



REQUEST FOR PROPOSALS

PREVAILING WAGE AND LABOR COMPLIANCE
MONITORING SERVICES

DATE OF ISSUANCE:
JULY 13, 2026

SECTION I. GENERAL BACKGROUND

INTRODUCTION

The Port Authority of Kansas City, Missouri (“Port KC”), a political subdivision under Chapter 68, RSMo, is inviting qualified and interested individuals and/or businesses (each a “Proposer”) to submit their proposals (each a “Proposal”) for providing prevailing wage and labor compliance monitoring services under contract with Port KC. These services would be applicable to two general categories of projects:

First, those projects where Port KC has engaged a contractor to construct fixed works for public use or benefit or paid for wholly or in part with public funds. These would most commonly be located on property owned and utilized by Port KC, including at Berkley Riverfront, 49 Crossing (the former Richards-Gebaur Air Force Base), Governor Michael L. Parson Port Terminal, and the Missouri River Terminal (MRT) (collectively, the “**Internal Construction Projects**”).

Second, those projects where Port KC provides various tax incentives to a third-party developer under a sale-leaseback structure, with the developer constructing fixed works funded with the proceeds of bonds issued by Port KC. While these projects are not subject to statutory Prevailing Wage Requirements (defined below), Port KC has decided, as a matter of public policy, to require the payment of prevailing wages and to impose various other programmatic requirements on certain types/categories of projects making application to Port KC on or after April 2, 2026 (collectively, the “**External Construction Projects**”).

Interested proposers are **strongly** encouraged to review the following Port KC policies prior to submitting any Proposal as these are the policies that Port KC anticipates will be addressed, in whole or in part, within the Scope of Services to be provided under any contract(s) awarded under this RFP. While these policies reference the External Construction Projects, they are substantively identical to the policies applicable to the Internal Construction Projects.

Prevailing Wage Policy (applicable to those projects submitting a Development Application Package on or after 4.2.2026)

<<https://portkc.com/wp-content/uploads/2026/03/Prevailing-Wage-Policy-applicable-to-those-projects-submitting-a-Development-Application-Package-on-or-after-4.1.2026.pdf>>

Affirmative Action (M/WBE) Policy

<<https://portkc.com/wp-content/uploads/2026/03/Affirmative-Action-MWBE-Policy.pdf>>

Affirmative Action (Construction Workforce) Policy

<<https://portkc.com/wp-content/uploads/2025/09/Affirmative-Action-Construction-Workforce-Policy-Revised-9.10.2025.pdf>>

Workforce Protections Policy

<<https://portkc.com/wp-content/uploads/2025/09/Workforce-Protections-Policy-Revised-9.10.2025.pdf>>

With respect to the Prevailing Wage Policy, Port KC anticipates that the selected Proposer(s) will assume the entirety of Port KC’s monitoring/enforcement obligations.

With respect to the Affirmative Action (M/WBE) Policy and the Affirmation Action (Construction Workforce) Policy, Port KC anticipates that it will retain the primary monitoring/enforcement obligations and that the selected Proposer(s) will supplement Port KC's in-house activities by conducting on-site inspections for the purposes of identifying any discrepancies related to the compliance reporting submitted to Port KC.

With respect to the Workforce Protections Policy, Port KC anticipates that the selected Proposer(s) will verify OSHA-10 Hour certification and identify anything that might reasonably tend to suggest the utilization of workers lacking the legal right or authorization under federal law to work within the United States.

INVITATION

This RFP is an invitation by Port KC for Proposers to submit an offer, which may be subject to subsequent discussions and negotiations. It is not a request for a competitive bid. By submitting a Proposal, the Proposer agrees that the Proposer does not obtain any right in or expectation to a contract with Port KC, regardless of the amount of time, effort and expense expended by the Proposer. A Proposer shall be solely responsible and liable for any and all costs incurred by the Proposer.

MINIMUM QUALIFICATIONS

Any Proposer submitting a Proposal must have a proven record of providing the same or substantially similar services to those contemplated herein or the requisite skills to fully assume the same without need for additional training or education. If a business entity, the Proposer must be registered to transact business in the State of Missouri, be in good standing, and not be debarred by any federal, state or local authority. Those not holding these minimum qualifications are ineligible and will not be considered.

TERM OF ENGAGEMENT

Port KC anticipates a one (1) year contract with the selected Proposer(s), with four (4) one (1) year extensions that may be exercised at Port KC's discretion. The final term of any contract will be subject to negotiation between Port KC and the selected Proposer(s) but shall include those STANDARD TERMS AND CONDITIONS appended to this RFP. Proposers are strongly encouraged to review those provisions; while minor modifications might be made during the course of any contract negotiations, the substance of those provisions are consistent with what Port KC will require.

SECTION II. INSTRUCTIONS AND CONDITIONS

EXAMINATION OF ALL RFP DOCUMENTS AND REQUIREMENTS

Each Proposer shall carefully examine all RFP documents and thoroughly familiarize themselves with all RFP requirements prior to submitting a Proposal to ensure that Proposer's Proposal meets the intent and requirements of this RFP.

Before submitting a Proposal to Port KC, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain any and all conditions and requirements that affect the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the

Proposer from Proposer's obligation to comply, in every detail, with all provisions and requirements of the RFP.

By submitting a Proposal to Port KC, Proposer certifies that Proposer has provided Port KC with written notice of all ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFP.

TIMELINE

The following timeline shall be applicable unless modified by Port KC pursuant to addendum to this RFP:

- RFP Issued: July 13, 2026
- Deadline for Questions: July 30, 2026 - 5:00 PM (CDT)
- Due Date for Proposals: August 6, 2026 - 5:00 PM (CDT)
- Port KC provides all Proposals to Selection Committee: August 7, 2026
- Selection Committee Shortlists the Proposals: August 2026
- Interviews of Shortlisted Proposers (if desired by Selection Committee): August 2026
- Contract Negotiations and Contract Execution: August 2026
- Services Commence: September 1, 2026

Questions. Any general questions, requests for clarification or notices of ambiguities, conflicts, mistakes, errors or discrepancies in this RFP must be submitted to info@portkc.com before **July 30, 2026 at 5:00 PM (CDT)**. All questions, requests and notices will be routed to the appropriate Port KC staff member(s) without further action by the inquirer. All questions and answers will be posted, for the benefit of all potential Proposers, as an addendum to this RFP.

Proposers are prohibited from contacting individual Port KC staff members for purposes of discussing this RFP. Failure to follow this procedure may result in a Proposer's disqualification.

Submittal. Proposers shall submit one (1) electronic copy of their Proposal. Hard copies will not be accepted. Proposals must be submitted to info@portkc.com before **August 6, 2026 at 5:00 PM (CDT)**. Any proposals, modifications, or revisions received by Port KC after that date and time will not be considered. It is the Proposer's responsibility to ensure timely receipt by Port KC at the location designated herein.

Notwithstanding anything herein to the contrary, Port KC reserves the right to change or extend any and all dates including the due date for Proposals for any reason and at any time, including after the Due Date for Proposals.

SCOPE OF SERVICES

Services are anticipated to include those listed here, in addition to any others that Port KC may negotiate with the selected Proposer(s). All services will be provided only with respect to those specific contracts/projects identified by Port KC. All facilities, equipment, and supplies required to perform the Scope of Services are to be provided by the selected Proposer(s). The selected Proposer(s) will make its staff available to respond to any questions, provide any clarification, and otherwise discuss any findings with Port KC.

- A. **Prevailing Wage Monitoring.** The selected Proposer(s) will be responsible for monitoring compliance with Sections 290.210 to 290.340, RSMo; 8 CSR 30-3.010 to 8 CSR 30-3.060; the applicable Annual Wage Order issued by the State of Missouri's Department of Labor and Industrial Relations; and any applicable Annual Incremental Wage Increase to the Annual Wage Order (collectively, the "**Prevailing Wage Requirements**") on all Internal Construction Projects and all External Construction Projects making application to Port KC on or after April 2, 2026 and not otherwise exempt under the terms of Port KC's Prevailing Wage Policy.

Monitoring compliance is intended to be all-encompassing and includes, without limitation, arranging and attending contractor meetings, conducting labor interviews, reviewing Certified Payroll Reports, identifying violations of the Prevailing Wage Requirements, engaging with the relevant developer/contractors as needed for purposes of resolving violations, identifying to Port KC any violations that are not resolved within the time limitations allotted by Port KC's Prevailing Wage Policy, and documenting those unresolved violations and attempts to resolve them. Responsibility for the collection of liquidated damages payable to Port KC and the initiation/prosecution of any other contractual remedies available to Port KC under its Prevailing Wage Policy will be excluded from the Scope of Services but the selected Proposer(s) will provide to Port KC such documentation and assistance as is reasonably needed for Port KC to pursue such remedies.

In the event any Internal Construction Projects are federally funded or assisted and subject to the requirements of the Davis-Bacon Act, the Scope of Services shall include also include such compliance monitoring as may be required for purposes of documenting compliance with the same.

- B. **Labor Compliance Monitoring.** The selected Proposer(s) will be responsible for conducting on-site visits to construction sites for purposes of observing and attempting to determine whether there is reason to believe that a project might not be complying with Port KC's Affirmative Action (M/WBE) Policy, Affirmative Action (Construction Workforce) Policy, and Workforce Protections Policy. On-site visits will be conducted while workers are present on the construction site. Within twenty-four (24) hours of each on-site visit, the selected Proposer(s) will return a written report to Port KC documenting its observations and any issues that it reasonably believes might warrant further inquiry. Port KC will provide the selected Proposer(s) with full access to any compliance reporting submitted to Port KC for purposes of assisting the selected Proposer(s) in identifying any areas in which there might be discrepancies. Responsibility for the collection of liquidated damages payable to Port KC and the initiation/prosecution of any other contractual remedies available to Port KC will be excluded from the Scope of Services but the selected Proposer(s) will provide to Port KC such documentation and assistance as is reasonably needed for Port KC to pursue such remedies.

NOTE: Port KC reserves the right to add additional scopes of services with the selected Proposer(s), without additional procurement. The Scope of Services identified herein includes only those contract compliance matters which Port KC regards as the most time sensitive. Additional scopes, including but not limited to monitoring of affordable housing requirements may be added during the course of negotiating a contract with the selected Proposer(s) or at any time during the term of any contract that might be

executed with the selected Proposers(s). The addition of any such scopes is conditioned on Port KC and the selected Proposer(s) future negotiation of mutually acceptable terms.

SELECTION PROCESS

Proposals will be evaluated by a selection committee of not less than three (3) Port KC staff members selected by Port KC's President & CEO (the "**Selection Committee**").

Upon receipt of the Proposals, the Selection Committee will review each Proposal to determine consistency with the requirements of this RFP and may summarily reject any Proposals that are deemed non-responsive by virtue of their non-compliance or non-conformity.

The Selection Committee will develop a shortlist of the best Proposals. The Selection Committee may determine that interviews with one or more Proposers is necessary, but no Proposer will be entitled to an interview except upon request of the Selection Committee. During any interviews, the Proposer will present their Proposal in keeping with the goals and criteria described in this RFP. The Selection Committee will then rank the shortlisted Proposals.

Port KC will enter into negotiations with the top-ranked Proposer. In the event they are unable to agree upon terms, Port KC will proceed down the list by ranked order until such time as the terms of a contract have been successfully negotiated or Port KC elects, in its sole discretion, to terminate the RFP. Notwithstanding the foregoing, Port KC may elect to bifurcate the Scope of Services being procured such that multiple Proposers are selected to provide specific portions of the Scope of Services should Port KC determine, in its sole discretion, that the needs of Port KC are better served in doing so.

Any evaluation criteria or weighting of criteria is used only as a tool to assist in selecting the best Proposal(s). Evaluation scores or ranks do not create any right in or expectation to a contract with Port KC regardless of any score or ranking given to any Proposal(s). In other words, even if the Selection Committee gives a Proposal the highest rank, the Proposer still has no expectation of a contract with Port KC and Port KC may choose to contract with any other Proposer(s) regardless of the score or rank of the other Proposer(s).

Port KC will develop the criteria for scoring and ranking Proposals and may change criteria and criteria weights at any time including after the due date for Proposals.

RESERVATION OF RIGHTS IN SELECTION PROCESS

The Selection Committee, in reviewing and ranking Proposals, and Port KC, in negotiating the terms of any contract with the ranked Proposers, may do any or all of the following:

- Interview none, one, some or all of the Proposers who submit Proposals;
- Discuss and negotiate anything and everything with any Proposer or Proposers at anytime;
- Request additional information from any or all Proposers;
- Request a Proposer or Proposers to submit a new Proposal;
- Request one or more best and final Proposals from any or all Proposers;
- Accept and reject any Proposal in whole or in part;
- Require a Proposer or Proposers to make modifications to their initial Proposals;

- Bifurcate the services being procured such that multiple Proposers are selected to provide specific portions of the Scope of Services;
- Reject all Proposals;
- Pick and choose services the combination of services desired;
- Expand or decrease the scope of services; and
- Expand or decrease the properties where the services are provided.

Without limiting the foregoing, Port KC reserves the absolute and unconditional right to reject any or all Proposals received in response to this RFP at any time prior to the execution of any contract. No Proposer obtains any right in or expectation to a contract with Port KC, regardless of the amount of time, effort and expense expended by the Proposer, and regardless of ranking. Proposer shall be solely responsible and liable for any and all costs incurred by Proposer.

DISPOSITION OF PROPOSALS

Port KC reserves the right to reject any and all Proposals, to accept portions of any Proposal(s), and to negotiate the terms of any Proposal(s) in determining whether to award any contract.

WAIVER OR MODIFICATION OF RFP REQUIREMENTS

Port KC, in its sole discretion, may waive or modify everything or anything contained in this RFP at any time including after the Proposal due date. If Port KC modifies the RFP after the due date for Proposals, Port KC may, in its sole discretion, solicit new Proposals in an amended RFP from anyone or everyone regardless of whether a person submitted a Proposal in response to the original RFP.

Port KC reserves the right to waive informalities or irregularities in Proposals, to accept or reject any or all Proposals, to cancel this RFP in part or in its entirety, and to re-solicit Proposals if it is in the best interest of Port KC as determined by Port KC in its sole discretion.

EVALUATION CRITERIA

The Selection Committee will evaluate the Proposals with respect to the following criteria, in addition to any others they may determine to be relevant:

1. The Proposer's capacity to undertake the services;
2. Overall quality of Proposer as shown by its previous experience with other political subdivisions and corporate clients;
3. The Proposer's experience in providing the same or similar services;
4. The Proposer's familiarity with Port KC's contracting policies; and
5. The proposed compensation structure and value in relation to services proposed to be provided.

NOTE: The number of contracts requiring the Prevailing Wage and Labor Compliance Monitoring Services contemplated by this RFP is subject to significant fluctuation and Port KC is therefore unable

to guarantee any minimum or maximum amount of work during any given year. Accordingly, any proposed compensation structure that includes a fixed annual/monthly fee, while not disallowed, is disfavored. A Proposer may propose a fixed fee structure if it nevertheless believes that the same is advisable, but the Proposal must include a narrative explaining the Proposer's rationale for doing so. The proposed compensation structure must include unit pricing, whether those units be hours worked, a per project amount, or any other criteria the Proposer believes Port KC should consider.

FORM AND CONTENT OF PROPOSAL

Proposals shall be limited to no more than twenty-five (25) single-sided 8.5x11 pages, inclusive of any attachments, utilize 12-point font, and be organized and tabbed as follows:

TAB A Business / Firm Profile and Legal Structure

TAB B Experience

TAB C Proposed Compensation Structure

All information requested or required to be provided by this RFP shall be provided under the applicable Tab. Any Proposer wishing to provide additional information may do so by inclusion of such additional Tabs as it deems advisable, provided that each Proposer shall include, at a minimum, each of the foregoing Tabs A through C.

SUBMITTAL OF PROPOSAL

Any incomplete Proposal may be rejected by Port KC or the Selection Committee.

By submitting a Proposal, Proposer agrees that Proposer's Proposal shall constitute a firm irrevocable offer to Port KC that Proposer shall not withdraw or modify without Port KC's approval for sixty (60) calendar days after the Proposal due date. Proposer agrees that even if Port KC negotiates or makes a counteroffer to Proposer on Proposer's original Proposal or any subsequent Proposal submitted by Proposer, Proposer grants to Port KC, in Port KC's sole discretion, the unconditional right for Port KC to accept Proposer's original Proposal.

OWNERSHIP OF PROPOSALS

By submitting its Proposal, Proposer hereby agrees that Proposer's Proposal and any supplementary material submitted by the Proposer shall become property of Port KC.

CLOSED RECORDS

All Proposals including interviews, presentations and documents, and meetings relating thereto may remain closed records or meetings under the Missouri Sunshine Law until a contract is executed or until all Proposals are rejected by Port KC. If Port KC amends this RFP, Proposals submitted in response to the original RFP may remain closed records until a contract is executed or all Proposals submitted in response to the amended RFP are rejected.

STANDARD TERMS AND CONDITIONS

Sec. 1. Indemnification.

A. For purposes of Section 1 only, the following terms shall have the meanings listed:

a. Claims means all third-party claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by Port KC in the enforcement of this indemnity obligation, of any kind of character.

b. Contractor's Agents means Contractor's officers, employees, subcontractors, successors, assigns, invitees, and other agents.

c. Port KC means the Port Authority of Kansas City, Missouri and its agents, officials, officers and employees.

B. Contractor's obligations under this Section with respect to indemnification 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 indemnify and hold harmless Port KC from and against all Claims arising out of or resulting from all negligent acts or omissions in connection with this Contract, including but not limited to professional negligence, if applicable, caused in whole or in part by Contractor or Contractor's Agents. Contractor is not obligated under this Section to indemnify Port KC for the negligence of Port KC.

D. In no event shall the language in this section constitute or be construed as a waiver or limitation of Port KC'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 other provisions of law.

E. The right to indemnification set forth in this Section shall survive the termination or expiration of this Contract.

Sec. 2. 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. In the event that additional insurance, not specified herein, is required during the term of the Contract, Contractor shall supply such insurance at Port KC's cost. Policies containing a Self- Insured Retention are unacceptable to Port KC unless otherwise approved by Port KC in writing.

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;
- d. No Contractual Liability Limitation Endorsement;
- e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.

2. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers' Compensation: Statutory Employers Liability:
\$500,000 bodily injury by accident – each accident

\$500,000 bodily injury by disease-policy limit

\$500,000 bodily injury by disease-each employee

3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000, 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 Automobile Liability form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by Contractor.

4. Umbrella or Excess Liability coverage with limits of \$2,000,000.

B. The Commercial General, Automobile, and Umbrella Liability Insurance specified above shall provide that the Port KC and its agents, officials, officers, and employees, while acting within the scope of their authority, shall be named as additional insureds for the services performed under the Contract. At or before execution of the Contract, the Contractor must deliver to the Port KC a certificate of insurance showing all required coverage, endorsements, and additional insureds, and which will declare that the respective insurer may not cancel or fail to renew the same in whole or in part without giving to Port KC written notice of its intention to cancel or not renew at least thirty (30) days in advance.

C. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-VI" or better and are licensed or approved by the State of Missouri to do business in Missouri.

D. Contractor agrees that all insurance policies which it is required to carry pursuant to this Contract, will contain provisions to the effect that in the event of payment of any loss or damage, Contractor's insurers will have no rights of recovery against Port KC and its agents, officials, officers, and employees for loss or damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other insurance applicable to the work required pursuant to this Contract.

E. Contractor's failure to maintain the required insurance coverage will not relieve Contractor of its contractual obligation to indemnify Port KC pursuant to Section 1. If the coverage afforded is cancelled or changed or its renewal is refused, Contractor shall give at least thirty (30) days prior written notice to Port KC. In the event Contractor fails to maintain the required insurance coverage in effect, Port KC may order Contractor to immediately stop work, and upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Contract as provided for herein and by law.

F. In no event shall the language in this Section constitute or be construed as a waiver or limitation of Port KC'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 other provisions of law.

Sec. 3. Independent Contractor.

Contractor is an independent contractor. Contractor has no authority to take any action or execute any documents on behalf of Port KC except as may be specifically authorized under the terms of this Contract. Contractor accepts full and exclusive liability for the payment of any and all premiums, contributions or taxes for workers' compensation, social security, unemployment benefits, or other employee benefits now or hereinafter imposed under any state or federal law, which are measured by the wages, salaries or other remuneration paid to persons employed by Contractor on work performed under the terms of this Contract.

Sec. 4. Payment.

It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by Port KC as a result of breach or default by Contractor, Port KC may withhold payment(s) to Contractor for the purpose of set-off until such time as the exact amount of damages due Port KC from Contractor may be determined. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.

Sec. 5. 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. Port KC 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. 6. Compliance with Laws.

Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Contract, and shall, at its own expense, secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this Contract.

Sec. 7. Termination for Convenience.

A. Port KC may, at any time upon ten (10) days' notice to Contractor specifying the effective date of termination, terminate this Contract, in whole or in part. Port KC may not exercise this right during the thirty-day renegotiation window set forth herein unless Contractor is in material breach.

B. If Port KC terminates this Contract, Port KC shall only be liable for payment for services rendered before the effective date of termination. Contractor shall prepare an accounting of the services performed and direct costs incurred by Contractor up to the effective date of termination and shall return to Port KC any remaining sums within thirty (30) days of the effective date of termination. All work or materials prepared or obtained by Contractor pursuant to this Contract shall become Port KC's property.

C. Contractor may, at any time upon sixty (60) days' notice to Port KC specifying the effective date of termination, terminate this Contract, in whole or in part. Contractor.

Sec. 8. Default and Remedies.

A. If Contractor shall be in default or breach of any provision of this Contract, Port KC may terminate this Contract, suspend Port KC's performance, or invoke any other legal or equitable remedy after giving Contractor fifteen (15) days written notice and opportunity to cure such default or breach.

B. If Port KC shall be in default or breach of any provision of this Contract, Contractor may terminate this contract or suspend Contractor's performance after giving Port KC fifteen (15) days written notice and opportunity to cure such default or breach.

C. All rights and remedies granted to Port KC herein and any other rights and remedies which Port KC may have at law and in equity are hereby declared to be cumulative and not exclusive.

Sec. 9. Acceptance.

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

Sec. 10. Waiver or Modification.

A. No provision of this Contract may be waived, modified or amended except in writing signed by the party against whom enforcement is sought.

B. If Port KC shall waive any provision of this Contract, it shall not operate as a waiver of the Contractor's subsequent breach or noncompliance with the provision. Port KC shall be entitled to invoke any contractual or legal remedy available to Port KC despite any of Port KC's previous waiver(s) of the Contractor's breach or noncompliance with the Contract provisions.

Sec. 11. Headings; Construction of Contract.

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

Sec. 12. Merger.

This Contract, including any referenced attachments, constitutes the entire agreement between Port KC and Contractor with respect to this subject matter, and supersedes all prior agreements, whether written or oral, between Port KC and Contractor with respect to this subject matter, and any such prior agreement shall be void and of no further force or effect as of the date of this Contract.

Sec. 13. Severability of Provisions.

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

Sec. 14. Records.

Contractor shall maintain and retain all documents, books, papers, photographs, maps, sound recordings or other materials, regardless of physical form or characteristics, made or received in connection with this Contract for a term of five (5) years that shall begin after the expiration or termination of this Contract. Port KC shall have a right to examine or audit all such records and Contractor shall provide access to Port KC within ten (10) calendar days' written notice from Port KC.

Sec. 15. Non-Discrimination.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed or religion, ancestry or natural origin, sex, handicap or disability, age, familial status, marital status, sexual orientation or gender identity.

Sec. 16. Missouri Preference Policies.

Pursuant to Section 71.140 RSMo, Contractor shall give preference to materials, products, supplies and all other articles produced, manufactured, made or grown within the State of Missouri.

Sec. 17. Assignability & Subcontracting.

A. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of Port KC. If Contractor shall assign or transfer any of its obligations or interests under this Contract without Port KC's prior written approval, it shall constitute a material breach of this Contract.

Sec. 18. Conflicts of Interest.

Contractor certifies that no officer or employee of Port KC has, or will have, a direct or indirect financial or personal interest in this Contract, and that no officer or employee of Port KC, or member of such

officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Contractor in this Contract.

Sec.19. Gratuities/Kickbacks.

A. Contractor certifies that it has not and will not offer or give any Port KC employee or officer a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of a contract, of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity to Port KC in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any solicitation or proposal thereof.

B. Contractor certifies that no payment, gratuity, offer of employment or benefit has been or will be made by or on behalf of or solicited from a subcontractor under a contractor of a higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

Sec. 20. Tax Compliance.

Contractor shall remain in compliance with the license and tax ordinance administered by the City of Kanas City, Missouri during the term of this Contract and shall furnish Port KC sufficient evidence of the same if so requested.

Sec. 21. Rules of Contract Construction.

Port KC and Contractor agree that this Contract shall be construed without regard to any presumption or other rule requiring construction of the Contract against the party causing the contract to be drafted.

Sec. 22. Binding Effect.

This Contract shall be binding upon Port KC and Contractor and their successors in interest.

Sec. 23. Representations and Warranties.

Port KC and Contractor certify that they have the power and authority to execute and deliver this Contract, to use the funds as contemplated hereby and to perform this Contract in accordance with its terms.

Sec. 24. Employee Eligibility Verification.

If this contract exceeds five thousand dollars (\$5,000.00), Contractor shall execute and submit an affidavit, in a form prescribed by Port KC, 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 (E-Verify) or an equivalent federal work authorization program authorized by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. 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 Port KC prior to execution of the Contract, or at any point during the term of the Contract if requested by Port KC.