

**VIRTUAL RAMP CONTROL SYSTEM
OPERATIONS AND MAINTENANCE CONTRACT
CITY OF KANSAS CITY, MISSOURI - AVIATION DEPARTMENT**

CONTRACT NO: 6222090040

DESCRIPTION: Operation and maintenance service of virtual ramp control systems in the single terminal facility at Kansas City International Airport.

THIS CONTRACT is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and Saab, Inc. (“Contractor”). City and Contractor agree as follows:

**PART I
SPECIAL TERMS AND CONDITIONS**

Sec. 1. Work To Be Performed. The Specification/Scope of Work and any addenda are attached hereto and incorporated into this Contract.

Sec. 2. Term of Contract. This Contract shall begin on February 1, 2023 and shall end no later than January 31, 2028. The Director is authorized to enter into an amendment to extend the term of this Contract and time of performance for this Contract.

Sec. 3. Compensation.

A. The maximum amount that City shall pay Contractor under this Contract shall not exceed nine million two hundred thirty thousand eight hundred eight-six dollars (\$9,230,886). Contractor shall provide all work at the prices contained in **Attachment A - Scope of Service**, that is incorporated herein by reference.

B. The annual prices and monthly payments for Items 1 and 2 are stated in the table below. Item 3 is a one time charge payable at the completion of the integration activity.

Item #		Year 1	Year 2	Year 3	Year 4	Year 5	5 Year Total
1	5 Year Tower Service 5 Year Maintenance and	\$ 1,525,719.00	\$ 1,573,170.00	\$ 1,622,096.00	\$ 1,672,544.00	\$ 1,724,562.00	\$ 8,118,091.00
2	Support	\$ 198,715.00	\$ 201,673.00	\$ 207,084.00	\$ 214,135.00	\$ 220,188.00	\$ 1,041,795.00
	Total	\$ 1,724,434.00	\$ 1,774,843.00	\$ 1,829,180.00	\$ 1,886,679.00	\$ 1,944,750.00	\$ 9,159,886.00
	Monthly Charge	\$ 143,702.83	\$ 147,903.58	\$ 152,431.67	\$ 157,223.25	\$ 162,062.50	
3	Aerobahn Integration	\$71,000.00					

C. Contractor will bill the City monthly in a form acceptable to the City.

D. It shall be a condition precedent to payment of any invoice from Contractor that 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 City from Contractor may be determined.

E. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.

Sec. 4. Notices. All notices required by this agreement shall be in writing sent to the following:

If to the CITY:

City of Kansas City, Missouri
Aviation Department
Pat Klein, Director
601 Brasilia Avenue
Kansas City, MO 64153
816-243-3000
pat.klein@kcmo.org

If to the CONTRACTOR:

Saab, Inc.
ATM Air Traffic Systems
Stephen Furcinito, Senior Contracts
Manager
85 Collamer Crossings
East Syracuse, NY 13057
315-439-4058
stephen.furcinito@Saabinc.com

All notices are effective a) when delivered in person, b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail, c) upon receipt after dispatch by registered or certified mail, postage prepaid, d) on the next business day if transmitted by overnight courier(with confirmation of delivery), or e)three business days after the date of mailing, whichever is earlier.

Sec. 5. Merger. This Contract consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; Part II, Standard Terms and Conditions; and Part III, Supplemental Terms for All Airport Agreements. This Contract, including any Attachments and incorporated documents, constitutes the entire agreement between City and Contractor with respect to this subject matter.

Sec. 7. Conflict Between Contract Parts. In the event of any conflict or ambiguity between the Special Contract Terms and Conditions of Part I, the Standard Terms and Conditions of Part II, and the Supplemental Terms of Part III of this Contract, Part I will be controlling.

Sec. 8. Minority and Women’s Business Enterprises. RESERVED.

Sec. 9. Workforce. RESERVED

Sec. 10. Bonds and Surety. RESERVED.

Sec. 11. Subcontracting.

- A. Contractor shall not employ or retain any Subcontractor, Supplier or other person or organization, whether initially or as a substitute, against whom City has a reasonable objection, including but not limited to debarment by City or another governmental entity or decertification of the Subcontractor from the City’s Minority and Women’s Business Enterprise Program as a result of the Subcontractor’s failure to comply with any of the requirements of the provisions of Chapter 3 of the City’s Code as determined by the Director of the Human Relations Department. Contractor shall insert this provision in any subcontractor agreement associated with this Contract. Contractor shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom Contractor has reasonable objection.

- B. Contractor shall submit required information for all Subcontractors on Form 01290.09 - Subcontractors and Major Material Suppliers List, provided in these Contract Documents, prior to Subcontractor beginning Work at the Site.
- C. Contractor shall be fully responsible to City for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor.

Sec. 12. Prevailing Wage. RESERVED.

Sec. 13. Attachments to Part I. The following documents are Attachments to Part I of this Contract and are attached hereto and incorporated herein by this reference:

Attachment A - Scope of Service

Attachment B – 00620 Insurance Certificate

Attachment C – 00630 Revenue Clearance Release Authorization

Attachment D – 00515.01 Employee Eligibility Verification Affidavit

Sec. 14. Missouri Sales Tax Exemption. RESERVED

THIS CONTRACT CONTAINS AN INDEMNIFICATION PROVISION

Business Entity Type:

- Missouri Corporation
- Foreign Corporation
- Fictitious Name Registration
- Sole Proprietor
- Limited Liability Company
- Partnership
- Joint Adventure (Joint Venture)
- Other (Specify): _____

CONTRACTOR: SAAB, Inc.

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

By: _____

Title: _____

Date: _____

(Affix Corporate Seal)

Approved as to form:

Assistant City Attorney (date)

KANSAS CITY, MISSOURI

By: _____

Pat Klein
Director of Aviation

Date: _____

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Director of Finance (date)

PART II
STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

- A. For purposes of this Section 1 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, subconsultants, subcontractors, successors, assigns, invitees and other agents.
 3. **City** means City and 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 General Liability insurance that Contractor is required to procure and maintain under this Contract. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in 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 to the extent 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. 2. Independent Contractor. Contractor is an independent contractor and is not City's agent. Contractor has no authority to take any action or execute any documents on behalf of City.

Sec. 3. Insurance. Contractor shall procure and maintain in effect throughout the duration of this Contract insurance coverage not less than the types and amounts specified in this section. In the event that additional insurance, not specified herein, is required during the term of this Contract, Contractor shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City unless City approves in writing the Contractor's Self-Insured Retention.

- a. A. Aviation Liability/Commercial Liability Insurance with limits of one hundred million dollars (\$100,000,000) per occurrence; provided, however, that the sublimit for Personal Injury Coverage for non-passengers shall be \$25,000,000 each occurrence and in the annual aggregate and the sublimit for Fire Legal Liability shall be \$10,000,000 each occurrence. Coverage shall include, without limitation, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Products-Completed Operations, Personal Injury and Advertising Injury Liability, Terminal-Operations, Independent Contractors and Subcontractors and Fire Legal Liability. The Products-Completed Operations coverage shall be provided for a minimum of one year following final acceptance of the work except in the case of construction, in which case the coverage shall be provided for five years following final acceptance of the work. Such policy or policies shall, to the degree reasonably possible, be issued on an occurrence basis, and shall cover the entire Terminal and all on-Airport aircraft, vehicles and mobile equipment, and all activities of Airline at or within the Terminal and the Airport and all indemnification

made in this Agreement. With regard to application to aircraft, such policy or policies shall apply to owned, non-owned and hired aircraft.

- B. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:
Workers' Compensation Statutory Employers Liability \$1,000,000 accident with limits of:
\$1,000,000 disease-policy limit
\$1,000,000 disease-each employee
- C. Commercial Automobile Liability Insurance: with a limit of \$5,000,000 , covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an " each accident" basis. This insurance will be written on a Commercial Automobile Liability 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.
- D. **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.
- E. The Commercial General Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds, including completed operations, for the services performed under this Contract. Contractor shall provide to City at execution of this Contract a certificate of insurance showing all required coverage and additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- F. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-V" or better, and are licensed or authorized by the State of Missouri to do business in Missouri.
- G. Contractor's failure to maintain the required insurance coverage will not relieve Contractor of its contractual obligation to indemnify the City pursuant to Section 1. If the coverage afforded is cancelled or changed or its renewal is refused, Contractor shall give at least thirty (30) days prior written notice to City. In the event of Contractor's failure to maintain the required insurance in effect, City may order Contractor to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Contract as provided for herein and by law.
- H. 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.
- I. Contractor shall obtain evidence that all Subcontractors have in force general, automobile, and employer's and workers' compensation liability insurance in the amounts required by these Contract Documents, and evidence that each is current on its unemployment insurance payments before Subcontractors begin Work at the Site. Contractor shall retain such evidence in its files and make available to City within ten (10) days after written request.

Sec. 4 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. 5. Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this contract.

Sec. 6. Termination for Convenience.

- A. City may, at any time upon ten (10) days notice to Contractor specifying the effective date of termination, terminate this Contract, in whole or in part. If this Contract is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.
- B. If this Contract is terminated prior to Contractor's completion of services, all work or materials prepared or obtained by Contractor pursuant to this contract shall become City's property.
- C. If this Contract is terminated prior to Contractor's completion of the services to be performed hereunder, Contractor shall return to City any sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Contract. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 7. Resolution of Claims

- A. For purposes of this Section 7 only, the following terms shall have the meanings listed:
 - 1. A Claim is a demand or assertion by the Contractor seeking, as a matter of right, the adjustment of Contract price and/or times with respect to the terms of the Contract.
 - 2. City's Representative--Person or agency designated to act for the Director.
- B. The Contractor must give written notice to the City's Representative within thirty (30) calendar days after the occurrence of the event giving rise to the Claim or within thirty (30) calendar days after the first recognition of the conditions giving rise to the Claim. After the thirty (30) day period for filing claims has expired, the Claim shall be considered waived unless the Director grants an extension based on good cause shown by the Contractor that such additional time is warranted. The responsibility to substantiate Claims shall rest with the Contractor.
- C. If the claim cannot be resolved by direct negotiation between the City's Representative and the Contractor, the parties must submit the Claim to the Director within five (5) days after the parties agree that they cannot resolve the Claim.
- D. The submittal of the Claim position statements shall: 1) be in writing; 2) state the issues; 3) and state the respective positions of the parties.
- E. The Director shall review the written statements and reply in writing to both parties within ten (10) working days. The Director may extend this period if necessary by notifying the parties.
- F. Absent fraud, gross mistake or bad faith, the Director's decision shall be final and binding on City and Contractor within fourteen (14) calendar days after issuance.
- G. All administrative procedures set forth in this contract must first be exhausted before suit is filed.
- H. The time frame for the Director's decision may be tolled if the parties mutually agree to participate in mediation. Mediator selection and the procedures to be employed in the mediation

shall be mutually acceptable to both parties. Cost of the mediation, including the mediator's fees, shall be shared equally among the parties.

- I. If the Claim is not resolved during mediation, the Contractor agrees that it will file no suit based on facts or evidentiary materials that were not presented for consideration to the City during the mediation process or of which the Contractor had knowledge and failed to present during the administrative procedures.

Sec. 8. Default and Remedies. 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 30 days prior notice and opportunity to correct such default or breach.

Sec. 9. 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. 10. Modification. Unless stated otherwise in this Contract, no provision of this Contract may be waived, modified or amended except in writing signed by City.

Sec. 11. Headings Construction of Contract. The headings of each section of this Contract are for reference only. Unless the context of this Contract clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 12. Severability of Provisions. Except as specifically provided in this Contract, all of the provisions of this Contract shall be severable. In the event that any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds that the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Contract could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

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 Department, the City Manager, the City department administering this Contract and their 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. 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 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 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.

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, 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. 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 or any contract renewal when the total contract amount exceeds \$150,000.00.

Sec. 16. Assignability or 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. 17. Conflicts of Interest. Contractor certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Contract, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Contractor in this Contract.

Sec. 18. Rules of Construction. The judicial rule of construction requiring or allowing an instrument to be construed to the detriment of or against the interests of the maker thereof shall not apply to this Contract.

Sec. 19. Reports. At no cost to the City, Contractor shall provide reports as required in this Contract, in association with the Scope of Work and SOPs developed by the parties.

Sec. 20. Employee Eligibility Verification. If this contract exceeds five thousand dollars (\$5,000.00), 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 www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm. 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. 21. Buy American and Missouri Preference Policies. 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. Pursuant to Section 71.140 RSMo., preference shall be given to materials, products, supplies and all other articles produced, manufactured, made or grown within the State of Missouri.

Sec. 22. Missouri Sales Tax Exemption. RESERVED.

Sec. 23. Quality Services Assurance Act. If this Contract exceeds \$160,000.00, by executing this Contract, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$13.75 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. 24. 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.

PART III
SUPPLEMENTAL TERMS AND CONDITIONS TO ALL AIRPORT AGREEMENTS

APPLICATION OF REFERENCES

“**Owner**” and “**Sponsor**” means the City of Kansas City, Missouri Aviation Department.

“**Contractor**” means any party to this agreement other than the Owner, including without limitation the prime contractor. “**Subcontractor**” means all subcontractors under contract with the Contractor.

“**Consultant**” means architectural, engineering or other entity providing professional services to the Owner pursuant to an agreement.

“**Construction**” means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility service. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

PROVISIONS APPLICABLE TO ALL CONTRACTS

A. ACCESS TO RECORDS AND REPORTS.

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, 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.

B. BUY AMERICAN PREFERENCE. RESERVED.

C. CIVIL RIGHTS - GENERAL.

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 of Title VI of the Civil Rights Act of 1964.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

D. CIVIL RIGHTS - TITLE VI CLAUSES FOR COMPLIANCE.

1. Title VI Solicitation Notice. The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, 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.

2. **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:
- a. **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.
 - b. **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.
 - c. **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, or national origin.
 - d. **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.
 - e. **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:
 - (1) Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - (2) Cancelling, terminating, or suspending a contract, in whole or in part.
 - f. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs (a) through (f) 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.

3. **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).

F. DISADVANTAGED BUSINESS ENTERPRISE.

1. **Race/Gender Neutral.** The requirements of 49 CFR Part 26 apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, national origin (including limited English proficiency), creed, sex (including sexual orientation or gender identity), age, or disability in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.
2. **Contract Assurance.** The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, age, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:
 - a. Withholding monthly progress payments;
 - b. Assessing sanctions;
 - c. Liquidated damages; and/or
 - d. Disqualifying the Contractor from future bidding as non-responsible.
3. **Prompt Payment .** The Prime Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fifteen (15) calendar days from the receipt of each payment the Prime Contractor receives from the City. The Prime Contractor agrees further to return retainage payments to each subcontractor within fifteen (15) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

G. TERMINATION OF DBE SUBCONTRACTORS.

The prime contractor must not terminate a DBE subcontractor without prior written consent of City. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials

for which each is listed unless the contractor obtains written consent of the City. Unless the City's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The City may provide such written consent only if the City agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the City its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the City, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise The City and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the City should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the City may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

H. 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)].

I. 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, et seq, 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.

J. 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 subcontractor's 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.

K. RIGHT TO INVENTIONS. RESERVED

L. SEISMIC SAFETY. RESERVED

M. TAX DELINQUENCY AND FELONY CONVICTIONS.

The Contractor certifies:

1. It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2. It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.
3. The Contractor agrees to incorporate the above certification in all lower tier subcontracts.

N. TRADE RESTRICTION CERTIFICATION.

Contractor certifies that its:

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
3. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Contractor must provide immediate written notice to the Owner if the Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
3. who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Contractor has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the Federal Aviation Administration.

O. VETERAN'S PREFERENCE.

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within

Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

COPELAND "ANTI-KICKBACK" ACT. RESERVED
DAVIS-BACON REQUIREMENTS. RESERVED.

DISTRACTED DRIVING

Reference: Executive Order 13513 and DOT Order 3902.10

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 sub-grant.

In support of this initiative, the Owner 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 and involve driving a motor vehicle in performance of work activities associated with the project.

AFFIRMATIVE ACTION REQUIREMENTS. RESERVED.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

- I. Equal Opportunity Clause. During the performance of this contract, the Contractor agrees as follows:
 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identify, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identify, or national origin.
 3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee

who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
2. The Contractor has procured \$10,000 or more of a designated item using Federal funding

during the previous fiscal year. The list of EPA-designated items is available at: <https://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products> Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the Contractor can demonstrate the item is:

- (1) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- (2) Fails to meet reasonable contract performance requirements; or
- (3) Is only available at an unreasonable price.

PROHIBITION OF SEGREGATED FACILITIES

1. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
2. "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identify, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
3. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

TERMINATION OF CONTRACT

- I. Termination for Convenience (Construction & Equipment Contracts). The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:
 1. Contractor must immediately discontinue work as specified in the written notice.
 2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
 3. Discontinue orders for materials and services except as directed by the written notice.
 4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
 5. Complete performance of the work not terminated by the notice.
 6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.Owner agrees to pay Contractor for:
 - a. completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
 - b. documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract

- documents in connection with uncompleted work;
- c. reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
 - d. reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

II. Termination for Default (Construction). Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights and remedies associated with Owner termination of this contract due to default of the Contractor.

III. Termination for Default (Equipment). The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice-to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy;

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within ten (10) days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience of the Owner. The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Contractor certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

1. Certification of Lower Tier Contractors Regarding Debarment

The Contractor, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful Bidder will accomplish this by:

- a. Checking the System for Award Management at website: <https://www.sam.gov>.
- b. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- c. Inserting a clause or condition in the covered transaction with the lower tier contract
If the Federal Aviation Administration (FAA) later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.
3. Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.
4. Subcontractors. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

CERTIFICATION REGARDING LOBBYING. The Contractor certifies by signing and submitting this bid or proposal, to the best of his other knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract.

Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by deadline indicated in the Owner's notice. The duties and obligations imposed by the Contract Documents 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.

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 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Contractor agrees to report any violation to the

Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. The Contractor agrees to incorporate the above certification in all lower tier subcontracts that exceed \$150,000.

ATTACHMENTS TO PART I
ATTACHMENT A - SCOPE OF SERVICE

PART 1 - GENERAL

A. Virtual Ramp Control Requirements: SAAB, a qualified and competent company (Operator) shall provide Virtual Ramp Control (VRC) services at the Kansas City International Airport (MCI). The Operator shall have experience with operating the Virtual Airfield Management System (VAMS).

1. System Requirements

Manage the orderly flow of air carrier aircraft to and from the new terminal gates, Remain Over Night parking locations and the deicing ramp through providing instructions and advisories to flight crews and ground crews towing aircraft including:

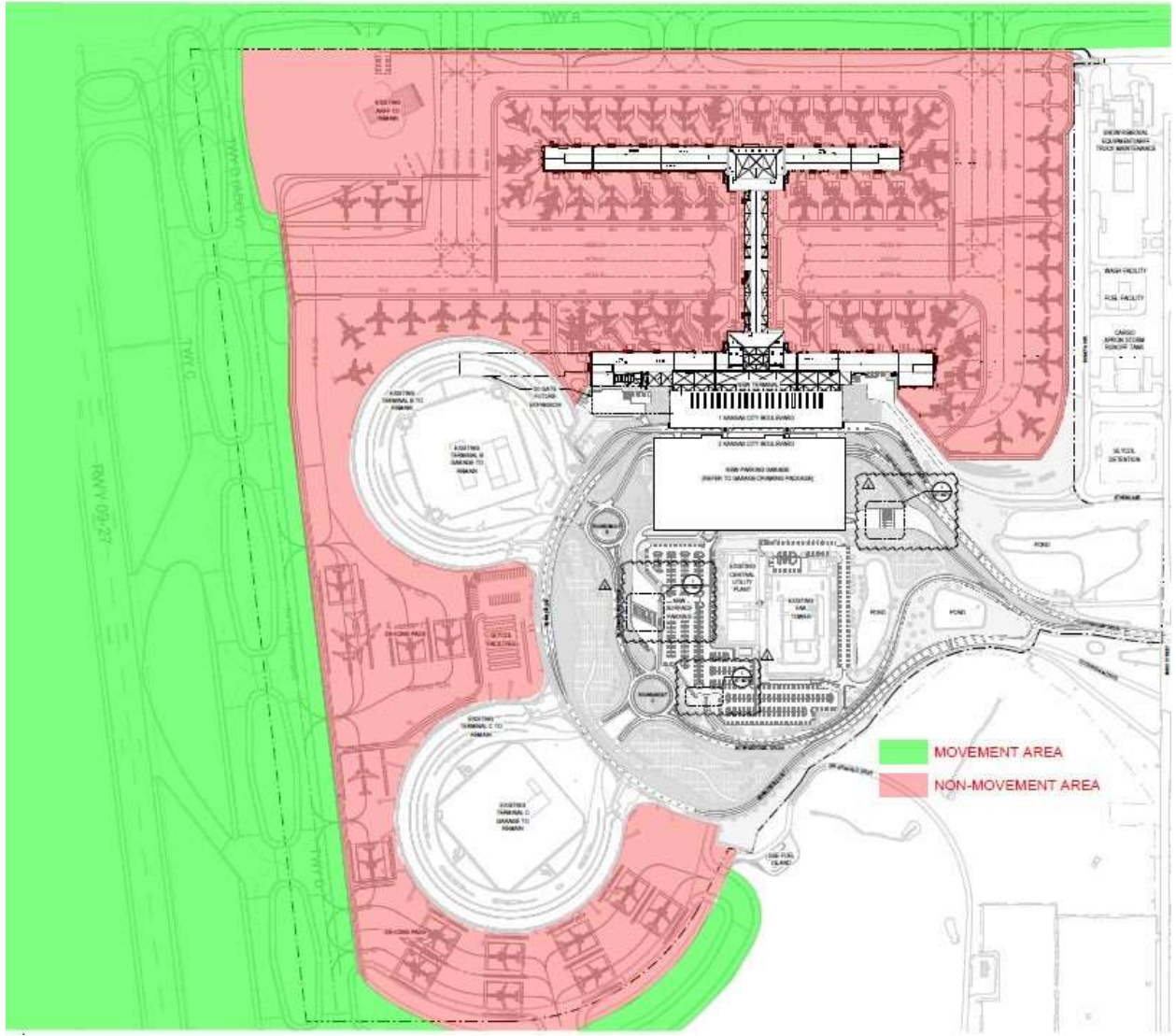
- Coordination with FAA ATCT Ground Control
- Coordination with Airline Operations
- Coordination with Kansas City Aviation Department's (KCAD) Airport Operations and KCAD snow removal crews

The Operator will manage aircraft movement using VAMS and shall be responsible for coordinating safe and expeditious movement of aircraft traversing between the movement area and the non-movement air carrier ramps at Kansas City International airport (MCI). The VRC services shall include ground traffic management of aircraft within the non-movement area of air carrier ramps, including ingress and egress to aircraft gates, RON parking locations and deicing positions. The Operator will be providing VRC services using computer software and hardware (such as CCTV). The CCTV solution must provide situational awareness for the Virtual Ramp Control Operators to manage/organize the flow of aircraft traffic, provide information and support to pilots, and provide aircraft deicing management, RON parking and gate management services.

a. Areas of Responsibility

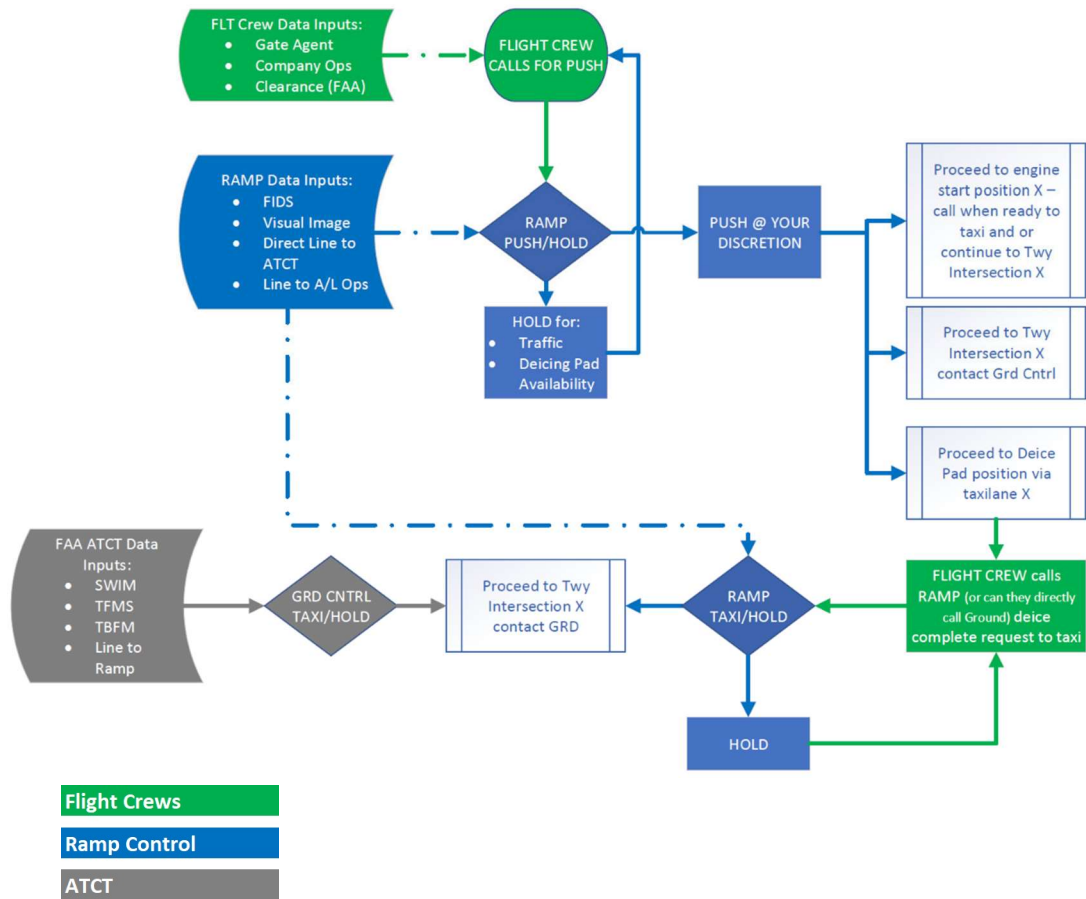
The image below identifies the areas the Operator is responsible for controlling, including the non-movement areas, aircraft gates, RON parking locations and deicing positions.

Operator is responsible for hiring and providing professional staff to conduct ramp control operations at MCI utilizing the MCI VRC system and tools provided by Saab. Staffing shall be in accordance with KCAD requirements, and is to include coverage from 0400 to 2400, 7 days a week, 365 days a year. Aerobahn Surface Management software (SMAN) & Program Support includes Aerobahn licensing and hosting for 5 seats. Operator shall provide Aerobahn user support and customer service support 24x7x365.



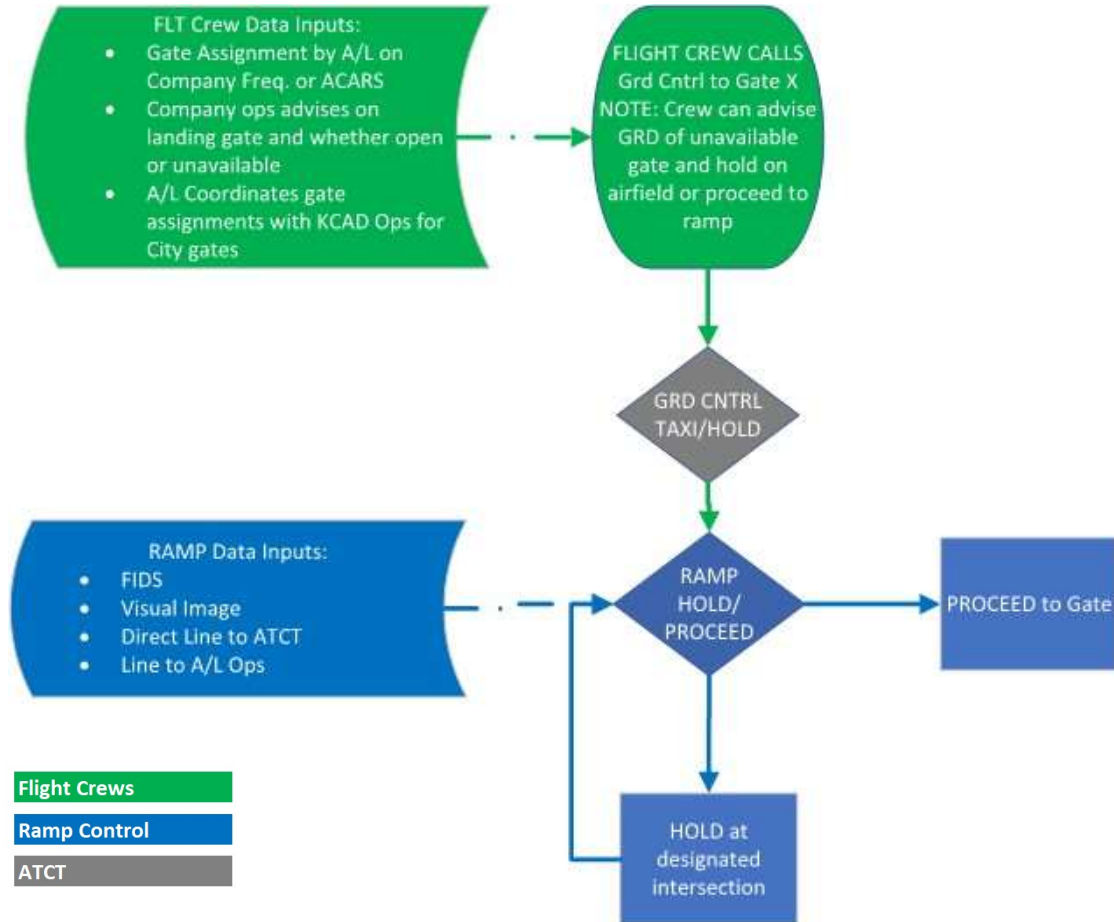
Responsibilities for Departures and Deicing

The flowchart below indicates the notional expected responsibilities shared between Ramp Control, aircraft crews and the FAA for departures and deicing operations.



Responsibilities for Arrivals

The flowchart below indicates the expected responsibilities shared between Ramp Control, aircraft crews and the FAA for arrival operations.



2. Operational Requirements

The Operator is integral in the collective effort to ensure safe and efficient management of aircraft traffic in and out of the air carrier ramps, the RON locations and during deicing operations. Collaboration is essential to developing operational procedures acceptable to all airport stakeholders. In addition to VRC services, the Operator will participate in various coordination meetings and collaborate with KCAD staff, FAA Air Traffic Control Tower (ATCT) staff, Air Carriers and other Airport stakeholders to develop best management practices and procedures. The Operator will work with the FAA ATCT to create an appropriate Letters of Agreement (LOA) to document operating procedures as well as coordination and communication transfer points. In addition, the Operator shall work closely with the Deputy Director, Operations and Maintenance or designee, to develop Memoranda of Understanding (MOU) to document operational agreements and establish open communications with KCAD staff, airline staff and the FAA to share pertinent operational information.

The Operator shall comply with all established KCAD policies and procedures when handling Emergencies, RON parking, City Gate utilization, Engine Run-up and Cross-Bleed starts. The Operator will assist KCAD Operations in the event of an Emergency.

a. Key Performance Indicators

The system is expected to be operational 99.9% of the time during operating hours. For purposes of calculating when the system is operational, time for scheduled maintenance authorized by KCAD shall not be included.

b. Hours of Operation:

The Operator shall provide Virtual Ramp Control services seven (7) days a week, twenty (20) hours per day, typically from 0400 local to 2400 local in multiple work shifts, or as otherwise directed by KCAD. Virtual Ramp Control (VRC) services may also be required during increased volume Off Schedule Operations (OSO) due to local or national air traffic system impacts, in accordance to Section 2.1 – Ramp Tower Staff Pricing . Transfer of control in the off hours to the FAA will be in accordance with the Letter of Agreement between KCAD and the FAA ATCT. Virtual Ramp Control Services using a Virtual Airfield Management System will be provided on the designated non-movement areas.

3. Staffing Requirements

The Operator will provide an adequate number of qualified staff per work shift, to ensure proper coverage during the twenty (20) hour/workdays. Operator staffing shall include a qualified Manager responsible for the overall activities relating to VRC services at the Airport. The onsite manager shall be the point of contact for KCAD and serves as the Operator's representative at coordination meetings. Operator staff shall dress and conduct business in a professional manner. Operator staff must also obtain and maintain Security Identification Display Area (SIDA) badges and ramp driving privileges as a condition of employment.

4. Equipment Requirements

The Operator has and, as needed will, provide the VAMS infrastructure which should include an Enhanced Airport Vision Display (EAVD) system, which integrates day/night visible, thermal, and pan-tilt-zoom cameras with aircraft surveillance data from the Federal Aviation Administration's (FAA) Airport Surface Detection Equipment – Model X (ASDEX) to seamlessly display multiple sources of real-time information or through alternative measures that are approved by KCAD. The VAMS system will include robust reporting and playback capabilities and the necessary redundancy and backup power such that there is no disruption of operations. The system shall have no single point of failure. The VAMS system will be operated daily in all weather conditions out of a single control room the "Ramp Control Room", which has an adjacent equipment room, as shown in the image below and detailed as part of Exhibit B. The system will provide for backup of data, phone, and radio transmission recording for a period of 12 months with playback capability. The system will provide video feed to Airport Operations and necessary

equipment to view any camera at any time onto three (3) monitors in the Airport Operations office and allow for historical playback and downloading capability.

5. Maintenance Requirements

- a) The Operator shall be responsible for providing ongoing preventative and corrective maintenance of the system for a contract period of five (5) years. This includes maintenance of the hardware replacement/repair and support, software and program support and infrastructure needed for a fully operational system. The Operator shall provide for on-call maintenance services that can respond to any maintenance needs during operational hours.
- b) The Operator shall investigate the feasibility of integrating KCAD's existing work order system (Maximo) with Aerobahn, so that KCAD will have maintenance records of all VRC system maintenance service requests and their status.

6. Administrative Requirements

- a) The Operator shall provide monthly invoices to KCAD including sufficient details to support the invoiced amount and as requested by KCAD staff as well as maintaining and preparing operational activity reports on operational issues and statistics as required by this contract.. The Operator should keep all business records on file for five (5) years or otherwise directed by KCAD.
- b) The Operator shall maintain copies of all video and audio recording associated with operations on the non-movement area for a minimum of forty-five (45) calendar days. The Operator must complete an accident investigation and provide KCAD with the findings to the owner within seven (7) business day of accident. Develop and provide monthly Gate and RON activity reports, or other reports as agreed upon with the KCAD.

1.4 SCHEDULE OF WORK PHASES

- A. Contractor performed three phases of work related to this Contract under a separate contract, including Phases 1 - Engineering, Phase 2 - Procurement, and Phase 3 – Installation. This Contract is for services to be formed as Phase 4 Staffing, Operations, Support and Maintenance of the VRCS technical system, for the Term as defined in Section 2 of this Contract.
- B. Kansas City International Airport - Security Control Procedures and Security Identification Display Area (SIDA) Access Policy: In compliance with Part 1542 of the Transportation Security Regulation, the Airport has adopted and put into use facilities and procedures designed to provide for the safety of persons and property traveling in air transportation and intrastate air transportation against acts of criminal violence and aircraft piracy. Operator, and each of its Subcontractors, shall comply with all Kansas City International Airport Security Control Procedures and the Security Identification Display Area (SIDA) Access Policy. Security Control Procedures are identified in Section 011500. Section 011500 is a part of these Contract Documents and will be strictly enforced throughout the duration of the Work.

C. Kansas City Aviation Department Vehicle Inspection And Safety Program

This provision does not apply to non-airfield access.

KCAD has developed a Vehicle Inspection and Safety Program administrated by the Airport Operations Division. The program establishes guidelines and procedures for issuing permanent and temporary Airport Operations Area (AOA) permit decals for all non-escorted motorized driven vehicles and all aircraft fuel carts governed by National Fire Protection Agency (NFPA) 407 operating on the AOA. The Vehicle Inspection and Safety Program is identified in Section 011501 and will be strictly enforced throughout the duration of the Work.

Operator shall maintain a list of all company vehicles on site. Company vehicles shall have the company identified in large font on both sides of the vehicle, legible from a distance of fifty (50) feet. The list of active vehicles shall include all license plates and be regularly updated with KCAD.

EXHIBIT A - STATEMENT OF WORK and COSTS

Proposal for Phase 4 – VRCS Operation and Support

1 Overview

Saab, Inc. (Saab) has been awarded a contract with the Kansas City International Airport Aviation Department (KCAD) for Phase 1 – 3 of the Virtual Ramp Control System (VRCS) program to implement hardware and software technology in support of MCI Virtual Ramp Control System. Phase 1-3 has been funded and is currently in process.

Phase 4 of the VRCS program is to provide VRC tower staffing and operations as well as maintenance and support of the VRCS technical system for a duration of 5 years. KCAD has not yet awarded Phase 4 of the program. This proposal includes the Saab pricing and scope for Phase 4 of the MCI VRCS program.

1.1 Pricing Components

Phase 4 pricing includes the following scope elements:

- Ramp Tower Staffing – Saab subcontractor, Robinson Aviation (RVA), will be responsible to hire and provide professional staff to conduct ramp control operations at MCI utilizing the MCI VRC system and tools provided in Phase 1-3 by Saab. Tower staffing is in accordance with KCAD requirements, and is assumed to include 20 hours per day of coverage from 0400 to 2400, 7 days a week, 365 days a year.
- Professional Liability insurance for ramp operations at \$100 million coverage
- VRC System Maintenance and Support – includes hardware replacement/repair and support, preventative & corrective maintenance
- Aerobahn Surface Management software (SMAN) & Program Support – includes Aerobahn licensing and hosting for 5 seats, Aerobahn user support, and customer service support 24x7x365
- Integration between KCAD's Maximo application with Saab Aerobahn SMAN application

2 Pricing

2.1 Ramp Tower Staffing Price

Saab pricing included in this proposal has been updated since the most recent Phase 4 pricing submitted to KCAD in September 2021 and subsequently revised July 28, 2022. Specifically, per direction from KCAD, this revised proposal includes 20 hours per day of ramp control operations (increased from 19 hours) and increase in liability insurance coverage from \$50 million to \$100 million. In the initial staffing plan for 19 hours at Kansas City, the staffing plan assumed two, 10-hour shifts with a one hour overlap for position debriefs and changeovers. With the 20-hour opening period this is no longer possible. The new staffing plan provides additional staffing to bridge the gap and ensure a proper changeover between the morning and afternoon shifts.

Please see the table below for a breakdown of the Operations pricing for Year 1. Subsequent years assume an annual escalation of approximately 3.11%.

Description	Hours	Year 1 Rate	Year 1 Total	Year 2 Rate	Year 2 Total	Year 3 Rate	Year 3 Total	Year 4 Rate	Year 4 Total	Year 5 Rate	Year 5 Total
Ramp Controller Manager	2,080	\$90.62	\$188,485	\$93.44	\$194,348	\$96.34	\$200,393	\$99.34	\$206,626	\$102.43	\$213,052
Ramp Controller	16,692	\$69.32	\$1,157,089	\$71.48	\$1,193,075	\$73.70	\$1,230,180	\$75.99	\$1,268,438	\$78.35	\$1,307,888
Overtime	500	\$107.97	\$53,983	\$111.32	\$55,662	\$114.79	\$57,393	\$118.36	\$59,179	\$122.04	\$61,019
Aviation Liability Insurance (Estimate) (\$100 million coverage)		\$126,161	\$126,161	\$130,085	\$130,085	\$134,130	\$134,130	\$138,301	\$138,301	\$142,603	\$142,603
Total Ramp Operations Cost Per Year			\$1,525,719		\$1,573,170		\$1,622,096		\$1,672,544		\$1,724,562

2.2 Maintenance and Aerobahn Cost Breakdown

Please see the table below for a breakdown of the Maintenance & Support pricing for Years 1-5.

This table has been updated to include costs for dedicated, redundant VPN by way of commercial ISP. This requirement for commercial ISP was communicated to Saab after the start of the Phase 1-3 start and was not previously included in our costs as it was not anticipated. Pricing to purchase individual spares in addition to those included with the system can be provided if needed.

Maintenance and Support - 5 years	Year 1	Year 2	Year 3	Year 4	Year 5	Total Price
Maintenance & Support, includes hardware replacement/repair and support, preventative & corrective maintenance	\$ 32,960	\$ 37,569	\$ 42,480	\$ 49,031	\$ 54,584	\$ 216,624
Aerobahn & Program Support (includes Aerobahn licensing and hosting for 5 seats, Aerobahn user support, customer service support)	\$ 156,000	\$ 156,000	\$ 156,000	\$ 156,000	\$ 156,000	\$ 780,000
Commercial redundant VPN connections for Aerobahn, applicable integrations, and remote VRCS system monitoring by way of commercial ISP (AT&T and Verizon)	\$9,755	\$8,104	\$8,604	\$9,104	\$9,604	\$ 45,171
Total Maintenance & Support Cost	\$198,715	\$201,673	\$207,084	\$214,135	\$220,188	\$1,041,795

2.3 Aerobahn Integration with Maximo

Please see the table below for a breakdown of the costs to integrate Aerobahn with the KCAD Maximo application. This integration assumes the following:

- Maximo Interface is REST API and does not require a license or license cost to allow Saab to develop the interface
- Saab assumes that KCAD has pre-defined list of data and events that are required for the interface.
- There is no scope included for requirements workshops or formal design reviews

Aerobahn Integration with Maximo	Price
Aerobahn Integration with Maximo, includes design & requirements confirmation, software implementation, integration, and test	\$ 71,000

2.4 Price Summary

Phase 4 - Operations and Maintenance					
Item No.	Unit	Quantity	Item Description	Unit Price	Extension
1	LS	1	5-Year Ramp Tower Service	\$ 8,118,090	\$ 8,118,090
2	LS	1	5-Year Maintenance and Support	\$ 1,041,795	\$ 1,041,795
3	LS	1	Aerobahn integration with Maximo	\$ 71,000	\$ 71,000
Total Phase 4					\$ 9,230,885

