

Quality Services Assurance Act. If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance



ATTACHMENT B:
Civil Rights and Equal Opportunity Department
Civil Rights and Wage Assurances

Act, Section 3-66, Code of Ordinances or City has granted Contractor an exemption pursuant to the Quality Services Assurance Act.

Anti-Discrimination Against Israel. If this Contract exceeds \$100,000.00 and Contractor employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Contractor certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
- (b) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
- (c) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.

CREO Form 3
Rev. 3.22.2023



ATTACHMENT B:
Civil Rights and Equal Opportunity Department
Civil Rights and Wage Assurances

(d) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, cancelled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Contractor shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

Prevailing Wage. If the Agreement exceeds \$75,000.00 and any of the Services performed by Contractor includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law (Section 290.210, RSMo – 290.340, RSMo), Contractor shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates, the appropriate Wage Order. Contractor shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Contractor fails to notify the City.