STANDARD CITY CONTRACT

Ordinance 260901

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

CONTRACT NO.: EV4160

TITLE/DESCRIPTION: Aviation Worker Screening

THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY"), and VMD Systems Integrators, LLC "CONTRACTOR").

Sec. 1. The Contract. The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

(a) this Contract;

(b) CITY's RFP No. EV4160 that is incorporated into this Contract by reference;

(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: Scope of Services
Attachment B: Pricing
Attachment C Part II Airport Required Terms and Conditions
Attachment D: Contract Escalation Contacts

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

(a) Initial Term. The initial term of this Contract shall begin on September , 2026, and shall end on September , 2029. The Manager of Procurement Services is authorized to enter 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 one (1) additional three (3) 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) CONTRACTOR shall bill the City, in a form acceptable to the City, on the following basis: monthly, one time; other (select when the Contractor will bill the City and delete all others).

(b) CITY shall order all services to be provided by CONTRACTOR under this Contract by means of a Purchase Order issued by the CITY's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. CITY shall not have any financial obligations to CONTRACTOR under this Contract until the CITY issues a Purchase Order to CONTRACTOR. CONTRACTOR shall not provide any services in excess of the dollar amount contained in any Purchase Order and CONTRACTOR shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from CITY.

Sec. 4. Effective Date of Contract.

(a) Notwithstanding Section 2 of this Contract, neither party has any obligation under this Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.

(b) The date of the first Purchase Order issued by the CITY is the effective date of this Contract.

(c) The date of the first Purchase Order issued by the CITY after the CITY renews this Contract shall be the effective date of the renewal term or transition term.

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.

(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 Department. 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 Human Relations, 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.

(c) The books, documents and records of CONTRACTOR in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract within ten (10) days after the written request is made.

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 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.

(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 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. 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. 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 Kansas City, Missouri
Procurement Services Division
414 East 12th Street, 1st Floor, Room 102 W
Kansas City, Missouri 64106
Ps-purchasing@kcmo.org

With copies to: Matthew J. Gigliotti, Esq.
City Attorney
Law Department of Kansas City, Missouri
414 East 12th Street, 23rd Floor
Kansas City, Missouri 64106
Telephone: (816) 513-3153

If to the CONTRACTOR: VMD Systems Integrators, LLC
Sabrina Brown-Diallo, Contracts Director
8405 Greensboro Drive Suite 500
McLean, VA 22102
Sbrown-diallo@vmdcorp.com
Telephone: (571) 612- 2431

Sec. 18. 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. 19. 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. 20. 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. 21. 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 arms 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 Manager of Procurement Services 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 Manager of Procurement shall be final and conclusive if the Manager of Procurement Services 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. 22. 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. 23. Guaranteed Lowest Pricing. CONTRACTOR certifies that this Contract contains CONTRACTOR's lowest and best pricing for all services supplied by CONTRACTOR to any government, governmental entity, political subdivision, city, state, school district or any other public entity in the United States as of the date of this Contract.

Sec. 24. 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. 25. 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. 26. 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. 27. Minority and Women's Business Enterprises. RESERVED

Sec. 28. 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. 29. 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) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.

(f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.

(g) 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. 30. 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. 31. Time of Delivery. Delivery is required to be made in accordance with the schedule shown in the solicitation and purchase order.

Sec. 32. 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, he 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. 33. 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. 34. 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. 35. 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. 36. 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. 37. Discounts.

A. Prompt payment discounts offered for payment within less than twenty (20) calendar days will not be considered in evaluating proposals for award, unless otherwise specified in the solicitation. However, offered discounts of less than twenty (20) days will be taken if payment is made within the discount period, even though not considered in the evaluation of proposals.

B. In connection with any discount offered, time will be computed from date of delivery of the supplies to the carrier when acceptance is at the point of origin, or from date of delivery at destination when delivery and acceptance is at destination, or from the date the correct invoice or voucher is received in the office specified by the CITY, if the latter is later than the date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the CITY check.

C. Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the CITY reserves the right to accept the discount offered and adjust prices accordingly on the purchase order.

Sec. 38. 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. 39. 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. 40. 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. 41. Late Shipments. Supplier or CONTRACTOR is responsible for notifying 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. 42. 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. 43. 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. 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 Manager of Procurement Services 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. 44. 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.

Sec. 45. 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.

Sec. 46. 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).

Sec. 47. 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 pursuant to the Quality Services Assurance Act.

Sec. 48. 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. 49. 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.

(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.

Sec. 50. 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.

Sec. 51. 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.

CONTRACTOR

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

Contractor: _____

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM

_____

Assistant City Attorney (Date)

KANSAS CITY, MISSOURI

By: _____

Title: _____

Date: _____

ATTACHMENT A: SCOPE OF WORK

A. Staffing Requirements

1. All screening personnel must:
   - Hold a valid SIDA badge issued by MCI.
   - Be free of TSA-disqualifying criminal convictions for a minimum of 10 years.
2. Contractor staff must complete initial training provided by the Airport prior to screening duties. Recurrent training must be completed annually. Training records must be retained for at least 12 months post-assignment.
3. Two Aviation Worker screening checkpoints will be staffed 24 hours daily, unless one checkpoint needs to be temporarily shut down due to screening equipment failure until repairs can be made. Three personnel will be scheduled for each checkpoint. A supervisor will always be onsite and may be included as one of the personnel performing screening. The staffing at these checkpoints may be reduced to two personnel to conduct random screening at other access points is being performed, but two personnel must always be present.
4. As required by TSA NA 23-02, a minimum of 29 hours of additional screening per week is required at seven random entry points from 5 am until midnight with teams of at least two personnel. This screening will be conducted based on a TSA and airport approved schedule that is generated each week. This two-person team will be comprised of the one employee from each screening checkpoint.
5. At least one onsite supervisor will be present while screening is conducted. Absence of supervisor may result in a $500-per-shift penalty.
6. Additional employees may be required when needed to secure access points or provide additional security related services as requested at the hourly rate set forth in the contract. This will be on an as-needed basis.

B. Equipment Provision and Use

The contractor must provide all necessary equipment for manual and technological screening for the two screening locations. Proposals must specify the equipment models from the approved TSA-NA-23-02 list. Contractor reserves the right to validate equipment procurement strategy with Kansas City Aviation Department prior to completing acquisition. In the event Kansas City Aviation Department determines the need for different technology than what was originally proposed, Contract will provide an updated pricing quote. Contractor will be responsible for all maintenance and calibration of equipment utilized. Screening equipment purchased by the contractor regarding this contract will become the property of the Kansas City Aviation Department after the MCI Aviation Worker Screening contracts final period of performance expiration.

Two Walkthrough Screening System (choose one):

- **Liberty Defense – HEXWAVE**
- Leidos – SafeView Advance Imaging
- Rohde and Schwarz – QPS Walk2000

- Two X-Ray System (choose one):
    - Smith Detection – Hi-Scan 6040-2is
    - **Smith Detection – Hi-Scan 6040c**
    - Leidos – PX640a DV
- Two Explosive Trace Detection (choose one):
    - **Smith Detection – Ionscan 6000**
    - Leidos – B220 HT
    - Leidos – H150E

Additional Equipment Requirements:
- Two padded, adjustable-height stools for screeners at each screening location
- All office materials necessary for screening administration and data logging
- Hand wands for AWS checkpoints and access point screening
- Wheeled carts (2) for Access Point screening with a secure box for confiscated items

Contractor staff must be trained in the use of all equipment and related procedures with documentation made available on request.

C. Screening Procedures
- Conduct random screening of aviation workers at access portals designated by the Airport which is covered in Attachment 3 of the MCI ASP.
- Screen individuals, outer garments, and carry-on property.
- Notify the Airport Communication Center (ACC) immediately in cases of refusal to screen or discovery of prohibited items.
- Secure any discovered prohibited items until collected by Airport Police.

3. DATA REPORTING
The contractor must collect and submit the following weekly:
- Total number of aviation workers screened
- Incident reports involving unauthorized items
- Completed randomized schedule log forms

All data must be accurate, timely, and readily available for audit by the Airport or TSA.

4. UNIFORM AND APPEARANCE STANDARDS
- All personnel must wear uniforms approved by the Airport, including shirt, pants, belt, jacket/coat, company insignia, and name tag.
- Uniforms must be professional, durable, and climate appropriate.

5. OTHER RESPONSIBILITIES

- Ensure compliance with the Airport Security Program (ASP), including CHRC and STA for all personnel.
- Meet all City insurance requirements and provide additional coverage for personnel protection as necessary.
- Provide personal protective equipment (PPE) to staff as needed, at contractor's expense.
- Comply with all federal regulations applicable to airport operations and screening.

6. AIRPORT SUPPORT AND PROVIDED ITEMS

- Training as outlined in the ASP (excluding proprietary equipment use)
- Airport access after badging
- Contact with Airport oversight personnel
- Law enforcement support
- List of screening access points

7. CONTRACT TERM

Start Date: Effective upon execution of contract
Term Length: 3 years
Workdays: Daily, in alignment with air carrier operations and approved randomization schedule

8. COMPENSATION

- Hourly rate-based contract
- Monthly payments based on submitted detailed progress reports
- All costs, including labor, equipment, training, and administration, must be included in the pricing
- No additional compensation unless explicitly authorized through contract amendment

ATTACHMENT B: PRICING

Services	BY Cost	OY1 Cost	OY2 Cost	OY3 Cost	OY4 Cost	OY5 Cost	Total Cost
Total Labor Cost	$1,978,860.00	$2,028,391.20	$2,079,175.20	$2,131,106.40	$2,184,309.60	$2,238,784.80	**$12,640,627.20**

Equipment Model	BY Equipment Cost	OY1 Equipment Cost	OY2 Equipment Cost	OY3 Equipment Cost	OY4 Equipment Cost	OY5 Equipment Cost	Total Equipment Cost
HEXWAVE	$97,836.13	$97,836.13	$97,836.13	$97,836.13	$97,836.13	$97,836.13	$587,016.77
HI-SCAN 6040C	$21,972.07	$21,972.07	$21,972.07	$21,972.07	$21,972.07	$21,972.07	$131,832.41
Ionscan 600	$21,516.01	$21,516.01	$21,516.01	$21,516.01	$21,516.01	$21,516.01	$129,096.04
Total Equipment Cost	**$141,324.20**	**$141,324.20**	**$141,324.20**	**$141,324.20**	**$141,324.20**	**$141,324.20**	**$847,945.22**

PoP	Cost
BY	$2,120,184
OY1	$2,169,715
OY2	$2,220,499
OY3	$2,272,431
OY4	$2,325,634
OY5	$2,380,109
Total	**$13,488,572**

Contractor is providing the following LCATs and corresponding hourly rates in the event Kansas City Aviation Department may need additional support outside of the original quote. In the event new scope is required, KCAD will provide an amended statement of work from which Contractor will propose a Time and Materials structured quote based on the following LCATs and rates.

Position	BY Bill Rate	OY1 Bill Rate	OY2 Bill Rate	OY3 Bill Rate	OY4 Bill Rate	OY5 Bill Rate
Project Manager	$ 76.60	$ 78.52	$ 80.48	$ 82.49	$ 84.55	$ 86.66
Site Supervisor	$ 41.60	$ 42.64	$ 43.71	$ 44.80	$ 45.92	$ 47.07
Security Guard	$ 32.75	$ 33.57	$ 34.41	$ 35.27	$ 36.15	$ 37.05

ATTACHMENT C: SECTION III

AIRPORT REQUIRED TERMS AND CONDITIONS

SECTION 1. GENERAL REQUIREMENTS.

Terms and conditions established in this Airport Required Terms and Conditions shall apply regardless of more permissive language in any other section of this contract.

Changes in contract performance or source of funding may result in the application of additional provisions.

The term Lessee for purposes of this Part III shall include parties granted property based rights under Part I and II of this agreement. Lessee for purposes of Part III shall include Licensees and Permittees, however, the same shall not be afforded Lease rights and privileges unless granted such in Part I and II. Lessee performing construction or other work requiring AIP compliance shall be referred to as "Contractor" herein.

Conforming Terms. Notwithstanding the use of the terms “Lease,” “Lessee,” and “Lessor” in this Part III and in the Required City of Kansas City, Missouri Contract Terms and Conditions, this Agreement is a contract for services and does not grant KOVA any leasehold, license, permit, or other property interest at the Airport. For purposes of this Part III, “Lessee” and “Contractor” mean KOVA and “Lease” means this Agreement. For purposes of the Required City of Kansas City, Missouri Contract Terms and Conditions, “Lessor” means KOVA and “Lessee” means the City.

SECTION 2. COMPLIANCE WITH APPLICABLE LAW. By executing this Lease, the Lessee affirms that the Lessee and its team members and employees shall comply with all federal, state and local laws, including ordinances and regulations, applicable to the Lease. Lessee shall secure all occupational and professional licenses and permits from public and private sources necessary for the fulfillment of its obligations under this Contract.

SECTION 3. DUTIES AND OBLIGATIONS NOT LIMITED. The duties and obligations imposed by this Lease and the rights and remedies available thereunder are in additional to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

SECTION 4. SCOPE OF WORK LIMITED. This Lease is strictly limited to the scope outlined herein. The scope cannot be altered except by written amendment or change order incorporating additional provisions. Altering the scope to include services funded through Airport Improvement Funds or other federal sources may require additional contractual provisions and obligations and void this contract and any obligations of the City to pay for services pursuant to the terms of this agreement, including City’s obligation to pay for services, if any. Notwithstanding the foregoing, the City shall remain obligated to pay for services satisfactorily performed prior to the date of any such voiding.

SECTION 5. ACCESS TO RECORDS. The Lessee must maintain an acceptable cost accounting system. The Lessee 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 Lessee which are directly pertinent to the specific contract for the purpose of making audit,

examination, excerpts and transcriptions. The Lessee agrees to maintain all books, records and reports required under this contract for a period of five (5) years after final payment is made and all pending matters are closed, which period shall also satisfy the records retention requirement of the Required City of Kansas City, Missouri Contract Terms and Conditions.

SECTION 6. GENERAL CIVIL RIGHTS PROVISIONS. In all its activities within the scope of its airport program, the
Lessee 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, creed, sex, 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.

If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. The above provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration.

SECTION 7. CIVIL RIGHTS – TITLE VI ASSURANCE

A. TITLE VI Solicitation Notice

The City of Kansas City, Missouri ("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), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Lease, the Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as
the "Lessee") agrees to comply with and agrees that performance under the agreement shall be governed by and in compliance with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 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) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federalaid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 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 .U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 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 sub-recipients 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 U.S.C. § 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;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq). **C. Compliance with Nondiscrimination requirements.**

During the performance of this Lease, the Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Lessee") agrees as follows:

1. **Compliance with Regulations:** The Lessee (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. **Nondiscrimination:** The Lessee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Lessee 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, including amendments thereto.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Lessee 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 Lessee of the Lessee's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Lessee 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 Lessee is in the exclusive possession of another who fails or refuses to furnish the information, the Lessee 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 Lessee'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 Lessee under the contract until the Lessee complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Lessee 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 Lessee 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 Lessee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Lessee may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.

Limited English Proficiency. 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.

SECTION 8. RIGHT TO AMEND. In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Lease as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, the Lessee 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.

SECTION 9. ADDITIONAL FEDERAL REQUIREMENTS. This Lease shall be subordinate to and subject to change required by any applicable law, grant, compliance guidance, legal notifications, clause or condition interpretation, or 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 Lease 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.

Lessee 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 Lessee, 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 Lessee.

Lessee, 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 Lessee.

Lessee acknowledges that nothing contained in this Contract shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC § 40103(e).

SECTION 10. TITLE VI CLAUSES FOR CONSTRUCTION, USE, AND ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM– License, Permits, Concession on Property Improved Under AIP. Reserved.

ATTACHMENT D: CONTRACT ESCALATION CONTACTS

This attachment establishes the operational, service/technical and contractual escalation contacts for the CONTRACTOR and the CITY.

CONTRACTOR'S day-to-day point of contact for operational related issues is:
Supplier **VMD Systems Integrators, LLC**
Supplier **Chaynae Ellis**
Supplier Email **cellis@xceleratesolutions.com**
Supplier Phone Number **1-816-572-3567**

CONTRACTOR'S day-to-day point of contact for service/technical related issues is:
Supplier **VMD Systems Integrators, LLC**
Supplier **Jason Ieracitano**
Supplier **Jieracitano@xceleratesolutions.com**
Supplier **1-585-802-2084**

CONTRACTOR'S day-to-day point of contact for contract related issues is:
Supplier **VMD Systems Integrators, LLC**
Supplier **Sabrina Brown-Diallo**
Supplier **sbrown-diallo@vmdcorp.com**
Supplier **571-612-2431**

CITY'S day-to-day point of contact for operational related issues is:
City Company Name: KCAD
City Contact Name: Grant Ruark
City Email: Grant.Ruark@kcmo.org
City Phone Number: (816) 243-2313

CITY'S day-to-day point of contact for service/technical related issues is:
City Company Name: KCAD
City Contact Name: Adam Freeman
City Email: Adam.Freeman@kcmo.org
City Phone Number: (816) 243-3180

CITY'S day-to-day point of contact for contract related issues is:
Procurement Name
Procurement Title, Procurement Services Division
City Email
City Phone Number