



AFFIRMATIVE ACTION (M/WBE) POLICY
CHAPTER 68 BOND FINANCED SALE-LEASEBACK
PROJECTS

I. Port KC's M/WBE Program.

- A. Port KC has adopted a Minority/Women Business Enterprise ("M/WBE") program to implement the Port KC's policy of supporting the fullest possible participation of firms owned and controlled by minorities and women in Chapter 68 Bond Financed Sale-Leaseback Projects ("Bond Projects")

All Bond Projects (or if a phased Bond Project, each Phase thereof) shall be subject to the following M/WBE goals, unless other M/WBE goals have been expressly included in the agreements governing the Bond Project or the M/WBE goals are otherwise waived, in whole or in part, pursuant to this policy:

MBE - 14.7%

WBE - 14.4%

The goals are expressed as a percentage of the total expenditure for professional services, construction and the equipping of a Bond Project (or if a phased Bond Project, each Phase thereof). By way of example only, if a total of \$20,000,000 is expended on a given Phase of a Bond Project, and the goals have not otherwise been modified or waived, in whole or in part, the minimum anticipated expenditures with M/WBEs for the given Phase would be as follows: MBE (\$2,940,000); WBE (\$2,880,000).

- B. The following terms shall be defined as follows for purposes of the M/WBE Program:

Commercially Useful Function: Real and actual services that are a distinct and verifiable element of the contracted work based upon private sector trade or industry standards. Determination that an M/WBE performs a commercially useful function will be made based on the following considerations:

- a. An MBE or WBE performs a commercially useful function when it is responsible for execution of the ordinary and necessary work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE or WBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining the quality and quantity, ordering the material, installing (where applicable) and paying for the material itself. To determine whether an MBE or WBE is performing a commercially useful function, one must evaluate the following:

1. The amount of work subcontracted; and
 2. Industry practices; and
 3. Whether the amount the enterprise is to be paid under the contract is commensurate with the work it is actually performing; and
 4. Whether the MBE or WBE has the skill and expertise to perform work for which it is being utilized; and
 5. The credit claimed for its performance of the work; and
 6. Other relevant factors.
- b. An MBE or WBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of MBE or WBE participation. In determining whether an MBE or WBE is such an extra participant, one must examine similar transactions, particularly those in which MBEs or WBEs do not participate.
- c. An MBE or WBE firm is not performing a commercially useful function if the MBE or WBE subcontracts a greater portion of the work on a contract or purchases a greater amount of material than would be expected on the basis of normal industry practice for the type of work involved.
- d. Whether the MBE or WBE is participating in the contract as a middle person or broker in the normal course of that business or trade by purchasing the goods and/or services from another business, thereby qualifying expenditures for such goods and/or services to be counted toward utilization requirements for MBEs and WBEs.
- e. Whether the MBE or WBE is responsible for the purchase and quality of, and payment for, materials used to perform its work under the contract.

There shall be a rebuttable presumption that, when the MBE or WBE subcontracts a greater portion of the contract work than normal industry practice, the MBE or WBE is not performing a commercially useful function.

Disadvantaged Business Enterprise (DBE): A business concern that meets the federal requirements for certification as a DBE.

Good Faith Waiver: A waiver that is granted by Port KC based upon a showing by a Developer that despite undertaking in good faith the actions outlined in this Policy, the Developer may be unable to achieve the M/WBE Goal.

Minority: A person who is a citizen or lawful permanent resident of the United States and who is:

- a. African American, a person whose origins are in any of the Black racial groups of Africa, and who has historically and consistently identified himself or herself as being such a person; or
- b. Hispanic American and/or Latino American, a person whose origins are in Mexico, Central or South America, or any of the Spanish speaking islands of the Caribbean, (for example Cuba and Puerto Rico) regardless of race, and who has historically and consistently identified himself or herself as being such a person; or
- c. Asian and/or Pacific Islander American, a person whose origins are in any of the original peoples of the Far East, Southeast Asia, the islands of the Pacific or the Northern Marianas, or the Indian Subcontinent, and who has historically and consistently identified himself or herself as being such a person; or
- d. Native American, a person having origins in any of the original peoples of North America, and who maintains tribal affiliation or demonstrates at least one-quarter descent from such groups, and who has historically and consistently identified himself or herself as being such a person.

Minority Business Enterprise (MBE): A for-profit small business concern that:

- a. Is at least 51 percent owned, managed, and independently controlled by one or more minorities; and
- b. Performs a commercially useful function; and
- c. Has been certified by the City of Kansas City, Missouri's Human Relations Department, another state or a political subdivision thereof, or by a reputable chamber or organization whose mission includes the promotion of minority owned business interests, as provided by this policy.

M/WBE Goal: A numerical objective stated as a percentage of contract dollars for participation by MBEs, WBEs or DBEs in providing professional services, construction and the equipping of a Bond Project.

Woman: A person who is a citizen or lawful permanent resident of the United States and who is a female.

Women's business enterprise (WBE): A for-profit small business concern that:

- a. Is at least 51 percent owned, managed , and independently controlled by one or more women; and
- b. Performs a commercially useful function; and

- c. Has been certified by the City of Kansas City, Missouri's Human Relations Department, another state or a political subdivision thereof, or by a reputable chamber or organization whose mission includes the promotion of minority owned business interests, as provided by this policy.

II. Selection of M/WBEs.

- A. The selection of M/WBEs working on the Bond Project (or if a phased Bond Project, each Phase thereof) shall be subject to Developer's sole discretion, but shall be drawn from the following sources only:
 - i. Those M/WBE entities listed in the Certified Directory maintained by the City of Kansas City, Missouri's Human Relations Department at <https://kcmohrd.mwdbe.com/>
 - ii. Those M/WBE entities listed in the Certified M/WBE Vendors Directory maintained by the Missouri Office of Equal Opportunity at https://oeo.mo.gov/oeo_certifications/
 - iii. Those M/WBE entities certified as such by another state or a political subdivision thereof.
 - iv. Those M/WBEs (or their substantive equivalent) as so certified by any reputable chamber or organization whose mission includes the promotion of minority and women owned business interests.

In the event that M/WBE entities cannot be obtained in an amount sufficient to achieve the M/WBE goals, entities certified as DBEs may be credited towards the M/WBE goals if drawn from the following sources:

- v. Those DBE entities listed in the Certified Directory maintained by the City of Kansas City, Missouri's Human Relations Department at <https://kcmohrd.mwdbe.com/>
- vi. Those DBE entities listed in the Missouri Regional Certification DBE Directory maintained by the Missouri Department of Transportation at <https://www6.modot.mo.gov/MRCC/Home/PublicSearch>
- vii. Those DBE entities certified as such by another State or a political subdivision thereof.

Any DBE so utilized shall be classified for purposes of M/WBE credit as an MBE or WBE consistent with the status of the person or persons having managerial control of the DBE.

Port KC strongly encourages Developer to utilize M/WBE firms certified as such by the City of Kansas City, Missouri's Human Relations Department (subparagraph i above) or the Missouri Office of Equal Opportunity (subparagraph ii above) before

drawing from any other source. Those firms listed on such directories will be accepted by Port KC without further inquiry. Port KC reserves the right to require that Developer reasonably establish the basis for its determination that any other entity selected from any other source should be regarded as an M/WBE for purposes of this policy. Developer has sole and absolute direction in determining which scopes of work to award to MWBEs and may implement its M/WBE participation through professional services, construction, equipping of a Bond Project (or if a phased Bond Project, each Phase thereof), or any combination of the foregoing.

III. Required Submission Prior to Implementation.

- A. At the time the Bond Project (or if a phased Bond Project, each Phase thereof) is designed and prepared for implementation, Developer will provide Port KC with a proposed Contractor Utilization Plan/Request for Waiver. Developer must electronically submit the following document to compliance@portkc.com :

Contractor Utilization Plan/Request for Waiver (attached hereto). This form states Developer's plan to use M/WBEs in the performance of the Bond Project (or if a phased Bond Project, the applicable Phase thereof). An automatic request for waiver shall be considered by Port KC if Developer's Proposed Participation is less than the established M/WBE goals, and Developer has established to the reasonable satisfaction of Port KC's President & CEO that it made a Good Faith Effort to obtain M/WBE participation but was unable to achieve the M/WBE goals. In the event Developer, after approval of the Contractor Utilization Plan/Request for Waiver, needs or wishes to substitute any M/WBE previously included on such submittal and such change would result in the percentages of participation as previously approved by Port KC, it shall submit a revised Contractor Utilization Plan/Request for Waiver.

Unless otherwise approved by Port KC, in writing, there shall be a single Contractor Utilization Plan/Request for Waiver submitted for the entirety of the Bond Project (or if a phased Bond Project, each Phase thereof). Multiple Contractor Utilization Plan/Request for Waiver submittals will be approved by Port KC only under extenuating circumstances, as determined by Port KC.

NOTE: Submission of the Contractor Utilization Plan/Request for Waiver at least two (2) weeks prior to Bond issuance is strongly encouraged as (i) Bond issuance will not increase the likelihood that a waiver will be approved, in whole or in part, and (ii) liquidated damages for a failure to meet or exceed the approval goals may be increased under circumstances in which the Contractor Utilization Plan/Request for Waiver is submitted less than two (2) weeks prior to Bond issuance.

IV. Required Monthly Submissions.

- A. Developer must electronically submit the following document to compliance@portkc.com by the tenth calendar day of each calendar month, commencing as of the calendar month immediately following the date of bond issuance and continuing each and every calendar month thereafter until such time as the Bond Project (or if a phased Bond Project, the applicable Phase thereof) has been fully completed as evidenced by Developer's submission of the Certificate of Completion:

M/WBE Monthly Utilization Report (attached hereto). This form identifies the M/WBEs utilized and the amounts paid to each throughout the construction of the Bond Project (or if a phased Bond Project, the applicable Phase thereof).

V. Required Final Submissions.

- A. Developer must electronically submit the following document to compliance@portkc.com at such time as the Bond Project (or if a phased Bond Project, the applicable Phase thereof) has been fully completed, as evidenced by Developer's submission of the Certificate of Completion, for each and every contractor, subcontractor, material supplier, supply broker or supply manufacturer providing goods and/or services and listed on any M/WBE Monthly Utilization Report.

Affidavit of Final Payment (attached hereto). This form serves to confirm that the M/WBEs utilized and the amounts paid to each throughout the construction of the Bond Project (or if a phased Bond Project, the applicable Phase thereof) have been accurately reported by Developer.

VI. M/WBE Participation Credit.

- A. The following shall be credited towards achieving the M/WBE goals:
1. One hundred percent (100%) of the dollar amount paid to a general contractor or a subcontractor that is a qualified M/WBE, except as otherwise expressly provided for herein.
 2. Sixty percent (60%) of the total dollar amount paid to obtain supplies or goods from a supplier who is a qualified M/WBE
 3. Ten percent (10%) of the total dollar amount paid to obtain supplies or goods from a supply broker who is a qualified M/WBE.
 4. One hundred percent (100%) of the total dollar amount paid to a manufacturer of construction supplies who is a qualified M/WBE.

NO CREDIT, however, will be given for the following:

1. The dollar amount paid to an M/WBE that does not perform a Commercially Useful Function; and
2. The dollar amount that a M/WBE subcontracts to any contractor not a qualified M/WBE; and
3. Materials and supplies used on the project unless the M/WBE is responsible for negotiating the price, determining quality and quantity, ordering the materials and installing (where applicable) and paying for itself; and
4. Work performed by an M/WBE in a scope of work other than that in which the M/WBE is certified.

VII. Methods for Securing Participation of M/WBEs and Good Faith Efforts.

- A. In the event Developer does not meet M/WBE goals, the efforts taken by Developer will be evaluated to determine whether Good Faith Efforts were

made to secure participation. Good Faith Efforts are efforts that, given all relevant circumstances, a Developer actively and aggressively demonstrates in attempting to meet the M/WBE goals.

B. Evaluating Good Faith Efforts. In evaluating good faith efforts, Port KC will consider whether Developer has performed, or caused to be performed, the following, along with any other relevant factors:

1. **Advertisement.** Advertised opportunities to participate in the contract in general circulation media, trade and professional association publications, small and minority business media, or publications of minority and women's business organizations at least fifteen (15) calendar days prior to any bid or proposal due date. For purposes of this paragraph, advertisements posted in not less than three (3) of the "News and Print Publications" listed on the attachment to this policy shall be deemed sufficient.

2. **Notice.** Provided notice to minority and women's business organizations of specific opportunities to participate in the project at least fifteen (15) calendar days prior to any bid or proposal due date. For purposes of this paragraph, notice provided to not less than eighty percent (80%) of the "Chambers of Commerce," "Contractor Associations" and "Assistance Centers" listed on the attachment to this policy shall be deemed sufficient.

3. Direct Contact.

a. Sent written notices, by certified mail, e-mail or facsimile, to not less than eighty percent (80%) of the M/WBE's listed in the Certified Directory maintained by the City of Kansas City, Missouri's Human Relations Department at least fifteen (15) calendar days prior to any bid or proposal due date.

b. Attempted to identify portions of the work for qualified M/WBE participation in order to increase the likelihood of meeting the goals, including breaking down the scope(s) of work into economically feasible units where reasonably practical.

4. **Contact with PORT KC.** Requested assistance in achieving the M/WBE goals from Port KC's President & CEO and acted on the President & CEO's recommendations, if any.

5. **Conference.** Conferred with qualified M/WBEs and explained the scope and requirements of the work for which their bids or proposals were solicited.

6. **Negotiations.** Attempted to negotiate in good faith with qualified M/WBEs to perform specific scopes of the Bond Project, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities.

Written notices and advertisements to be provided pursuant to (1), (2) and (3) above shall include the following information:

- (a) The bid or proposal due date;
- (b) The name of the project;
- (c) The address or general location of the project;

- (d) The location of plans and specifications for viewing;
- (e) Contact information of the Developer (or general contractor, as applicable);
- (f) A general description of the scopes of work that are the subject of the solicitation;
- (g) The date and time of any pre-bid meeting(s), if any, which have been scheduled by the bidder, proposer, contractor or developer as of the bid solicitation; and
- (h) Any other information deemed relevant by the Developer, (or general contractor, as applicable).

VIII. Access to Documents and Records

- A. Developer agrees to permit the Port KC's duly authorized agents or employees access at all reasonable times to the applicable books and business records of Developer as may be necessary for the limited purposes of ascertaining compliance with the requirements of this policy. Developer shall require its General Contractor to likewise make its applicable books and records available to the same extent as is applicable to Developer.

IX. Remedies; Liquidated Damages

- A. Without limiting any other remedy available to Port KC under the Transaction Documents (as such term is defined within the Agreement to which this policy is attached), the failure to fully, accurately and timely complete and submit the M/WBE Monthly Utilization Reports will result in Port KC sustaining damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate those damages, commencing as of twentieth calendar day of each month in which said report is due, Port KC shall be entitled to impose upon and collect from Developer the sum of One Hundred Dollars (\$100.00) for each full or partial weekday (Monday through Friday) said report remains overdue. Furthermore, and notwithstanding anything to the contrary in the Incentives Compliance Agreement or any exhibit thereto, in the event any report required by this policy remains overdue for a period in excess of ninety (90) calendar days, Port KC may elect, in its sole discretion, to rescind, in whole or in part, any real and/or personal ad valorem property tax exemptions otherwise granted to Developer under the terms of the Transaction Documents for the calendar year in which the applicable report was due, and the Developer shall be obligated to pay an amount equaling up to one hundred percent (100%) of the real and/or personal ad valorem property taxes that would have otherwise been due but for Port KC's ownership.
- B. If Developer fails to achieve the M/WBE goals as ultimately established in the Contractor Utilization Plan/Request for Waiver approved by Port KC, Port KC will sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate those damages, the following will be due from Developer as liquidated damages:

In the event the Contractor Utilization Plan/Request for Waiver was submitted at least two (2) weeks prior to Bond issuance, then fifteen percent (15%) of the monetary difference between the amount of the M/WBE goals as

ultimately established in the Contractor Utilization Plan/Request for Waiver and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function; or

In the event the Contractor Utilization Plan/Request for Waiver was submitted less than two (2) weeks prior to Bond issuance, then thirty percent (30%) of the monetary difference between the amount of the M/WBE goals as ultimately established in the Contractor Utilization Plan/Request for Waiver and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function

Liquidated damages are separately calculated, *e.g.*, excess MBE participation will not offset any shortfall in WBE participation, and vice versa.

In the event Developer has failed to submit its M/WBE Monthly Utilization Reports as required by this policy for one or more given months, Port KC shall be entitled to assume that there were no amounts paid to qualified MBEs and WBEs during said months. In the event Developer has failed without good cause to submit the Affidavit(s) of Final Payment as required by this policy for one or more M/WBEs listed on an M/WBE Monthly Utilization Reports, Port KC shall be entitled to assume that there were no amounts paid to such MBEs and WBEs. The determination as to whether the M/WBE goals as ultimately established in the Contractor Utilization Plan/Request for Waiver have been met, and the calculation of liquidated damages, if any, to be imposed pursuant to this paragraph B shall occur at such time as the construction shall be completed as evidenced by the submission of the Certificate of Completion; provided, however, if the Bond Project is being completed on a phased basis, such matters shall be determined and calculated on a phased basis at such time as the Completion of Construction with respect to each applicable Phase shall be achieved. Notwithstanding the foregoing, liquidated damages will not be imposed when, for reasons beyond the control of Developer, the M/WBE goals as ultimately established in the Contractor Utilization Plan/Request for Waiver are not met and Developer otherwise establishes its Good Faith Efforts to the reasonable satisfaction of Port KC's President & CEO.

- C. Liquidated damages may be collected by Port KC in the form of an additive to the Additional Rent required pursuant to the terms of the Lease Agreement, or in such other manner as may be permitted by the express terms of the Transaction Documents. While the failure to achieve the M/WBE goals as ultimately established in the Contractor Utilization Plan/Request for Waiver will not be regarded as an event of default under any of the Transaction Documents or result in the termination of the Lease Agreement or Indenture or otherwise result in a suspension or forfeiture of any tax exemption granted thereunder (except as otherwise expressly provided in paragraph A of this Section IX), the failure to remit any liquidated damages shall be regarded as an event of default and may, to the extent authorized by the Transaction Documents, give rise to such termination, suspension or forfeiture.
- D. Liquidated damages collected, if any, shall be applied to reimburse costs incurred by Port KC in administering compliance with this policy, with the balance being used to support efforts designed to promote the growth of minority and women owned businesses.

X. Performance by Third Party

While the obligation to comply with this policy and liability hereunder shall reside at all times with Developer, Developer may elect to contractually require that its general contractor for the Bond Project (or if a phased Bond Project, each Phase thereof) act on Developer's behalf and submit such reports and documentation to Port KC as may be required by this policy, and Port KC will accept such actions, reports and documentation from such general contractor and shall regard the same as having been performed and submitted by Developer.

Chambers of Commerce

Asian Chamber of Commerce of Kansas City

Contact: Sook Park
8645 College Blvd., # 110
Overland Park, KS 66210
Phone: (913) 338-0774

Black Chamber of Commerce of Greater Kansas City

Contact: Kelvin Perry
5737 Swope Parkway
Kansas City, MO 64130
Phone: (913) 220-0281

Heartland Black Chamber of Commerce

Contact: Kim Randolph
607-a Minnesota Ave.
Kansas City, KS 66101
Phone: (913) 948-7680
Additional Email: info@heartlandblackchamber.org

Hispanic Chamber of Commerce

Contact: Carlos Gomez
107 W. 10th St.
Kansas City, MO 64105
Phone: (816) 472-6767

Kansas City Women's Chamber of Commerce

Contact: Karla Martinez
PO Box 165316
Kansas City, MO 64116
Phone: (816) 701-9890

Kansas City Kansas Women's Chamber of Commerce

Contact: Ardith Deason
727 Minnesota Ave.
Kansas City, KS 66101
Phone: (913) 371-3070
Additional Email: kckwcc@gmail.com

Contractor Associations

American Indian Council
Contact: Christine Campbell
310 Armour Rd., Suite 205
North Kansas City, MO 64116
Phone: (816) 471-4898
Fax: (816) 471-8543

American Indian Enterprise & Business Council
Contact: John O'Brien
PO Box 1312
Blue Springs, MO 64013-1312
Phone: (816) 392-7611

Hispanic Contractors Association of Greater Kansas City, Inc.
Contact: William Meza
541 S. 11th St.
Kansas City, KS 66105
and
11100 W 91st St, Suite-150
Overland Park, KS 66214
Phone: (913) 599-5565
Cell: (913) 608-7431

Minority Contractors Association of Greater Kansas City
Contact: Joe Mabin or McKay Anderson
3200 Wayne Ave., Suite 204
Kansas City, MO 64109
Phone: (816) 924-4441
Fax: (816) 924-1803
Cell: (913) 302-2793
Email: minoritycontractors@mca-gkc.org

Mountain Plains Minority Supplier Development Council (MSDC)
Contact: Tashauna Dawkins
Phone: (303) 623-3037

National Association of Construction Contractors Cooperative (NACCC)
Contact: Sharmin Lang
6025 Prospect
Kansas City, MO 64130
Phone: (816) 923-5399
Fax: (816) 444-3226
Fax: (816) 442-8682
Additional Email: usanaccc@gmail.com

National Association of Women in Construction (NAWIC)

Contact: Robin Norris

720 Oak St.

Kansas City, MO 64106

Phone: (816) 595-4109

Website: www.buildersassociation.com

Women Construction Owners and Executives – KC Chapter (WCOEKC)

P.O. Box 411511

Kansas City, MO 64108

Kansas City Chapter President – President@WCOEKC.org

KC Chapter Information – Info@WCOEKC.org

Website: www.wcoekc.org

Phone: (816) 631-1700

Assistance Centers

Mid-America Trade Adjustment Assistance Center (TAAC)

Contact: Donna Porch

4200 Little Blue Parkway, Suite 590

Independence, MO 64057

Phone: (816) 666-9407

Missouri Procurement Technical Assistance Center (MOPTAC)

Contact: Michelle "Shelly" Cunningham, Director

UMKC Innovation Center

4747 Troost Ave., Suite 105

Kansas City, MO 64110

Phone: (816) 235-2891

Kansas City Society of Black Architects and Engineers

Contact: Leonard Graham

Phone: (816) 283-3456

Kansas City Women's Business Center

Fairway Corporate Center

4220 Shawnee Mission Pkwy #350b

Fairway, KS 66205

Phone: (913) 492-5922

Email: [Brande Stitt](mailto:Brande.Stitt)

UMKC Women's Center

Contact: Brenda Bethman

105 Haag Hall

5100 Rockhill Rd.

Kansas City, MO 64110

Phone: (816) 235-1643

Fax: (816) 235-5522

National Association of Women Business Owners – Greater KC Chapter (NAWBO)
11249 Strang Line Rd.
Lenexa, KS 66215

Urban League of Greater Kansas City
Contact: Jauqua Wilkins
1710 Paseo
Kansas City, MO 64108
Phone: (816) 471-0550
Fax: (816) 471-3064

News and Print Publications

2más2KC Bilingual Publication
Editor: Elizabeth Lopez
8500 W. 71st St.
Overland Park, KS 66204
Phone: (913) 432-3486

Dos Mundos Bilingual Newspaper
Editor: Clara Reyes
1701 So. 55th St.
Kansas City, KS 66106
Phone: (816) 221-4747
Fax: (913) 287-5881

Kansas City Call (weekly)
Editor: Donna Stewart
1715 E. 18th St.
Kansas City, MO 64108
Phone: (816) 842-3804

Kansas City Globe Newspaper (weekly)
Managing Editor: Denise Jordan
615 E. 29th St.
Kansas City, MO 64109
Phone: (816) 531-5253
Fax: (816) 531-5256

Kansas City Hispanic News
Contract: Joe Arce
2918 Southwest Blvd.
Kansas City, MO 64108
Phone: (816) 472-5246
Fax: (816) 421-5247



CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Title _____ Phase _____

The M/WBE goals are 14.7 % MBE and 14.4 % WBE. Developer anticipates being able to achieve a minimum of the following M/WBE participation on the above-referenced Phase of the Bond Project:

PROPOSED PARTICIPATION: _____ % MBE _____ % WBE

The following are the M/WBEs subcontractors whose utilization Developer anticipates will meet or exceed the above-listed Proposed Participation.

Name of M/WBE Firm _____
Address _____
Telephone No. _____

Name of M/WBE Firm _____
Address _____
Telephone No. _____

Name of M/WBE Firm _____
Address _____
Telephone No. _____

Name of M/WBE Firm _____
Address _____
Telephone No. _____

Name of M/WBE Firm _____
Address _____
Telephone No. _____

Name of M/WBE Firm _____
Address _____
Telephone No. _____

(List additional M/WBEs, if any, on additional page and attach to this form)

The following is a breakdown of the percentage of the total contract amount that Developer anticipates will be paid to each listed M/WBE:

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

Name of MBE Firm	Supplier/Contractor	Subcontract Amount*	Weighted Value**	% of Phase Budget
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TOTAL MBE \$ / TOTAL MBE %: \$ _____ %

WBE FIRMS:

Name of WBE Firm	Supplier/Contractor	Subcontract Amount*	Weighted Value**	% of Phase Budget
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TOTAL WBE \$ / TOTAL WBE %: \$ _____ %

*“Subcontract Amount” refers to the dollar amount anticipated to be paid to each M/WBE subcontractor.

**“Weighted Value” means the portion of the subcontract amount that will be credited towards meeting the Proposed Participation. See policy for allowable credit and special instructions for suppliers and supply brokers.

To the extent the Proposed Participation is less than the M/WBE goals, Developer hereby requests a partial waiver of the MBE and/or WBE goal(s) equal to the difference. Documentation establishing Developer’s Good Faith Efforts is attached hereto and incorporated herein.

By: _____

Title: _____

Date: _____

(Attach corporate seal if applicable)

(Do Not Write in This Space: Port KC Use Only)

____ Approved ____ Disapproved Date: _____

By:

Title:

Affirmative Action Policy (M/WBE) Compliance

Month Ending __/__/20__

Project Name:

Phase Number, if applicable: _____

Total Project (or Phase, if applicable) Budget:

Minimum MBE Creditable Expenditure (per approved CUP):

Minimum WBE Creditable Expenditure (per approved CUP):

*For MBE Type, insert one of following, as applicable: Supplier, Supply Broker, or Other

MBE Firm(s)	Monthly	Creditable	Creditable % of Total Project (or Phase, if applicable)
Name	Expenditure	Expenditure	Expenditure
		\$ -	#DIV/0!
		\$ -	#DIV/0!
		\$ -	#DIV/0!
\$ -		\$ -	#DIV/0!
\$ -		\$ -	#DIV/0!
\$ -		\$ -	#DIV/0!
\$ -		\$ -	#DIV/0!
\$ -		\$ -	#DIV/0!
\$ -		\$ -	#DIV/0!
\$ -		\$ -	#DIV/0!
\$ -		\$ -	#DIV/0!
\$ -		\$ -	#DIV/0!
\$ -		\$ -	#DIV/0!
\$ -		\$ -	#DIV/0!
\$ -		\$ -	#DIV/0!
\$ -		\$ -	#DIV/0!
\$ -		\$ -	#DIV/0!
Totals		\$ -	#DIV/0!

WBE Firm(s)	Monthly	Creditable	Creditable % of Total Project (or Phase, if applicable)
Name	Expenditure	Expenditure	Expenditure
		\$ -	#DIV/0!
		\$ -	#DIV/0!
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AFFIDAVIT OF FINAL PAYMENT

Project Title _____ Phase _____

STATE OF _____)
) ss
COUNTY OF _____)

After being duly sworn the person whose name and signature appears below hereby states under penalty of perjury that:

I am a duly authorized representative of _____ (Insert name of business) _____ (“Business”) and I make this affidavit on behalf of Business.

Business has been certified as a Minority Business Enterprise (MBE) or Women’s Business Enterprise (WBE) by the following organization(s): _____.

Business performed work or otherwise provided goods and/or services for this project in the following capacity:

- General Contractor
- Subcontractor
- Material Supplier
- Supply Broker
- Supply Manufacturer

Business was paid the total sum of _____ for the work performed or goods and/or services provided for this project, and no additional payments are due Business.

I hereby certify that I have the authority to execute this affidavit on behalf of Business.

By: _____	_____
(Signature)	(Print Name)
_____	_____
(Title)	(Date)

NOTARY

Subscribed and sworn to before me this _____ day of _____, 20_____.

By: _____

My Commission Expires: _____

[NOTARY SEAL]