Temporary Utility Services Concession Agreement between the City of Kansas City, Missouri and Smart City of Kansas City, LLC Project No. EV4010

THIS CONTRACT is dated this _____ day of, 2025, between the City of Kansas City, Missouri, a constitutionally chartered municipal corporation ("City" or "CITY") and Smart City of Kansas City, LLC ("Contractor" or "CONTRACTOR"), whereby Contractor shall provide Temporary Utility Services to the City and the City's Clients, Customers and Attendees in accordance with the terms and conditions contained in this contract.

Section 1 Definitions.

"Accounting Period" is defined as one calendar month of which there must be twelve within each calendar year.

"Agreement" shall refer to this Temporary Utility Services Concession Agreement for the Kansas City Convention and Entertainment Facilities.

"CEF" is defined as "Convention and Entertainment Facilities" and is the name of the City department that administers this Agreement.

"City" shall refer to the City of Kansas City, Missouri, a constitutionally chartered municipal corporation of the State of Missouri.

"Client" shall mean any lessees, licensees, exhibitors, tenants of events which occur in the facilities.

"Contract Documents" The Contract Documents establish the rights and obligations of the parties and include the Temporary Utility Services Concession Agreement, (including the Utilities Concession Customer Price Sheet. Employee Eligibility Verification Affidavit; the Notice to Proceed, the Bonds, and the Scope of Services.

"Customer or Attendee" will refer to any person who attends an event at the Premises who does not have contract, lease or license with Contractor or the City.

"Contractor Equipment" shall refer to temporary utility connection equipment provided by the Contractor.

"City Equipment" shall refer to the equipment owned, leased, or rented by the City to include network equipment purchased under the initial Capital investment included in Exhibit C following completion of the described amortization schedule as described in section 28.

"Commission Rate" shall refer to the percent of gross sales without deduction owed to City from Contractor in consideration of the rights and privileges granted hereunder.

“Contractor” shall refer to Smart City of Kansas City, LLC.

"Contractor Premises" shall refer to that space in the Premises specifically designated for use by the Contractor to provide services on an exclusive basis as described below.

"Director" is defined as the Department Director of CEF or their designee who is authorized to act on behalf of the City.

"Exclusivity" shall refer to the exclusive rights and privileges granted by City to the Contractor under this Agreement.

“Exhibitor Services" shall mean the provision of all Contractor Services to exhibitors of trade, convention or public shows for which Contractor shall have exclusive right of sales.

“Facilities Use Lease/License Agreement" shall mean an Agreement between the City and Client/Lessee/Licensee, which sets forth the terms and conditions of the Client/Lessees/Licensee use of the Premises.

"GAAP" shall mean reference to "Generally Accepted Accounting Principles".

Gross Sales" shall mean the total amounts paid or payable without any deduction to Contractor for Contractor Services rendered pursuant to the terms of the Temporary Utility Services Concession Agreement whether such amounts be evidenced by cash, check, credit card, charge account or any other payment method and shall include the amounts received or billed from the sales of all such services, together with the amount received from all orders taken or received, less only any sales or other taxes collected with the provision of Services and paid to the appropriate taxing authority, and excluding regulatory fees, surcharges, deposits (until used for services) or service adjustments and refunds due to facility infrastructure failure, billings for recovery of non-returned, lost or damaged service equipment and those amounts billed to the City or City’s service contractors or permanent tenants, and revenue paid directly to City unless received by City on behalf of Smart City for services rendered. In no event shall there be deducted from Gross Sales any taxes imposed upon the operations or existence of Contractor (such as, without limitation, income taxes, whether federal, state, or municipal), franchise taxes, license taxes, use taxes or other similar impositions, nor shall there be deducted any amount or reserve for bad debts from sales on credit or bank charges for credit card sales.

"Lessee/Licensee" shall mean any party, whether it be a group, individual, corporation or other entity, holding an event in the Premises pursuant to a Facilities Use Lease/License Agreement (as defined herein).

"Monthly Amount Due City" shall refer to Monthly Gross Sales without deduction for each Contractor Services multiplied by the “Percentage to City" at the rate set forth in Section 4. Compensation and Reimbursement. This shall be the Commission amount due to City.

"Monthly Gross Sales by Service Type" shall mean the total amount invoiced by Contractor for a calendar month for each 'service type' in the **Utilities Concessions Customer Price Sheet**. Any amounts invoiced but not collected shall be included in the Monthly Gross Sales.

"Monthly Reimbursable Expenses" shall mean reimbursable expenses to include expenses for approved work performed on a time and material basis at the request of the City. All expenses must be supported by documentation acceptable to City. Electrical power cables, breaker boxes or other electrical wiring, fixtures or switches, piping valves, and other plumbing fixtures or appurtenance which are not permanently installed, are generally not reimbursable items. These expenses shall be billed separately and not by reduction in the Monthly Gross Sales submitted to the City for "Services". Similarly, the 'time' to install electronic or utility services for CEF Clients, customers, tenants or exhibitors generally will not be a reimbursable expense.

"Premises" are defined as certain properties and facilities that are under the management of CEF and utilized as their primary address 301 W. 13th Street, Kansas City, Missouri 64105. Under this agreement, the Premises include the Convention Center, Municipal Auditorium, Barney Allis Plaza, American Royal Center. Within the Convention Center are public spaces commonly known as Level 3 Exhibit Hall, 2100 meeting rooms, 2200 meeting rooms, the Conference Center, Lobby 2400, the Grand Ballroom, all common spaces in between. Within the Municipal Auditorium are spaces commonly known as Municipal Arena, the Music Hall, the Little Theatre and the Lower Exhibition Hall as well as other offices and storage areas.

"Temporary Utility Services" shall refer to the operation of providing temporary VoIP Telephone Service; Wired Internet and Networking Service; Wireless Internet and Networking Service; Electrical Power; Water and Drainage; and Natural Gas and Compressed Air.

Section 2 Initial Term of Contract and Additional Periods.

A. Initial Term. The Initial Term of this Contract shall begin on _____, 2025_ and shall end on _____, 2032. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with Contractor to extend the term of this Contract and time of performance for this Contract.

B. Renewal Terms. At any time prior to the expiration of the Initial Term or any subsequent Renewal Term, the City, in its sole discretion, may renew this Contract for one additional (3) year term. Notification of renewal/non-renewal shall be made at least 60 days in advance of the end of the term, via letter or email.

C. Transition Term. Notwithstanding the expiration of the Initial Term or any subsequent Renewal Term or all Renewal Terms, 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.

Section 3 Services. Contractor shall perform the Scope of Services set forth in Attachment A.

Section 4 Compensation and Reimbursement.

A. Commissions.

1. In consideration of the rights granted to Contractor as set forth in this Agreement, Contractor shall pay to City commissions ("Commissions") on Gross Sales without deduction obtained by Contractor from providing Temporary Utility Services at the Prices set forth in Utilities Concession Price Sheet or other agreed pricing. Contractor shall pay the City the following percentage of the Monthly Gross Sales without deduction for each of Contractor provided Temporary Utility Services:
    1. **Air/Water/Gas:** 35 percent
    2. **Electrical Charges:** 35 percent
    3. **Internet Charges:** 40 percent
    4. **Telephone Charges:** 40 percent

2. If the City assesses a surcharge to Clients on Gross Sales, 100% of collected revenue generated by the surcharge will belong to the City with no commissions to be paid to Contractor. The cost of billing, collecting, accounting, and remitting to the City shall be assumed by Contractor at no cost to the City.

B. Capital Investment of $2,300,000.00.

1. Contractor will provide a Capital Investment of up to $2,300,000.00 to upgrade the data network (the "Project"). Specifically in the areas of equipment, to include Core items, Edge switches and Wireless systems identified in Attachment C.
2. Contractor will provide installation of the required infrastructure to support the wireless equipment throughout the facility.
3. Ownership of equipment shall remain with Contractor throughout the initial term and amortized according to Section 28C.
4. If the cost of the Project is less than $2,300,000, Contractor shall pay the remainder of the $2,300,000.00 into a segregated City Capital Project Fund which the City and Contractor shall use on Capital Projects, Maintenance and Repairs related in any way to the contracted services over the seven (7) year term. The City shall split any remaining Funds after the seven-year term or after all additional renewals at a 50/50 division.
    1. Example: If the data network project costs Contractor $1,900,000, the Contractor shall pay $400,000 to the City Capital Project Fund.
5. Contractor shall submit a certified statement of the cost of the Project that includes the total cost of the equipment and the total cost of installation upon completion.

C. Waiver of Commissions.

1. **City's Right to Pay for Event Related Utilities Services** - In lieu of Contractor receiving gross Sales from Clients, City in its sole discretion, may pay Contractor's actual labor and material costs, [excluding the exhibitor services desk labor,] for any event in which the City has agreed to pay the Client utility costs.
2. **City's Waiver of Commissions** – For any event, City reserves the right to waive any or all of its commission on any service provided in this contract to reduce the Client cost.
3. **Waiver of Commission Rate**. City may elect to waive all or any portion of the Commission Rate Percentage for select national conventions, travel and meeting-industry events, major sports-related events, and other events expected to have a significant economic impact on the greater Kansas City Area, as determined by the City

in its sole discretion. In the event the City makes such election, Contractor represents that it shall reduce its pricing to the Client by an amount equivalent to the City-elected reduction of the Commission Rate Percentage.

4. **Complimentary Wireless Internet and Networking Services (Clients).** The City reserves the right to require the Contractor to provide complimentary wireless internet and networking services at no charge, to any City Client, at the City's request and sole discretion.
5. **Complimentary Wireless Internet and Networking Services (lobbies/common areas)**. Contractor should provide complimentary wireless internet access and networking services in all lobbies and common areas, 24 hours per day.
6. **In-House Food and Beverage Catering/Concessionaire.** Contractor shall provide utility service at labor and material costs as identified in Utilities Customer Concession Price Sheet **Attachment 1** (excluding telephones and the internet) to the facilities In-House Food and Beverage Concessionaire as appropriately requested in the area of adjoining areas where the Contractor is contracted to perform work. This will be free of charge to the City and its In-House Food and Beverage Concessionaire provided that the concessionaire has provided the Contractor notice of the services needed at least 2 business days in advance. Services required with less than 2 business days' notice will be invoiced to the Concessionaire at the cost of labor and materials plus 10%. All concession food truck vendors will be assessed a $150.00 service fee for initial connections, to be contracted directly between food truck operator and Utilities Concessionaire. Additional service requests by concession food truck operators may be considered services required with less than 2 business days' notice and therefore will be invoiced to the food truck operator at the cost of labor plus 10%.

D. Statement of Gross Sales and Payment.

1. **Monthly Gross Sales Statement**.
    1. By the twentieth (20th) day of each month following the end of each Accounting Period, Contractor shall provide a statement of Monthly Gross Sales without deduction for each Contractor Provided Temporary Utility Service at the Pricing set forth in the Utilities Concession Customer Price Sheet or as otherwise dictated by the City.

    b. Contractor shall report to the City the City Commissions at the rates set forth in this Section 4. Contractor shall provide such statement, to include Event Name, Location of Service, Type of Service, Date of Service, job number, and an annual year-to-date accounting of all prior months for the current annual term of the contract.

    c. Any amounts invoiced but not collected by Contractor shall be included in the Monthly Gross Sales from each Contractor provided Temporary Utility Service and Contractor shall pay such amounts to City as a City Commission even if Contractor never collects the amount due and owing from the Client.

    2. Contractor shall provide each statement in Microsoft Excel (or compatible software approved by the City) to the email address below:

    Statement and electronic files should be sent to:

Kansas City Convention and Entertainment Facilities
Attention: Accounting
301 West 13th Street
Kansas City, Missouri 64105
CEFD-AP@kcmo.org and Mark.Cunningham@kcmo.org

2. **Annual Statement**. Within thirty (30) days following the end of each contract year, Contractor shall provide to the Director a Certified Statement of Gross Sales for the previous twelve months.

3. **Books and Records.**
   1. Contractor shall maintain accurate books and records in connection with its Agreement with the City and shall retain such records for a period of at least five (5) years following the conclusion of each Contract Year. City shall have the right, upon reasonable notice being given to Contractor to review and audit Contractor's records of Gross Sales.
   2. Records. Contractor shall maintain an accurate accounting of all sales and disbursements connected with the operation of the Rights granted hereunder. All accountings shall be separate from the accounting used for Contractor's personal financial affairs, or any business or business location operated by Contractor. The method of accounting shall be subject to the approval of the Director and shall include the following:
      (1) Contractor shall maintain a separate commercial account at a bank diverse from and other accounts. This account shall be exclusively used for all sales involved in any resulting agreement. Contractor shall maintain real proprietary and nominal account segregating and identifying assets, liabilities, net worth, income, and expense in accordance with GAAP.
      (2) Contractor shall provide and keep in force, at all times, a written authorization to the depository bank(s) for City to obtain information and records from the bank concerning any and all accounts and to inspect the same.
      (3) At City's request, Contractor will make available copies of certified daily bank deposits with respect to Gross Sales .

E. Delinquent Amounts. Contractor shall have a seven (7) day grace period from the 20th day of the month. However, if the commissions due to the City are not paid within that time period a late fee charge of five (5) percent will be added to the delinquent amount, including attorney's fees incurred or expended by the City in collection of said delinquent amount due.

F. Bad Debt. Contractor's failure to collect payment on the account of Clients to whom Contractor has extended credit purchase privileges shall not be deemed as a cause to reduce the Gross Sales on which Commission Fee Payments are based, nor shall it relieve Contractor of the obligation to promptly pay commissions.

Section 5 Scope of City Responsibilities

A. Contractor Assigned Location. City shall provide a room for storage and use thereof in Hall A and Hall B of Bartle Exhibition Hall.

B. Occupancy of Premises. City shall have the right to inspect all equipment and work for the purpose of examining the state of repair and condition of the Premises and equipment, and for the purpose of determining whether the terms, covenants, and conditions contained within this Agreement are being fully and faithfully observed and performed. City shall have the right to reject the character of service and require that undesirable practices be discontinued or remedied. Failure of Contractor to take appropriate action after notification of an undesirable practice from City shall be considered a breach of contract.

C. Event Desk Hours of Operation. City shall have the right to approve or change, with 24 hours' notice, Contractor Event Service Desk hours of operation to adequately meet the demands of events taking place within the Premises. City reserves the right to approve or disapprove placement of Event Service Desk and equipment areas, as well as dates, times and number, whether temporary or permanent.

D. Notification. City shall provide Contractor, in a timely fashion of all information necessary to schedule accordingly and service events within the Premises including those events where Contractor's services are not required. City will make every effort to notify Contractor of definite bookings on a timely basis.

E. Receiving Dock. City shall provide, at its expense, use of dumpsters and trash removal service at the Premises' receiving docks for the nonexclusive use of Contractor. Contractor shall only use the dumpsters only for trash created at the Premises during the normal course of business of servicing City Clients.

F. Utilities.

1. City shall provide and pay for the necessary and reasonable quantities of the following utilities used by Contractor in course of normal operations. Contractor shall use all reasonable care to avoid waste of the following utilities and energy:
    1. Domestic Cold Water
    2. Gas (Low Pressure)
    3. Electrical Energy
    4. Wastewater Disposal
    5. Internet Bandwidth
    6. VoIP Telephone service

2. City shall pay for all sewer charges from Contractor's operations, unless Contractor's negligence shall have been the cause necessitating such maintenance, repair or replacement.

3. City shall retain the right to monitor Contractor for use of materials or processes, which violate or may violate Federal, State and Local Pollution Control Ordinances.

4. **Approval.** City retains the right to approve/disapprove all enhancements or fixtures to Premises provided by Contractor.

5. **Payments.** City shall pay the cost for all event-related repair and maintenance to the Premises.

G. City Obligations for Repair and Maintenance.

1. City's Responsibility for Maintenance. City shall maintain the structure and mechanical systems as outlined in this Agreement. City shall timely make and pay for all repairs, maintenance, and replacements to the Premises, including, without limitation, mechanical and utility systems (including HVAC and exhaust systems), structural components (including floors, walls, roofs and ceilings), excepting only (i) those items expressly stated herein to be the responsibility of Contractor and (ii) repairs necessitated by Contractor's negligence.

H. Right to Enter, Inspect and Make Repairs.

1. City Right to Enter. City and its authorized officers, employees, agents, Contractors, subcontractors, and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption of Contractor's operations as is reasonably practicable) to enter upon and in the Contractor's work area for the following purposes:
    1. **Inspection.** Inspect the Premises to determine whether Contractor has complied and is complying with the terms and conditions of this Agreement.
    2. **Maintenance.** Perform maintenance and make repairs to any case where City is obligated to do so or Contractor is obligated but has failed to do so, after City has given Contractor reasonable notice to do so, in which event Contractor shall reimburse City for the reasonable cost thereof promptly upon demand.
    3. **Access.** Gain access to the mechanical, electrical utility and structural systems of the Premises for the purpose of inspecting, maintaining, and repairing such systems.

I. Utilities and Environmental Interruption.

1. **Service Interruptions.**
    1. City shall not be responsible for service interruption(s) if the cause of the interruption is beyond reasonable control of City, or if the interruption(s) result from equipment failures, power outages or maintenance requirements.
    2. City shall not be responsible for any associated damage(s) resulting from any service interruptions.
    3. City shall retain the right to interrupt utility services as may he required to make new connections, disconnect existing connections, or for regular inspection and/or maintenance requirements.
    4. Whenever possible, interruption of utility services for said requirements shall be scheduled in advance with the cooperation of Contractor.
    5. City shall not be liable or responsible for any failure to furnish services, such as electricity, gas, water, or drainage service, which failure is caused or brought about in any manner by strike, act of God or other work stoppage, federal, state, or local government action, and/or the breakdown or failure of City owned equipment

providing that service, or any act or condition beyond its reasonable control. Further, City shall not be liable or responsible for any consequential economic or property loss or damage caused or brought about by any such occurrence.

Section 6 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:

Director
Kansas City Convention and Entertainment Facilities
301 W. 13th Street, Suite 100
Kansas City, Missouri 64105

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 Gigliotti, Esq., City Attorney
Law Department of Kansas City, Missouri
414 East 12th Street, 23rd Floor
Kansas City, Missouri 64106
Telephone: (816) 513-3127

If to the CONTRACTOR:

Smart City of Kansas City, LLC
Attention: President
5795 West Badura Avenue, Ste 110
Las Vegas, NV 89118

Smart City of Kansas City, LLC
Attention: CEO/ Chairman
3100 Bonnet Creek Rd
Lake Buena Vista, FL 32830

Section 7 Service of Process.
In addition to the methods of service allowed by the State of Missouri, CONTRACTOR hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon CONTRACTOR's actual receipt of process or upon the CITY's receipt of the return thereof by the United States Postal Service as refused or undeliverable. CONTRACTOR must promptly notify the CITY, in writing, of each and every change of address to which service of process can be made. Service by the CITY to the last known address shall be sufficient. CONTRACTOR will have thirty (30) calendar days after service hereunder is complete in which to respond.

Section 8 No Gratuities and Kickbacks.
The provisions of City's Code Section 3-303, prohibiting gratuities to City employees, and kickbacks by subcontractors, and Code Sections 3-307 and 3-309, imposing sanctions for violations, shall apply to this Agreement.

- **A.** Gratuities. Contractor certifies that it has not and will not offer or give any City 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 requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity 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 therefore.
- **B.** Kickbacks. 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 contract to Contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

Section 9 Conflicts of Interest.
The provisions of City's Code of Ordinances Sections 2-2001, 2-2002, 2-2020, 2-2021 and 2-2022 prohibiting City officers and employees from having a financial or personal interest in any contract with City, and Code Sections 2-2100 and 2-2101, imposing sanctions for violations, shall apply to this Agreement. Contractor certifies that no known officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no known officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Contractor in this Agreement.

Section 10 Prohibition against Contingent Fees.
The provisions of City's Code Section 3-305, prohibiting the retention of persons to solicit contracts for contingent fees, and Code Sections 3-307 and 3-309, imposing sanctions for violations, shall apply to this Agreement. Contractor agrees that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For breach or violation of this warranty, City shall have the

right to annul this Agreement without liability or, at its discretion, to deduct from Contractor price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Section 11 Affirmative Action.

If this contract exceeds $300,000 and Contractor employs fifty (50) or more people, Contactor 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 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 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.

Section 12 Reserved.

Section 13 Reserved.

Section 14 Tax Compliance.
Contractor shall provide proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a precondition to the City making the first payment under this contract or any contract renewal when the total contract amount exceeds $160,000. If Contractor performs work on a contract that is for a term longer than one (1) year, the 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.

Section 15 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.

Section 16 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.

Section 17 Records.

A. For purposes of this section:
   1. "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Civil Rights and Equal Opportunity Department, the City Manager, the City department administering this Contract and their delegates and agents.
   2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

B. Contactor 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 Civil Rights and Equal Opportunity Department and the City department administering this Contract within ten (10) days after the written request is made.

Section 18 Buy American and Missouri Preference Policies.
It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. Pursuant to Section 71.140 RSMo., preference shall be given to materials, products, supplies, and all other articles produced, manufactured, made, or grown within the State of Missouri.

Section 19 Noise Code.
Contractor shall comply with the provisions of Code Chapter 46, the Noise Control Code.

Section 20 Obtaining Professional Services.
Code Section 2-83, prohibiting contracts with certain attorneys, architects, engineers and other professionals hereunder, shall apply to this Agreement. Contractor certifies that it is not an architect, engineer, or other professional, exclusive of medical doctors or appraisers, who at the time of the issuance of the contract serve as an expert witness for any litigation against City, and that it will not serve as an expert witness for any litigation against City during the term of this Agreement.

Section 21 Americans with Disabilities Act.
Contractor agrees to comply, during the course of this Agreement, with all provisions of the Americans with Disabilities Act, as applicable and as amended from time to time.

Section 22 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 convenience as an objection to the location of any litigation.

Section 23 Compliance with Laws.
Contractor shall comply with all federal, state, and local laws, ordinances and regulations applicable to the work and this contract. Contractor, at its own expense, shall secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this Agreement.

Section 24 Assignability or Subcontracting.

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

B. Subcontracting. CONTRACTOR shall not subcontract any part or all of CONTRACTOR's obligations or interests in this Contract unless the subcontractor has been identified in a format required by CITY. If CONTRACTOR shall subcontract any part of CONTRACTOR's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve CONTRACTOR of any of its responsibilities under the Contract, and CONTRACTOR shall remain responsible to CITY for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. CITY shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by

CONTRACTOR, and to require that any subcontractor cease working under this Contract. CITY's right shall be exercisable in its sole and subjective discretion. CITY shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. CONTRACTOR shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing CONTRACTOR's services hereunder.

Section 25 Independent Contractor.

Contractor is an independent Contractor with respect to all services performed under this Agreement. 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 Agreement. Contractor shall defend, indemnify and save harmless City from any claims or liability for such contributions or taxes. Nothing contained in this Agreement or any act of City, or Contractor shall be deemed or construed to create any third-party beneficiary or principal and agent Contractor or relationship with City. Contractor is not City's agent and Contractor has no authority to take any action or execute any documents on behalf of City.

Section 26 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.

Section 27 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR. If not covered under the CONTRACTOR's liability policy, such "property" coverage of the Agency may be endorsed onto the Contractor's Cyber Liability Policy as covered property.
b. If the Contractor 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.

7. Commercial crime insurance policy with a limit of $1,000,000.00 per occurrence that includes coverage for employee dishonesty.

(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.

Section 28 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 notice and opportunity to correct such default or breach.

B. Payment of Capital Improvements at Termination. If this Agreement is terminated by City pursuant to Section 28A, prior to the full amortization of Smart City's actual cost of Smart City's capital improvements related to Utility Services, the City shall pay Smart City the unamortized balance of such capital improvements cost as described in Exhibit C and upon such payment Smart City shall convey to the City title to such capital improvements (including the equipment which is part of such capital improvements). Such payment shall be made on or before the thirty (30th) day after the effective date of termination. All non-permanent equipment related to Utility Services not shown on Exhibit C, including but not limited to routers, switches, access points and sensors, installed by Smart City to support the equipment installed at the Facility per Exhibit C, shall remain the property of Smart City. With respect to equipment to be transferred to the City pursuant to this Section 28, such equipment shall not include proprietary, trademarked, or intellectual property or work product contained within any equipment. At time of purchase by City, equipment shall be reset to factory default with regard to providing no service disruption to the Clientele. Smart City's ownership does not extend to permanent infrastructure installed as part of this Agreement. Any additional capital improvements related to Technology Services provided by or funded by Smart City during the Initial Term or any Extended Term shall be mutually agreed upon and subject to the same amortization terms as described herein, and Smart City agrees that any such capital improvements provided without approval of the City will not be subject to amortization or to this subsection.

C. Amortization. Smart City shall maintain a schedule of amortization of capital improvements related to Utility Services including the unamortized balance of the capital improvements cost thereof as of December 31st annually. Smart City shall bear the cost and amortize the capital improvement, including, but not limited to, the cost of equipment, materials, installation and costs of all said improvements for Utility Services and infrastructure supporting voice, internet, wired and wireless data, networking and internet services using a five (5) year straight-line amortization model with zero salvage value. The straight-line amortization model with zero salvage value for any single improvement shall commence on the first day of the following month from the date that the said improvement has been placed into service. Smart city will provide documentation, certified as true and accurate by a corporate officer, without personal liability of such officer; stating the amount to be amortized, providing back-up and affirming that such amount was paid for the equipment installed in the facility.

Section 29 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 Agreement 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

Agreement or by law despite any such forbearance or indulgence.

Section 30 Rights and Remedies Cumulative and Not Exclusive.
All rights and remedies granted to City herein and any other rights and remedies which City may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that City may have exercised any remedy without terminating this Agreement shall not impair City's rights thereafter to terminate or to exercise any other remedy herein wanted or to which City may be otherwise entitled.

Section 31 Headings and Construction of Agreement.
The headings of each session of this Agreement are for reference only. Unless the context of this Agreement 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. In the event of any conflict between this Agreement and any incorporated Attachments, the provisions of this Agreement shall control.

Section 32 Merger.
This Agreement, including any referenced Attachments, constitutes the entire Agreement between City and Contractor with respect to this subject matter, and supersedes all prior Agreements between City 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 Agreement.

Section 33 Modification.
A. Amendments. Unless stated otherwise in this Agreement no provision of final Agreement may be waived, modified, or amended except by written amendment signed by City and Contractor.
B. Communication. No act, conversation or communication with any officer, agent or employee of City, either before or after the execution of this Agreement, shall affect or modify any term or terminology of this Agreement and any such act, conversation or communication shall not be binding upon City or Contractor.

Section 34 Severability of Provisions.
Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent, jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement 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 Agreement 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.

Section 35 Performance and Payment Bonds.
Contractor shall furnish a Performance Bond and Payment Bond, to City on City furnished forms, executed by a Surety, in the amount of $250,000.00 this Contract guaranteeing Contractor’s faithful performance of each and every term of this Contract and all authorized changes thereto,

including those terms under which Contractor agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of worker required to perform under this Contract; guaranteeing the payment of all obligations as provided in Section 107.170 RSMo.; and guaranteeing the services and work against faulty workmanship and faulty materials.

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by Contractor shall be obtained from surety or insurance companies that are duly licensed in the State of Missouri and in the jurisdiction in which the Project is located, if not in Missouri, to issue Bonds or insurance policies for the limits and coverages so required. All surety and insurance companies shall hold an A.M. Best rating of A-, V, or better.

B. If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of Paragraph 5.01 B, Contractor shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.

Section 36 Binding Effect.

This Agreement shall be binding upon City and Contractor and their successors in interest.

Section 37 Representations and Warranties.

City and Contractor each certify that it has the power and authority to execute and deliver this Agreement, to use the funds as contemplated hereby and to perform this Agreement in accordance with its terms.

Section 38 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 (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Contractor may obtain additional information about E-Verify and enroll at https://www.e-verify.gov/. 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.

Section 39 Prevailing Wage.

A. Prevailing Wage.

1. Contractor shall comply and require its Subcontractors to comply with;

1. Sections 290.210 to 290.340, RSMo the State of Missouri Prevailing Wage Law (the "Law"); and
2. 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (the "Rules"); and
3. The Annual Wage Order (Wage Order) issued by the State of Missouri's Department of Labor and Industrial Relations; and
4. Any applicable Annual Incremental Wage Increase (Wage Increase) to the Annual Wage Order.

2. The Law, Rules, Wage Order and any Wage Increase are incorporated into and made part hereof this Contract and shall be collectively referred to in this Section as the "Prevailing Wage Requirements." In the event this Contract is renewed for an additional term, the Wage Order in effect as of the commencement date of the additional term, as amended by any applicable Wage Increase, shall be deemed incorporated herein and shall apply to and remain in effect for the duration of the additional term. The new Wage Order and any applicable Wage Increase shall govern notwithstanding the fact that the Wage Order being replaced might be physically attached to this Contract.
3. Contractor shall pay and require its Subcontractors to pay to all workers performing work under this Contract not less than the prevailing hourly rate of wages for the class or type of work performed by the worker in accordance with the Law, Rules, Wage Order and any applicable Wage Increase. Contractor shall take whatever steps are necessary to ensure that the prevailing hourly wage rates are paid and that all workers for Contractor and each of its Subcontractors are paid for the class or type of work performed by the worker in accordance with the Prevailing Wage Requirements.
4. Prior to each of its Subcontractors beginning Work on the Site, Contractor shall require each Subcontractor to complete City's Form 00490 entitled "Pre-contract Certification" that sets forth the Subcontractor's prevailing wage and tax compliance history for the two (2) years prior to the bid. Contractor shall retain one (1) year and make the Pre-contract Certifications available to City within five (5) days after written request.
5. Contractor shall keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's:
    1. Keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's "Daily Labor Force Report" Form indicating the worker's name, occupational title or classification group and skill and the workers' hours. City shall furnish blank copies of the Daily Labor Force Report Form to Contractor for its use and for distribution to Subcontractors. Contractor shall submit its and its Subcontractors Daily Labor Force Reports to City each day; and
    2. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in a format prescribed by the City, Certified Payroll Report Information indicating the worker's name, address, social security number, occupation(s), craft(s) of every worker employed in connection with the public work together with the number of hours worked by each worker and the actual wages paid in connection with the Project and other pertinent information as requested by the City; and

3. Submit and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in format prescribed by the City, a Payroll Certification. The Payroll Certification must be signed by the employee or agent who pays or supervises the payment of the workers employed under the Contract for the Contractor and each Subcontractor.
4. The Daily Labor Force Report, documents used to compile information for the Certified Payroll Report, and Payroll Certification are collectively referred to in this Section as the "Records."

6. Contractor shall make all of Contractor's and Subcontractors' Records open to inspection by any authorized representatives of City and the Missouri Department of Labor and Industrial Relations at any reasonable time and as often as they may be necessary and such Records shall not be destroyed or removed from the State of Missouri for a period of one (1) year following the completion of the public work in connection with which the Records are made. Contractor shall have its and its Subcontractors Certified Payroll Reports and Payroll Certifications available at the Contractor's office and shall provide the Records to the City electronically at City's sole discretion. In addition, all Records shall be considered a public record and Contractor shall provide the Records to the City in the format required by the City within three (3) working days of any request by City at the Contractor's cost. City, in its sole discretion, may require Contractor to send any of the Records directly to the person who requested the Record at Contractor's expense.
7. Contractor shall post and keep posted a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by Contractor and each of its Subcontractors in the performance of this Contract in a prominent and easily accessible place at the Site of the Work by all workers.
8. If the Contract Price exceeds $250,000.00, Contractor shall and shall require each Subcontractor engaged in any construction of public works to have its name, acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with the Project during the time the Contractor or Subcontractor is engaged on the project. The sign shall be legible from a distance of twenty (20') feet, but the size of the lettering need not be larger than two (2") inches. In cases where equipment is leased or where affixing a legible sign to the equipment is impractical, the Contractor may place a temporary stationary sign, with the information required pursuant to this section, at the main entrance of the Project in place of affixing the required information on the equipment so long as such sign is not in violation of any state or federal statute, rule or regulation. Motor vehicles which are required to have similar information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.
9. Contractor must correct any errors in Contractor's or any Subcontractors' Records, or Contractor's or any Subcontractors' violations of the Law, Rules, Annual Wage Order and any Wage Increase within fourteen (14) calendar days after notice from City.
10. Contractor shall and shall require its Subcontractors to cooperate with the City and the Department of Labor and Industrial Relations in the enforcement of this Section, the Law, Rules, Annual Wage Order, and any Wage Increase. Contractor shall and shall require its Subcontractors to permit City and the Department of Labor and Industrial Relations

to interview any and all workers during working hours on the Project at Contractor's sole cost and expense.

11. Contractor shall file with City, upon completion of the Project and prior to final payment therefore, affidavits from Contractor and each of its Subcontractors, stating that each has fully complied with the provisions and requirements of the Missouri Prevailing Wage Law. City shall not make final payment until the affidavits, in proper form and order, from Contractor and each of its Subcontractors, are filed by Contractor.

12. Contractor shall forfeit as a statutory penalty to the City one hundred dollars ($100.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the prevailing hourly rates for any work done under this Contract, by Contractor or by any of Contractor's Subcontractors. If Contractor or any of its Subcontractors have violated any section(s) of 290.210 to 290.340, RSMo, in the course of the execution of the Contract, City shall when making payments to the Contractor becoming due under this Contract, withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340, RSMo.

B. Prevailing Wage Damages.

Contractor acknowledges and agrees that, based on the experience of City, violations of the Missouri Prevailing Wage Act, whether by Contractor or its Subcontractors, commonly result in additional costs to City. Contractor agrees that additional costs to City for any particular violation are difficult to establish and include but are not limited to: costs of construction delays, additional work for City, additional interest expenses, investigations, and the cost of establishing and maintaining a special division working under the City Manager to monitor prevailing wage compliance.

1. In the event of the failure by Contractor or any of its Subcontractors to pay wages as provided in the Missouri Prevailing Wage Act, City shall be entitled to deduct from the Contract Price, and shall retain as liquidated damages, one hundred dollars ($100.00) per day, per worker who is paid less than the prevailing hourly rate of wages, to approximate the additional costs. The sum shall be deducted, paid, or owed whether or not the Contract Times have expired.

2. City shall give written notice to Contractor setting forth the workers who have been underpaid, the amount of the statutory penalty and the amount of the liquidated damages as provided for in this Subparagraph. Contractor shall have fourteen (14) calendar days to respond, which time may be extended by City upon written request. If Contractor fails to respond within the specified time, the City's original notice shall be deemed final. If Contractor responds to City's notice, City will furnish Contractor a final decision in writing within five (5) days of completing any investigation.

C. Excessive Unemployment.

1. Resident Laborers" means laborers who have been residents of the State of Missouri for at least thirty days and who intend to remain Missouri residents, and residents of Nonrestrictive States.

2. "Nonrestrictive States" means states identified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards that have not enacted state laws restricting Missouri laborers from working on public works projects. A list of

Nonrestrictive States can be found on the Division web site at http://www.dolir.mo.gov/ls/index.htm.

3. A period of Excessive Unemployment is declared when the Missouri Department of Labor and Industrial Relations Division of Labor Standards provides notice of such declaration. When in effect, notice will be provided on the Division web site at http://www.dolir.mo.gov/ls/index.htm. It is Contractor's obligation to determine whether a period of Excessive Unemployment is in effect when this Contract is let.
4. Contractor agrees to follow the provisions of Section 290.560 - 290.575 RSMo and agrees that if a period of Excessive Unemployment has been declared at any point during the term of this Contract, it will employ and require all Subcontractors of whatever tier to employ only Resident Laborers for the Work to be performed under this Contract. Provided, however, Contractor may use laborers who are not Resident Laborers when Resident Laborers are not available or are incapable of performing the particular type of work involved if Contractor so certifies in writing to City and City issues a written approval. This provision does not apply to regularly employed nonresident executive, supervisory or technical employees.

Section 40 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. 42. 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. 43. 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.

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. 44. 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).

IN WITNESS WHEREOF, the undersigned have executed this Agreement this day and year.

CONTRACTOR
THIS CONTRACT CONTAINS
INDEMNIFICATION PROVISIONS
CONTRACTOR

KANSAS CITY, MISSOURI

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

By: _____
Type Name Here
Title:
Contractor:

(Affix Corporate Seal)

Assistant City Attorney

By: _____
Manager of Procurement Services

Approved as to form:

_____

Assistant City Attorney

ATTACHMENT A

SCOPE OF WORK
TEMPORARY UTILITY SERVICES CONCESSION

Sec. 1 Scope of the Contract.

A. Use. This Contract is for use on events occurring at the Premises owned by the City's Convention and Entertainment Facilities Department. The Contract is for the Contractor to provide a "Turnkey" operation. The Contractor is responsible for performing each of the Contractual requirements either through its own work force or through qualified subcontractors. The Contractor shall be the sole point of contact point and be solely responsible for the proper functioning of the services and/or providing material required under this Contract.

B. Contractor's Exclusivity. Contractor shall have the exclusive right to provide the following Temporary Utility Services ("Temporary Utility Services") within the CEFD's Premises for events in the Premises:

1. VoIP Telephone Service;
2. Wired Internet and Networking Service;
3. Wireless Internet and Networking Service;
4. Electrical Power;
5. Domestic Cold Water and Wastewater Disposal;
6. Natural Gas (Low Pressure); and
7. Compressed Air

C. Exceptions to Exclusivity. Notwithstanding anything in this Contract to the contrary, Contractor's Concession Rights shall be subject to the following exceptions:

1. **Distributed Antenna System**. The Premises cellular "DAS" Distributed Antenna System is excluded from the Scope of Services. The Contractor will not perform any work related to the DAS System.
2. **Other Services.**
   - **(a)** Client/Lessee/Licensee may occasionally use standard 110-volt wall outlets, at the discretion of the City, without assistance or charges from Contractor.
   - **(b)** City reserves the right to allow Client/Lessees/Licensees of the Premises to use in-house service personnel for utility service connections when such action is deemed to be in the best interest of the City as determined by the City.
   - **(c)** The installation, maintenance, and operation of permanently installed utility services and fixtures such as electrical wall outlets, telecommunications and data connections, water fountains, kitchen utilities, restroom facilities, heating ventilation, air conditioning and sinks are excluded unless the Contractor(s) damages such fixtures during the performance of work defined in this Contract.
   - **(d) Reservation of rights.** The City specifically and exclusively reserves all rights to provide any equipment or service (including emerging technologies) that is not specifically contracted for as a result of this Contract.
   - **(e) City Sponsored Events.**

(1) Rights granted herein shall not be inferred, implied, or construed to prevent or prohibit the City from providing service to City events or City sponsored events.

(2) If City requires services in support of City events or City sponsored events at the Premises, then Contractor shall provide such Temporary Utility Services at no charge, except actual charges incurred by Contractor for equipment rental and/or labor, which shall be paid by City, at its option, in response to an invoice from Contractor.

(f) Suspension of Services. Contractor shall be required to suspend or modify its operations at the direction of City, if City determines it is in its best interest; provided, however, that none of Contractor's Equipment and/or labor shall be utilized by Clients/Lessees/Licensees of the City when Contractor is excluded from providing services.

Sec. 2 Services to be Performed by Contractor

A. Temporary Utility Services. Contractor shall provide sales and Temporary Utility Services at the Premises as the prices set by the Utilities Concessions Customer Price Sheet or approved by the City to Lessee/Licensee, Exhibitors, Clients, Attendees, for the following Temporary Utility Services:

1. VoIP Telephone Service;
2. Wired Internet and Networking Service;
3. Wireless Internet and Networking Service;
4. Electrical Power;
5. Domestic Cold Water and Wastewater Disposal;
6. Natural Gas (Low Pressure); and
7. Compressed Air

B. Inventory and Equipment

1. Contractor shall provide all necessary equipment and supplies needed to provide the Temporary Utility Services, and the maintenance and repair of the Premises.

2. Start-up Equipment. Contractor is responsible for obtaining, at Contractor's sole cost and expense, the equipment necessary to satisfy the requirements of this Contract. Contractor shall provide and install as necessary all equipment to allow compatibility between in-house service connections and Contractor equipment. All electrical equipment shall comply with all applicable City of Kansas City, Missouri standards, National Electric Code standards, Underwriters' Laboratory standards, and be compatible with building power. Contractor shall have sufficient quantities of the Service Equipment available to satisfy a 2,000 (10'x10') booth trade show which utilizes 70% of all meeting rooms, ballrooms, general assembly halls, and registration areas.

3. Facility Equipment Maintenance. Contractor is responsible for the general maintenance and care of utility boxes within the exhibition area of the City Premises. This includes, but is not limited to, the monitoring of utility covers, elimination of debris caused by Contractor and the repair/replacement of minor problems or damage as designated by the City (i.e., blown fuses, broken face plates, broken valves). Contractor shall be entitled to no additional compensation, even if damages are not

caused by Contractor. Contractor must get City approval before proceeding with repairs.

4. **Damaged or broken equipment**. Any property of the City damaged or broken by the Contractor will be the sole responsibility of Contractor to replace or reimburse the City at the discretion of the City at the current replacement cost.
5. **Removal.** Contractor shall not remove any article, piece of equipment, or other items furnished by City, for any reason, without the prior, express written permission of the Director.

C. Scheduling and Electronic Ordering of Services

1. Contractor agrees to provide all required services in accordance with the Contract when any event or attraction is scheduled within the Premises. The Contractor agrees services will be available twenty-four (24) hours per day, seven (7) days per week, or as needed to service clients.
2. **Electronic Ordering of Services.** Contractor, upon inception of this Agreement, must be able to receive orders for services via the internet through a secure website owned by the Contractor.
3. **Credit Card Transactions.** Contractor must accept credit cards and all credit card transactions must be PCI compliant.
4. **City Approved Pricing**. Contractor must post City approved prices on all order forms for both advance orders and floor orders.

D. Event Related Services

1. **Meetings.** Contractor understands and acknowledges that, due to the nature of the convention and entertainment business, it will be necessary for Contractor to be available to meet with Clients to plan their needs and services at Convention Facilities. Contractor hereby agrees that it will attend any such meeting with Clients or potential Clients of the City's Premises upon City's request with no compensation due the Contractor.
2. **Service Desk**
   (a) Contractor shall provide a Service Desk for the Clients which is to be staffed during all booked events for move-in, open and move-out times. Contractor shall locate a Service Desk during the event period at all times and in a location that is mutually agreed to by the Contractor, Client, and the City.
   (b) Contractor agrees the Service Desk will be staffed at all times by a trained professional skilled in customer relations. The Service Desk Person shall serve:
      (1) As the principal technical person for all Contractor orders and issues,
      (2) As a point of contact for Clients on all issues.
3. **Access to Premises**.
   (a) Event Access. Contractor shall be entitled to a reasonable number of employees and officers on the Premises to adequately service Clients, exhibitors, Attendees, and the public working or attending events. Contractor's employees will be allowed free access to their assigned areas within the Premises, in accordance with security regulations established by the City. City reserves the right to designate a specific entrance he used by all Contractor's employees. Depending on the nature of the event activity this designated entrance may change from time to time. Director

reserves the right to deny entry to any person employed by Contractor in the exercise of this agreement.

4. **Event Related Issues**
   - **(a)** The Contractor's personnel shall be responsible for contacting the City representative in a timely manner of any event related issues, problems, or requests that are the City's responsibility. No wiring or plumbing installation shall extend across the pedestrian aisles unless absolutely necessary to service the Client /Lessee/Licensee and it is approved by the City. The City retains the right to direct the Contractor(s) to cross an aisle or to refuse to cross an aisle.
   - **(b) Unsafe Installations**. The Contractor shall monitor all Client/Lessee/Licensee installations during the event period to insure against unsafe and hazardous connections made by Contractor or Client. If such, connections are noticed, Contractor shall be immediately resolve the unsafe situation.
   - **(c) Removal of Equipment**. Contractor shall immediately remove all temporary equipment at the conclusion of each event and return the Premises to its original condition.
   - **(d) Event related maintenance and repair**. The City may from time to time also require the services of the Contractor to perform event-related maintenance and repair services on a time and material basis at the hourly rate set forth in in the Utilities Pricing Attachment. All of these services shall be approved by City in writing prior to Contractor performing the work.
5. **Work Orders**
   - **(a)** Contractor will receive work orders by telephone or electronic communication from the City to perform event related maintenance and repair work.
   - **(b)** Contractor shall submit a not-to-exceed price proposal (including material cost and the number of estimated work hours) for all work and City shall approve the Project Proposal in writing prior to Contractor performing the work.
   - **(c)** City reserves the right to establish the timeframe in which all work will be done, including in emergencies.
   - **(d) All work shall be performed by the Contractor at the hourly rate set forth in the Pricing of Services Attachment and charges for parts and materials used shall be Contractor's cost, plus additional amount not to exceed 10%.**

Year 1	**$92.00**
Year 2	**$92.25**
Year 3	**$92.50**
Year 4	**$92.75**
Year 5	**$93.00**
Year 6	**$93.25**
Year 7	**$93.50**

   - **(e)** Unless approved by the City, all materials shall be new.
   - **(f)** Contractor shall endeavor to acquire materials at the lowest prices available. Contractor shall include in their Project Proposals any "green, eco-friendly or sustainable" products.

(g) Contractor shall purchase only materials that can reasonably be anticipated as necessary to accomplish each Work Order. Excess useable materials shall be credited to the City.

(h) Unless approved by the City, no reimbursement will be made for delivery fees.

(i) City may specify specific products or manufacturers.

(j) All warranties and guarantees shall expressly run to the benefit of City.

(k) If required by City, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

(l) All materials shall be stored, applied, and used in accordance with instructions of the applicable supplier.

(m) All materials and workmanship shall be guaranteed for a period of one (1) year from the date of acceptance.

(n) Rental Equipment. Unless approved by the City, Contractor will not be reimbursed for rental equipment.

(o) Stop Work Orders

- **(1)** The City reserves the right to verbally order that all work cease on a project at any time.
- **(2)** The City will be obligated to pay for supplies used and service performed up to the stop work order.

(p) Invoices

- **(1)** Contractor shall invoice the City for each completed Work Order referencing Purchase Order Number.
- **(2)** Invoices must include but not be limited to the following information:
  - **(a)** Work/Task Order Number if applicable.
  - **(b)** Description of Work performed with exact location(s) including Building Location.
  - **(c)** Total hours worked by person by hourly rate.
  - **(d)** Itemized costs of all materials showing cost to Contractor and cost with mark-up applied, as applicable.
  - **(e)** Total of all itemized costs and when applicable, the lump sum not-to-exceed proposed costs.
  - **(f)** Copies of material invoices for the Contractor's suppliers for all materials, suppliers used.
  - **(g)** Landfills receipts, if applicable. Reimbursement for landfill fees shall be at the Contractor's cost plus 10%.

(q) Use of the Site. During execution of Work, all areas of all buildings shall remain occupied except those where work is actually being performed.

- **(1)** Contractor shall confine Contractor's equipment, the storage of materials and equipment, and the operations of workers to the site and other areas identified in and permitted by the City.
- **(2)** Contractor shall not unreasonably encumber the site and the other areas with equipment or other materials or equipment.
- **(3)** Contractor shall assume full responsibility for any damage to the site or the other areas.

(4) During the progress of the work, Contractor shall keep the site and the other areas free from accumulations of waste materials, rubbish and other debris resulting from the work.

(r) Maintenance Record

(1) Contractor shall maintain an individual record of maintenance and repair performed for each Facility. This record shall include the applicable Facility Name, Building Location, date of services, applicable Work Order number, name of employee(s) that performed in/on the building, and major components replaced.

(2) This record will serve as a permanent record of service and shall be submitted with invoice.

Sec. 3 Personnel

A. Qualifications and Conduct.

1. Certification. Contractor shall employ, train, and supervise personnel with appropriate qualifications and experience and in sufficient numbers to provide all services required under this Agreement. Specifically, Contractor shall provide certified electricians, plumbers, and such other licensed professionals as are needed to successfully and legally satisfy the requirements of this Agreement. Each employee of the Contractor who provides temporary utility installation services shall meet the current licensing requirements of the City of Kansas City, Missouri. Contractor and employees shall be responsible for paying all applicable social security, unemployment, workers' compensation, and other employment taxes. Personnel must include skilled labor to setup, dismantle and move equipment as needed.

2. Conduct

(a) When any employee of Contractor conducts himself in an improper, offensive or disrespectful manner, and fails to observe the standards set for all personnel, upon request of the Director, and/or his/her designee, such employee may be removed from the Premises.

(b) Contractor's employees shall furnish good, prompt and efficient service adequate to meet the demands of all users of the Premises. All personnel shall conduct themselves in a first-class manner in accordance with the best practices in the hospitality industry.

3. Attire. All personnel employed by Contractor shall be neat, clean, and courteous at all times, shall abide by all applicable laws and the Premises rules and regulations and shall wear appropriate uniforms and a badge with the employee name or number legibly imprinted. The type and design of the uniforms and identification badges are subject to the approval of the Director.

B. On Site Supervision

1. On-Site Manager

(a) The Contractor(s) shall employ, at all times during the term of the Agreement, an active, qualified, competent and experienced manager who is satisfactory to the

City, available to manage the Contractor'(s) operations and empowered to represent and act for the Contractor(s) in matters pertaining to day-to-day operations under this Agreement. The Contractor(s) shall also provide 30-day written notice, when possible, to the City of any changes as to the identity and 24-hour telephone number(s) of its Manager. If at any time the City finds that the Manager or his/her alternate is unsatisfactory, the Contractor(s) shall replace him/her with one who is satisfactory to the City within ten (10) days.

(b) The On-Site Manager will be Contractor's representative at the Premises and shall have authority to act on behalf of Contractor.

(c) All communications given to or received from the On-Site Manager shall be binding on the Contractor.

(d) If it is determined to be in the best interest of the City, Contractor shall replace the On-site manager, or any other employee of the Contractor, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.

2. **Master Electrician.** The Contractor(s) shall employ a Master Electrician, who will have the ultimate responsibility to determine that all electrical equipment installations and services provided the Master Electrician complies with applicable laws, administrative and safety codes.

3. **Journeyman Plumber.** The Contractor(s) shall employ a journeyman plumber, licensed by the State of Missouri and registered with the City of Kansas City, Missouri, who will have the ultimate responsibility to determine that all plumbing equipment, installations and services provided comply with applicable laws and administrative and safety codes.

Sec. 4 Advertising.

A. Advertising Rights. All advertising on Premises belongs to the City. Contractor shall not advertise on the Premises without the prior written approval of the Director of Conventions and Entertainment Facilities.

B. Logo. Contractor shall not use the name or logo of the Premises on any material without the written approval of the Director of Conventions and Entertainment Facilities. City may require Contractor to use specially designed logo on order forms, uniforms etc.

C. Signage. Contractor agrees that no signs, advertising displays, or exterior decorations shall be painted on or erected in any manner upon the Premises without the prior written approval of City. All such signs shall conform to reasonable standards established by City with respect to wording, type, size, design, color and location. A concise written description of signage, along with a brief artist's rendering and proposed color scheme shall be submitted to City for review and approval.

Sec. 5 Cancellation, Termination, or Interruption of Event

A. Contractor agrees that the City has the absolute right, in its sole discretion, to cancel, interrupt or terminate events at the Premises for any reason and any event (public or

private) and Contractor shall not be entitled to any compensation regardless of any and all expenses incurred by Contractor.

B. Contractor agrees that Clients may cancel, interrupt, or terminate their events at the Premises. Contractor shall not be entitled to any compensation regardless of any and all expenses incurred by Contractor.

C. Contractor hereby agrees that it will not make any claim for damages, against City, arising out of any cancellation of events or termination of services (by either City or Clients) or for any lawful act of the City, its officers, agents, employees, or representatives.

Sec. 6 Site Inspections. The City reserves the right to make site inspections at any time on an unannounced basis for the purpose of verifying Contractor's compliance with the provision scope of services.

Sec. 7 Use of Premises.

A. Contractor shall have the right to the peaceful use of Premises as set forth in this Agreement and in accordance with applicable laws and regulations.

B. If Contractor's use of the Premises is disrupted during the term of this Agreement by remodeling or the construction of additional facilities, City shall not be liable to Contractor for any damages sustained by Contractor as a result of the remodeling or construction of additional facilities.

C. Conduct of Other Business. Contractor shall use Premises solely for the transaction of business that is directly related to the obligation(s) of this Agreement. Premises shall not be used for sales or any other services as part of or related to any other business owned, operated, or in which Contractor participates.

D. Accepting of Premises. Contractor shall accept the Premises in an "as is" condition and keep clean and orderly all assigned areas, temporary or permanent including loading docks. Contractor is responsible for accepting all deliveries to and/or for Contractor's operation and, to the extent possible, shall schedule deliveries to occur outside event activities that are scheduled within the Premises.

Sec. 8 Premise Damage/Repair

A. Repair. The Contractor shall be responsible for and repair all damage to Premises due to carelessness of employees under their employment or direction, and exercise reasonable care to avoid any damage to the City property. The Contractor will report to the City any damage which may exist or may occur during the occupancy thereof. All repairs to be scheduled must be approved in writing by the Director.

B. Notification. Contractor shall give City immediate notice followed by formal written notice of any fire or damage occurring to the Premises and a copy of all notices by Contractor of any claim for bodily injury occurring within the building/Premises.

Sec. 9 Maintenance. The Contractor must schedule maintenance with the CEF representative to avoid service interruptions during peak periods.

Sec. 10 Utilities and Environmental

A. Utilities

1. **Use.** Contractor shall use reasonable care to avoid waste of utilities and energy. Contractor will cease use of equipment, materials or processes which violate contamination or pollution control ordinances, and regulations of governmental agencies authorized to issue or monitor it. City shall be responsible for maintaining sewer lines, unless Contractor's negligence shall have been the cause necessitating such maintenance, repair, or replacement.

B. Environmental

1. **Hazardous Materials**. Contractor shall not store, use or dispose of any hazardous materials on the Premises, except those used in the ordinary course of normal retail operations, unless Contractor first secures the written authorization of City. Contractor agrees to comply with all applicable laws and regulations and any reasonable conditions City may impose, including the submission to City of all Material Safety Data Sheets (MEM) for the hazardous materials to be used and/or stored.
2. **Environmental Remediation**. City acknowledges and warrants that Contractor shall not be liable for or required to remove, remediate and/or manage any hazardous substance located on any portion of the Premises, or coming on the Premises from sources off the Premises, except for any hazardous substances resulting solely and directly from Contractor's activities under this Agreement.
3. **Recycling Program**. Contractor agrees to cooperate with any recycling program instituted by the City.

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ATTACHMENT B

UTILITIES CUSTOMER CONCESSION PRICE SHEET

Internet Services - Incentive - Services Placed up to 14 days, Base - Inside 14 days until 1st day of show, Onsite - Anytime during event days.

Basic Internet

SVC Code	Product Description	Incentive	Base	Onsite
BIPI	Broadband Internet Service, 1.5Mbps Burstable to 3Mbps per Device, DHCP	$895.00	$1,140.00	$1,368.00
BIPI-IP	Additional Device for Broadband Service, Per Device up to 4	$185.00	$220.00	$255.00

Dedicated Internet

SVC Code	Product Description	Incentive	Base	Onsite
TTS-03	3 Mbps Dedicated Bandwidth	$3,495.00	$4,370.00	$5,244.00
TTS-06	6 Mbps Dedicated Bandwidth	$5,900.00	$7,375.00	$8,850.00
TTS-10	10 Mbps Dedicated Bandwidth	$7,850.00	$9,810.00	$11,772.00
TTS-15	15 Mbps Dedicated Bandwidth	$11,700.00	$14,630.00	$17,556.00
TTS-20	20 Mbps Dedicated Bandwidth	$15,500.00	$19,380.00	$23,256.00
TTS-25	25 Mbps Dedicated Bandwidth	$19,250.00	$24,060.00	$28,872.00
IP-20	Upgrade to 29 Public/Static IP Addresses	$995.00	$1,194.00	$1,433.00

Services

SVC Code	Product Description	Incentive	Base	Onsite
SW	Switch Rental - Up to 24 ports	$185.00	$225.00	$270.00
PC	Patch Cable - Up to 50ft - Cat5e	$50.00	$62.00	$74.00
FW-N	Labor/Floor work for Network Services	$125.00	$125.00	$125.00
DF-N	Distance Fee - Network Services	$500.00	$625.00	$750.00

Telephone Services - Provided via Voice over IP.

Phone

SVC Code	Product Description	Incentive	Base	Onsite
SL-UNR	Single Line W or W/O instrument	$275.00	$345.00	$414.00
ML-UNR	Multi-Line Phone w/1 main number and 1/rollover line	$415.00	$520.00	$624.00
PL-UNR	Speaker Phone line with Polycom Instrument	$465.00	$575.00	$690.00
DF-T	Distance Fee each Telephone line delivered outside facility	$100.00	$100.00	$100.00

Electrical Services - Duplex Outlets (120Volts up to 2000 Watts) Includes labor & materials for each service indicated on the floorplan.

120 Volt

Service Code	Product Description	Incentive	Base
S120-1-010-K	120 Volt Outlet 0-1000 Watts	$115.00	$150.00
S120-1-015-K	120 Volt Outlet 1001-2000 Watts	$159.00	$207.00
S120-1-020-K	120 Volt Dedicated 20 Amp	$165.00	$190.00
S120-1-030-K	120 Volt Dedicated 30 Amp	$185.00	$210.00

208V 1 Phase

Service Code	Product Description	Incentive	Base
S208-1-020-K	208V AC, 20 Amp, Single Phase	$306.00	$400.00
S208-1-030-K	208V AC, 30 Amp, Single Phase	$380.00	$432.00
S208-1-060	208V AC, 60 Amp, Single Phase	$632.00	$821.00
S208-1-100	208V AC, 100 Amp, Single Phase	$935.00	$1,216.00
S208-1-150	208V AC, 150 Amp, Single Phase	$1,377.00	$1,790.00
S208-1-200	208V AC, 200 Amp, Single Phase	$1,642.00	$2,134.00

208V 3 Phase

Service Code	Product Description	Incentive	Base
S208-3-020	208V AC, 20 Amp, Three Phase	$414.00	$537.00
S208-3-030	208V AC, 30 Amp, Three Phase	$547.00	$575.00
S208-3-060	208V AC, 60 Amp, Three Phase	$587.00	$667.00
S208-3-100	208V AC, 100 Amp, Three Phase	$1,425.00	$1,853.00
S208-3-150	208V AC, 150 Amp, Three Phase	$1,993.00	$2,591.00
S208-3-200	208V AC, 200 Amp, Three Phase	$1,025.00	$4,428.00

	Service Code	Product Description	Incentive	Base
480V 3Phase	S480-3-020	480V AC, 20 Amp, Three Phase	$739.00	$987.00
	S480-3-030	480V AC, 30 Amp, Three Phase	$971.00	$1,262.00
	S480-3-060	480V AC, 60 Amp, Three Phase	$2,161.00	$2,809.00
	S480-3-100	480V AC, 100 Amp, Three Phase	$3,418.00	$4,444.00
	S480-3-150	480V AC, 150 Amp, Three Phase	$5,037.00	$6,548.00
	S480-3-200	480V AC, 200 Amp, Three Phase	$6,636.00	$8,626.00
	S480-3-400	480V AC, 400 Amp, Three Phase	$6,900.00	$11,050.00

ATTACHMENT C

Capital Improvement equipment listing

Part Number	Description	Qty
FPR1120-NGFW-K9	Cisco Firepower 1120 NGFW Appliance, 1U	2
CON-SNTE-FRP11209	SNTC-8X5X4 Cisco Firepower 1120 NGFW Appliance, 1U	2
L-FPR1120T-TMC-3Y	Cisco FPR1120 Threat Defense Threat, Malware and URL 3Y Subs	2
L-FPR1120-P-3Y	Cisco Defense Orchestrator for Firepower 1120 3yr subscr	2
C9800-40-K9	Cisco Catalyst 9800-40 Wireless Controller	2
CON-SNTE-C98004KA	SNTC-8X5X4 Cisco Catalyst 9800-40 Wireless Controller	2
C9800-AC-750W-RED	Cisco Catalyst 9800-40 750W AC Power Supply	2
C9300X-48HX-E	Catalyst 9300 48-port mGig UPoE+, Network Essentials	56
PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply	56
C9300-DNA-E-48-3Y	C9300 DNA Essentials, 48-port - 3 Year Term License	56
C9300X-NM-8Y	Catalyst 9300 8 x 10G/25G Network Module SFP+/SFP28	56
C9136I-B	Cisco Catalyst 9136I Series, Internal Antennas, -B Regulator	56
CW9164I-B	Catalyst 9164I AP (W6E, tri-band 4x4) w/Reg-B	80
CW9166D1-B	Catalyst 9166D1 AP (W6E, tri-band 4x4, XOR) w/Reg-B	171
C9130AXE-STA-B	Cisco Catalyst 9130AXE w/Stadium Antenna, -B reg domain	151
C-ANT9104	2.4/5 GHz Directional Antenna, 8-port, DART, Self ID	151
C9606R	Cisco Catalyst 9600 Series 6 Slot Chassis	2
CON-L1NBX-C9606R	CX LEVEL 1 8X5XNBD Cisco Catalyst 9600	2
C9600X-SUP-2	Cisco Catalyst 9600 Series Supervisor 2 Module	2
C9600-LC-48TX	Cisco Catalyst 9600 Series 48-Port Copper	2
C9600X-LC-56YL4C	Cisco Catalyst 9600 Series 56-Port 10G/25G/50G, 4-Port 100G	2
C9600X-LC-56YL4C	Cisco Catalyst 9600 Series 56-Port 10G/25G/50G, 4-Port 100G	2
C9600X-LC-56YL4C	Cisco Catalyst 9600 Series 56-Port 10G/25G/50G, 4-Port 100G	2
C9600-PWR-2KWAC	Cisco Catalyst 9600 Series 2000W AC Power Supply	8
C9600-DNX-A-3Y	C9600 Adv software subscription, Chassis, 3Yr Lic	2
CON-L1SWX-96DNXA3Y	CX LEVEL 1 SW C9600 DNA Advantage	2
C9200CX-8UXG-2X-E	Catalyst 9000 Compact Switch 8-Port UPoE with 4xmGig,240W,E	10
C9200CX-DNAE8-3Y	C9200CX Cisco DNA Essentials, 3Y Term License, 8P	10

C9105AXW-B	Cisco Catalyst 9105AX Series-Wallplate	15

CW-MNT-ART2-00	Articulating AP Arm	5

CW-ACC-GPS1=	Catalyst Wireless GPS/GNSS Module, USB	60

9PX 9PX11K	Eaton 9PX UPS management unit	1
9PX 9PXEBM240RT	Eaton 9PX Extended Battery Module	4
MBP11K208	Eaton 9PX Maintenance Bypass module	1
Maintenance	5-year upgrade plan Onsite/Next Day Resp.	4
Warranty	Eaton Extended Warranty	1

PDU	Eaton Heavy-Duty PDU P	20

Power Dist. Unit	Pulizzi Z-Line T2235-3209	1

Mikrotik	MIK-CCR2216-1G-12XS-2XQ	4

Eaton	Eaton G4	2