

STANDARD CITY CONTRACT

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

CONTRACT NO.: EV2852

TITLE/DESCRIPTION: Convention Labor and Event Support

THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY"), and Aramark Sports and Entertainment Services LLC ("CONTRACTOR").

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

- (a) this Contract;
- (b) CONTRACTOR's Proposal dated July 12th 2021 that is incorporated into this Contract by reference;
- (c) CITY's RFP No. EV2852 that is incorporated into this Contract by reference;
- (d) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents."

Attachment A- Scope Of Work

Attachment B- Pricing

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

- (a) Initial Term. The initial term of this Contract shall begin on February 4, 2022 and shall end on February 3, 2023. 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 term, the CITY, in its sole discretion, may renew this Contract for up to five (5) additional one (1) year terms. Prior to the expiration of each one year term, the CITY will provide a minimum of ninety (90) days written notice to CONTRACTOR of the CITY's decision of whether to renew the Contract for an additional one year period or the CITY's need for CONTRACTOR to work during the Transition Term. If the CITY fails to timely provide CONTRACTOR with ninety (90) days written notice of the CITY's decision, CONTRACTOR will immediately contact CITY and request CITY's decision on the Renewal Term or Transition Term and the CITY shall still have the right to renew the Contract of an additional term.

- (c) Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

Sec. 3. Compensation.

- A. CITY shall pay CONTRACTOR on the following basis: Attachment A: Scope of Work and Attachment B: Pricing.
- B. CONTRACTOR shall bill the City, in a form acceptable to the City, on the following basis: Attachment B: Pricing.
- C. CITY shall order all services to be provided by CONTRACTOR under this Contract by means of a Purchase Order issued by the CITY's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. CITY shall not have any financial obligations to CONTRACTOR under this Contract until the CITY issues a Purchase Order to CONTRACTOR. CONTRACTOR shall not provide any services in excess of the dollar amount contained in any Purchase Order and CONTRACTOR shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from CITY.
- D. CONTRACTOR shall be the exclusive provider of staffing for events at the Convention and Entertainment Facilities described herein and CITY may not purchase any services provided by CONTRACTOR from any other business.

Sec. 4. Effective Date of Contract.

- (a) Notwithstanding Section 2 of this Contract, neither party has any obligation under this Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.
- (b) The date of the first Purchase Order issued by the CITY is the effective date of this Contract.
- (c) The date of the first Purchase Order issued by the CITY after the CITY renews this Contract shall be the effective date of the renewal term or transition term.

Sec. 5. Invoices.

- (a) CONTRACTOR shall submit to CITY a request for payment (hereinafter "Invoice") for services performed in sufficient detail for the CITY to determine that the amount CONTRACTOR is requesting is in fact due and payable.
- (b) CITY shall not pay any Invoice from CONTRACTOR unless CONTRACTOR is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by CITY as a result of breach or default by CONTRACTOR, CITY

may withhold payment(s) to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to CITY from CONTRACTOR may be determined.

- (c) CITY shall not process CONTRACTOR's Invoice unless CONTRACTOR's Invoice is in proper form, correctly computed, and is approved by CITY as payable under the terms of this Contract.
- (d) CITY is not liable for any obligation incurred by CONTRACTOR except as approved under the provisions of this Contract.
- (e) If CONTRACTOR is required to meet MBE/WBE goals for this Contract, CONTRACTOR shall not submit an Invoice to the City unless CONTRACTOR's Invoice is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted by CONTRACTOR to the City's Human Relations Department. CONTRACTOR shall remain current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports. CITY shall not pay CONTRACTOR's Invoice unless CONTRACTOR is current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports.

Sec. 6. Representations and Warranties of CONTRACTOR. CONTRACTOR hereby represents and warrants to the CITY the following:

- (a) CONTRACTOR is in good standing under the laws of the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on CONTRACTOR's ability to perform this Contract in accordance with its terms.
- (b) The execution, delivery and performance by CONTRACTOR of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of CONTRACTOR's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to CONTRACTOR or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which CONTRACTOR is a party or by which it or its properties may be bound or affected.
- (c) CONTRACTOR shall not enter into any contract for the services to CITY that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.
- (d) There is no litigation, proceeding or other investigation pending or, to the knowledge of CONTRACTOR, threatened against CONTRACTOR which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on CONTRACTOR.

Sec. 7. Survival of the Representations, Warranties and Covenants. All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

Sec. 8. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The CITY and CONTRACTOR: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

Sec. 9. Termination for Convenience. CITY may, at any time upon ninety (90) days written notice to CONTRACTOR specifying the effective date of termination, terminate this Contract, in whole or in part.

Sec. 10. Default and Remedies.

- (a) If CONTRACTOR shall be in default or breach of any provision of this Contract, CITY may terminate this Contract, suspend CITY's performance, withhold payment or invoke any other legal or equitable remedy after giving CONTRACTOR twenty (20) days written notice and opportunity to cure such default or breach.
- (b) If CITY shall be in default or breach of any provision of this Contract, CONTRACTOR may terminate this contract or suspend CONTRACTOR's performance after giving CITY twenty (20) days written notice and opportunity to cure such default or breach.

Sec. 11. Waiver. Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 12. Acceptance. No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

Sec. 13. Records.

- (a) For purposes of this Section:
 - 1. "CITY" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.
 - 2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

- (b) CONTRACTOR shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. CITY shall have a right to examine or audit all Records, and CONTRACTOR shall provide access to CITY of all Records upon ten (10) days written notice from the CITY.
- (c) The books, documents and records of CONTRACTOR in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract within ten (10) days after the written request is made.

Sec. 14. Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD 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 HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years.
- (b) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (c) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD 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 HRD within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 15. Tax Compliance. If the CITY's payments to CONTRACTOR exceed \$160,000.00 for the period of May 1st through April 30th, CONTRACTOR shall provide proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a precondition to the CITY making the first payment under this Contract. CONTRACTOR also shall submit to the CITY proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a condition precedent to the CITY making final payment under the Contract.

Sec. 16. Buy American Preference. It is the policy of the CITY that any manufactured goods or commodities used or supplied in the performance of any CITY Contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

Sec. 17. Notices. All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to the CITY: City of Kansas City, Missouri
 Attention: Darrell Everette, CPSM, MBA, CJP, Acting Manager
 Procurement Services Division
 414 East 12th Street, 1st Floor, Room 102 W
 Kansas City, Missouri 64106
 Telephone: (816) 513-0798
 Facsimile: (816) 513-1066

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

If to the CONTRACTOR: Aramark Sports and Entertainment Services, LLC
 2400 Market Street
 Philadelphia, PA 19103
 Attention: Vice President, Finance
 Telephone: (215) 238-3251
 Tracy-Katherine@aramark.com

Sec. 18. General Indemnification.

- (a) For purposes of this Section only, the following terms shall have the meanings listed:
1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the CITY in the enforcement of this indemnity obligation.
 2. CONTRACTOR's Agents means CONTRACTOR's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
 3. CITY means CITY, its Agencies, its agents, officials, officers and employees.
- (b) CONTRACTOR's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of CITY, shall be limited to the coverage and limits of insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.
- (c) CONTRACTOR shall defend, indemnify, and hold harmless CITY from and against all third party claims arising out of or resulting from any negligent acts or omissions in connection with this Contract, caused in whole or in part by CONTRACTOR or CONTRACTOR's Agents, except to the extent claims arise out of or result from any negligent or other wrongful acts or omissions caused in whole or in part by the CITY. In the event of a good faith dispute between the parties concerning their respective, comparative fault for a third party claim subject to the provision of this paragraph, CONTRACTOR, upon written notice from CITY, shall undertake the defense of such claim notwithstanding such dispute; provide, however, that in doing so, CONTRACTOR shall not relinquish, but shall retain and reserve, its right to seek contribution or other relief from CITY in respect to the CITY's comparative fault in connection with such matter.
- (d) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 19. [RESERVED]

Sec. 20. Insurance.

- (a) CONTRACTOR shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. CONTRACTOR must have:
1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
 - b. Contractual Liability
 - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
 - d. No Contractual Liability Limitation Endorsement
 - e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent. Aramark reserves the right, at its sole discretion, to use any form of manuscript insurance policy or endorsement that will appropriately cover risks of loss.
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.
- (b) All insurance policies required in this Section shall provide that notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards, and will be delivered, as applicable, in accordance with policy provisions.
 - (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. Any insurance coverage (additional insured or otherwise) that CONTRACTOR provides for the additional insureds shall only cover insured liability assumed by CONTRACTOR in this Contract; such insurance coverage shall not otherwise cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the additional insureds.
 - (d) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of "A-V" or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.
 - (e) Regardless of any approval by CITY, CONTRACTOR shall maintain the required insurance coverage in force at all times during the term of this Contract. CONTRACTOR's failure to maintain the required insurance coverage will not relieve CONTRACTOR of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event CONTRACTOR fails to maintain the required insurance coverage in effect, CITY may declare CONTRACTOR in default.

- (f) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 21. Interpretation of the Contract.

- (a) CITY selected CONTRACTOR through a negotiated procurement process rather than an Invitation for Bids (IFB) solicitation. Unlike the IFB, this process allows the CITY and CONTRACTOR to discuss and negotiate a contract at arms length prior to entering a final contract that is acceptable to both the CITY and the CONTRACTOR. After negotiation and discussion, CONTRACTOR and CITY have incorporated multiple documents into this Agreement and the meaning of some of the words used in the Agreement may be uncertain, incomplete or duplicative and the Agreement may promise something at one place and take that promise away at another. In sum, the Agreement may contain words and provisions that are susceptible of more than one meaning so that reasonable persons of average intelligence may fairly and honestly differ in their construction of the words and provisions. CITY and CONTRACTOR agree that to the extent that they cannot mutually resolve any disagreements as to the meaning of this Contract or an ambiguity in this Contract, the parties shall submit such disagreement and/or ambiguity to a mutually agreed upon arbitrator, the Federal Mediation and Conciliation Service shall be asked to submit a panel of seven (7) from which the arbitrator will be selected by alternate strike-offs. Either party may reject the first panel submitted prior to making any strike-off.
- (b) CONTRACTOR acknowledges and agrees that the CITY has provided CONTRACTOR with an opportunity to have CONTRACTOR's attorney review and advise CONTRACTOR on the Agreement and any potential ambiguities or areas of disagreement and the potential adverse legal consequences of CONTRACTOR agreeing to this Section as well as the entire Agreement. CONTRACTOR certifies that CONTRACTOR has provided the CITY written notice of all ambiguities, conflicts, errors or discrepancies that it has discovered in the Agreement and the written resolution thereof by the CITY as embodied in this final Agreement is acceptable to CONTRACTOR.
- (c) CONTRACTOR certifies that CONTRACTOR has either (1) waived its right to have CONTRACTOR's attorney review this Section and Agreement; or (2) CONTRACTOR has consulted with an attorney on this Section and Agreement.
- (d) CONTRACTOR knowingly and voluntarily agrees to this Section and the entire Agreement. CONTRACTOR certifies that this contract was not procured by fraud, duress or undue influence.

Sec. 22. Contract Execution. This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

Sec. 23. Guaranteed Lowest Pricing. CONTRACTOR certifies that this Contract contains CONTRACTOR's lowest and best pricing for all services supplied by CONTRACTOR to any government, governmental entity, political subdivision, city, state, school district or any other public entity in the United States as of the date of this Contract in the Kansas City Metropolitan geographical area.

Sec. 24. Assignability and Subcontracting.

- (a) Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. CONTRACTOR is authorized to assign the Contract to an affiliate or subsidiary without the CITY's prior written consent, provided the CONTRACTOR shall remain liable for all liabilities and obligations under the Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.

- (b) Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 25. Professional Services – Conflict of Interest Certification. If this Contract is for professional services other than for medical doctors or appraisers, CONTRACTOR certifies that CONTRACTOR is not an expert witness for any party in litigation against the CITY at the time of the issuance of this Contract.

Sec. 26. Intellectual Property Rights. CONTRACTOR agrees, on its behalf and on behalf of its employees and agents, that it will promptly communicate and disclose to CITY all computer programs, documentation, software and other copyrightable works ("copyrightable works") conceived, reduced to practice or made by CONTRACTOR or its agents, whether solely or jointly with others, during the term of this Contract resulting from or related to any work CONTRACTOR or its agents may do on behalf of CITY or at its request. All inventions and copyrightable works that CONTRACTOR is obligated to disclose shall be and remain entirely the property of CITY. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of CITY. CONTRACTOR hereby assigns to CITY any rights it may have in such copyrightable works. CONTRACTOR shall cooperate with CITY in obtaining any copyrights or patents.

Sec. 27. Minority and Women's Business Enterprises. CITY is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of

CITY contracts. If M/WBE participation goals have been set for this Contract, CONTRACTOR agrees to comply with all requirements of City's Minority and Women's Business Enterprise Program as enacted in CITY'S Code Chapter 3 Sections 3-421 through 3-469 and as hereinafter amended. CONTRACTOR shall make its good faith efforts in carrying out this policy by implementing its Contractor Utilization Plan, which is attached as **Attachment No. _**. If CONTRACTOR fails to achieve the M/WBE goals stated in its Contractor Utilization Plan, as amended, the CITY will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this Contractor Utilization Plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the CONTRACTOR'S payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Human Relations Division, unless the Director determines that the CONTRACTOR acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the CONTRACTOR, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

Sec. 28. Employee Eligibility Verification. CONTRACTOR shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those CONTRACTORs enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

Sec. 29. Emergencies.

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases made by CITY during the disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.
- (d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.

- (e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.
- (f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.
- (g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

Sec. 30. Tax Exemption - Federal and State.

- A. The CITY is exempt from Federal Excise and Transportation taxes on purchases under Chapter 32, Internal Revenue Code. The federal tax registration number issued by the St. Louis District Director on November 11, 1974 is No. 43740340K.
- B. The CITY is exempt from payment of Missouri Sales and Use Tax in Accordance with Section 39(10) Article 3, of the Missouri Constitution and Sections 144.040 and 144.615 RSMo 1969 and supplement thereto. A copy of the exemption from Missouri Sales and Use Tax is available upon request.

Sec. 31. Annual Appropriation of Funds.

- A. Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense. Purchase orders are funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.
- B. In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the CITY shall not be obligated to make further payments beyond the then current original or renewal term. The CITY will provide notice of its inability to continue the lease or contract at such time as the Manager of Procurement Services is aware of the nonappropriation of funds; however, failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or the section titled TERMINATION FOR DEFAULT. The CITY has no monetary obligations in event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

Sec. 32. 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 \$13.75 per hour in compliance with the CITY's Quality Services Assurance Act, Section 3-66, Code of Ordinances or CITY has granted CONTRACTOR an exemption.

Sec. 33. Anti-Discrimination Against Israel. If this Contract exceeds \$100,000.00 and CONTRACTOR employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, CONTRACTOR certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Sec. 34. Limitation of Damages; Non-Recourse. In no event shall either party be liable to the other for consequential, incidental, indirect, punitive or special damages, including, without limitation, loss of profit, business, or goodwill, even if such party has been advised, knew, or should have known of the likelihood or possibility of such damages occurring. Accordingly, neither party shall be entitled to seek, claim, or collect damages in excess of the actual and direct damages actually incurred or sustained by such party pursuant to this Contract. In the enforcement of its rights and remedies under this Contract, each of the parties hereto agrees that it shall not seek, enter or enforce any personal judgment against any stockholder, member, general or limited partner, director, officer, employee or principal, disclosed or undisclosed, of the other party or any of the other party's affiliates (or any of their respective successors and assigns) and shall look only to the assets of the other party and its successors and assigns.

CONTRACTOR

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

Contractor: Aramark
DocuSigned by: _____

By: *Katherine Tracy* _____

Title: 43CE6FCCA4B4419 VP Finance _____

Date: 2/18/2022

APPROVED AS TO FORM

DocuSigned by: _____ 3/4/2022
Jim Brady _____
Assistant City Attorney (Date)

KANSAS CITY, MISSOURI

DocuSigned by: _____
By: *Keely Golden* _____

Title: DA4286E30A55473 Procurement Manager _____

Date: 3/4/2022

ATTACHMENT- A

SCOPE OF SERVICES

1. OVERVIEW

Supply manpower and supervision to KCCEF to assist with the custodial, event setup, event operations, event teardown and all other associated work required in the production of tradeshow, conventions, public events and sporting events.

Provide superior customer service to clients.

The amount of labor will be daily depending upon the event requirements and KCCEF will supply a (12) twelve month forecast and an updated 30 day forecast; 30 days in advance. Adjustments will be made to meet the changing requirements of our clients.

Based on event requirements, staffing may be required on holidays. The following are observe City holidays. New Year's Day, Dr. Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Friday following Thanksgiving and Christmas Day.

2. SERVICES TO BE PERFORMED

The following are typical tasks that will be performed by the labor personnel under this contract.

a) Floor Maintenance

When and where furniture or equipment must be moved, no items are to be stacked on top of desks, tables, windowsills, credenzas, or any other furniture subject to damage from such.

Upon completion of service, furniture, furnishing, and equipment shall be returned to original position. Baseboards, walls, stair-risers, furniture, furnishings, and equipment shall not be splashed, disfigured, or damaged during floor maintenance service.

- After sweeping and damp mopping, all floors shall be clean and free of streaks. No dirt shall be left in corners, under furniture, behind doors, or on stair landings or treads.
- Floors shall be properly prepared by thorough sweeping to remove visible dirt, debris, gum, tar, or similar substances. On completion of mopping and scrubbing, floors must be clean and free of dirt, water streaks, mop marks or string. Floors must

be rinsed properly and dry mopped to overall clean appearance, with all surfaces dry, corners and cracks clean. When scrubbing is required, it must be performed by the appropriate machinery or done by hand with a brush.

- Floors must be swept thoroughly and damp mopped as required, using floor polishing machine with synthetic fiber pad and spray equipment containing the proper ratio of water and floor finish or other product recommended for this type of service. Pre-treat needed areas.

b) Floor Finishing

- Floor finishing includes cleaning and applying finish to asphalt, smooth finished concrete, rubber, vinyl, and linoleum, clay, and terrazzo floor surfaces.
- All floors shall be swept thoroughly; gum wads, tar, or other adhesive substances shall be removed.
- A concentrated liquid cleaner solution must be applied by mop and scrubbed with an electric polishing machine with scrub brush or medium grade scrubbing pad to remove all old finish or wax. Stubborn spots must be removed by hand with scouring pad dipped in solution. Corners and other areas the polishing machine cannot reach must be thoroughly cleaned by hand. Care must be exercised so baseboards, wall, and furniture are not splashed or marred. Solution must be removed with mop or water pick-up device and floor rinsed with clean water until all traces of solution are removed. The floor must be allowed to dry after rinsing.
- A minimum of four coats of finish must be applied with sufficient drying time between coats. The last coat must be applied up to, but not touching, baseboard, and other coats to within four inches of baseboard.
- In the case of a delay or more than eight hours between stripping and the final finish, or between coats and the final finish, floor must be cleaned again to remove surface dirt and scuff marks that may have occurred in the interim.

c) Carpets and Rugs

- A vacuum cleaner with working beater bar must be used to clean carpet and rugs of visible debris and dirt. Where applicable, nap shall lie in one direction. Surface should appear clean of debris or dirt.
- Vacuuming must be done first in one direction and then the opposite direction. This process is to remove both soil and residue at base. Carpet or rug must have clean appearance when nap is pushed back to reveal base.
- A blend of a solvent and detergent solution must be used to effectively remove spots. A vacuum-type machine must be used to apply hot cleaning solution and immediately remove it from carpet or rug. Fibers must not be over-wetted and when solution is removed, should feel damp, but not wet. Rug or carpet fibers should have a clean, bright appearance.

- In all carpet and rug maintenance, care must be exercised to prevent damage or marring of furniture, furnishings, equipment, or trim by machinery.

d) Restroom Floor Maintenance

- Special attention must be given to floor areas around urinals and toilets to sanitize and eliminate odors, and removal of stains. When it is necessary to remove stains, floor will be scrubbed by hand utilizing a sanitizing, disinfectant cleaner. When completed, floor must have a clean appearance with no residue of cleaning material.

e) Walls and Surface Maintenance

- Dust must be removed through the use of treated dust cloths or vacuum tools. When doing high cleaning, dust should not be allowed to fall onto furniture and/or equipment below. At completion of task, there must be no dust streaks. Corners, crevices, molding, trim and ledges must be free of dust. No oil spots or smudges must be left from dusting tools or cloths. When inspected, there must be few, if any, traces of dust on any surface.
- Clean, damp cloths or sponges must be used to remove all dirt, spots, streaks, or smudges from walls, glass, or other specified surfaces using a wetting solution with an appropriate cleaning agent. Surfaces must be dried or allowed to dry, as appropriate. Metal polish must be applied and hand polished to provide a suitable luster.
- If simple damp wiping and drying obtain a polished, bright appearance, damp wiping with a suitable cloth may perform bright metal polishing. Where damp wiping does not achieve bright and polished appearance, an appropriate metal polish must be applied and hand polished to a suitable luster.

f) Glass Cleaning

- Routine Cleaning: a glass cleaner must be sprayed on concentrated oil, grease, dirt, grime, and such spots be removed by hand scrubbing. Entire surface then must be sprayed with cleaner and wiped or squeegee dried to a uniform clean appearance.
- Washing: a solution of water and a cleaning agent must be used to thoroughly clean windows. After each washing, all glass must be free of dirt, grime, streaks, excessive moisture, and not be cloudy. Glassware moved for cleaning must be returned to original position. Sashes, sills, woodwork and other surroundings must be wiped free of dust, drippings and watermarks.

g) Porcelain Ware Cleaning

- Routine Fixture Cleaning: drinking fountains, washbasins, urinals, toilets, and other such fixtures made of porcelain or stainless steel must be damp wiped and an

appropriate cleaning agent used when needed and polished dry to a clean, bright appearance. No excess moisture must remain on fixture.

- Thorough Fixture Cleaning: an appropriate cleaning agent must be used on all fixtures to remove all dust, spots, stains, rust, mold, and encrustation. After this process, fixtures must be damp wiped, dried to remove excess moisture, and left clean and bright.
- No spots, drippings, watermarks, cleaning solution marks, or residues are to be left on walls or floors adjacent to fixtures following cleaning.

h) Policing

- Trash Pickup: all trash, including empty bottles and paper debris, must be picked up and placed in an appropriate container for conveyance for deposit in the proper trash receptacle or recycling container.
- Spillage Removal: beverage spills; cigarette and cigar butts, mud, tar or water tracks and similar stains or spillage on floor must be removed by the most appropriate method. Floor condition must be returned to match area-surrounding spill.
- Routine Waste Basket Maintenance: contents of waste bucket must be emptied into appropriate large receptacle containing a lining of sufficient quality and strength to prevent leaking of liquids onto floor surfaces. Basket liner must be inspected, and if spoiled by deposit of any substance other than paper in basket or if torn, it must be discarded also and a new liner placed in basket.
- Thorough Waste Basket Maintenance: basket shall be emptied as required above, and then damp wiped and dried to a clean finish. New liner must be placed in basket after thorough cleaning. No liner should be visible on the exterior of the receptacle. Unless otherwise instructed by KCCEF staff all trash receptacles must remain in their designated "house position".

i) High Cleaning

- Wall Maintenance: high cleaning of walls involves cleaning of area above 72" from the floor. Type of cleaning required must be appropriate to thorough cleaning of type of wall surface and condition of walls in high area.
- Following high cleaning, walls, trim and wall mounted fixtures must be free of dust, grime, smudges and spots. Where dusting is involved, dust must not be allowed to fall from high areas onto surfaces below. Personnel performing high cleaning must observe all applicable safety rules and regulations.
- Routine Light Fixture and Vent Cleaning: ceiling mounted light fixtures and heating, ventilation and air conditioning diffusers and vents must be dusted to remove accumulated dust and grime.

- Thorough Light Fixture and Vent Cleaning: ceiling mounted light fixtures and heating, ventilation and air conditioning diffusers and vents must be dusted and then damp wiped. All dirt, spots, streaks, smudges, oil, and residues must be removed. Upon completion, fixture or vent must have clean appearance.
- Routine Office Partitions and Screen Cleaning: upper edges of all office partitions and screens used for "open office" type arrangements must be dusted and accumulated dirt and grime removed.
- Thorough Office Partitions and Screen Cleaning: upper edges of all office partitions and screens used for "open office" type arrangements must be dusted, damp wiped with an appropriate cleaning agent and dried.

j) Scheduled Frequencies - Daily Typical Requirements

General Instructions: unless otherwise specified by KCCEF, all services listed under Daily Requirements must be performed in applicable areas, except where service of a less frequent nature that provides a more thorough cleaning to be performed.

- Restrooms: sweep and wet mop floor with a disinfectant type cleaner. Damp wipe all commodes, urinals, washbasins, waste receptacles, dispensers, wall surfaces and chromed pipes with a disinfectant type cleaner. Perform routine cleaning of all glass and mirrors. Empty, clean, and disinfect sanitary napkin receptacles, replace soiled bags with new ones, collect soiled bags in separate containers for disposal with flammable trash. Contractor to replenish stock, bags, etc.
- Office Area Cleaning: (i.e., offices, copy or conference rooms, kitchens and adjacent internal corridors) empty wastebaskets and remove trash and recyclables to designated disposal area. Clean washbasins and mirrors, where applicable. Perform dusting and damp wiping, as indicated, for wall and surfaces maintenance, including dusting of horizontal surfaces. Perform routine vacuuming of carpets and rugs, sweeping and damp mopping of all hard surface floors. Perform routine cleaning of glass walls or internal windows in high traffic areas. Perform damp wiping, with a disinfectant cleaner, all telephone mouth and earpieces.
- Escalators: wipe and clean glass and stainless components. Police escalators daily to remove trash, paper dust and debris from the escalators.
- Corridors, staircases and stairwells: police area. Wet mop and scrub hard floors, damp mop and spray buff resilient floors.
- Outside Entrances: police and sweep entrances, landings, steps, and adjacent sidewalk area. When applicable, perform routine cleaning of exterior side of entrance door glass and glass area surrounding entrance.

k) Scheduled Frequencies - Weekly Typical Requirements

General Instructions: department must approve the schedule for performance of once per week tasks. Unless department otherwise specifies, all tasks required under Daily Requirements must be performed, except where the nature of such daily task is replaced under this weekly schedule or a less frequent schedule by a more thorough cleaning task for the same purpose.

- Restroom: perform high cleaning on all walls and surfaces with a disinfectant type cleaner.
- Office Areas: perform damp wiping on all wall and horizontal surface areas within reach. Perform thorough vacuuming of all carpet and rug floors. Wet mop and scrub all resilient floors. Elevators: polish bright metal surfaces in interior of car.

l) Scheduled Frequencies - Monthly Typical Requirements

General Instructions: department must approve the schedule for performance of once per month tasks. Unless department otherwise specifies, all tasks required under Daily or Weekly Requirements must be performed, except where the nature of such daily or weekly task is replaced under this monthly schedule or a less frequent schedule by a more thorough cleaning task for the same purpose.

- Restroom: perform thorough fixture cleaning as described in the Minimum Cleaning Quality Requirement for Porcelain Ware.
- Office Areas: perform high cleaning on all wall and horizontal surface areas. Dust all vertical surfaces and under surfaces, such as desk knee wells, chair rungs, table legs, lampshades. Perform periodic spray buffing on all resilient floors. Perform routine light fixture and vent cleaning. Perform routine office partition and screen cleaning. Spot clean all carpet and rug areas. Bonnet clean all spots.
- Corridors: perform high cleaning on walls. Perform glass washing on full glass areas of entrance doors, glass surrounding entrance doors, and glass areas leading off corridors.

m) Scheduled Frequencies - Quarterly Typical Requirements

General Instructions: Department must approve the schedule for performance on quarterly tasks. Unless Department otherwise specifies, all tasks required under daily, weekly, or monthly requirements must be performed, except where the nature of such daily, weekly, or monthly tasks are replaced under this quarterly schedule or a less frequent schedule by more thorough cleaning tasks for the same purpose.

- Restrooms: damp wipe entire surface area of stall partitions, doorframes, and sills with a disinfectant type cleaner. Wash all waste receptacles with disinfectant.
- Office Areas: perform thorough light fixture and vent cleaning. Perform thorough office partition and screen cleaning. Perform thorough wastebasket maintenance.
- Corridors: sweep, strip, and finish resilient floors in high traffic areas. Perform bright metal polishing on metal door thresholds.

n) Scheduled Frequencies - Semi-Annual Typical Requirements

General Instructions: Department must approve the schedule for performance of semi-annual tasks. Unless Department otherwise specifies, all tasks required under daily, weekly, monthly, or quarterly

requirements must be performed, except the nature of such daily, weekly, monthly, or quarterly tasks replaced under this semi-annual schedule by a more thorough cleaning task for the same purpose.

- All Areas: perform curtains, drapes, cornice boards and blinds cleaning. Sweep, strip, and finish all resilient floors using a solvent paste wax, clean and buff wood floors. Clean all carpet and rug areas.

o) Miscellaneous Requirements

- Some areas will require twice a day cleaning. Such areas are to be mutually agreed upon by Contractor and KCCEF.
- Appropriate finishing must be performed on all floors during the first sixty days of contract commencement, and on a schedule approved by department.
- In instances where restrooms are cleaned during hours in which building occupants are present, male restrooms must be cleaned by males and female restrooms cleaned by females.
- The Contractor's personnel shall report to the KCCEF, through Contractor's representative, any hazardous conditions or items in need of repair observed during work. The Contractor's personnel shall turn off lights when not use, unless otherwise instructed.
- The Contractor's personnel will lock all rooms after cleaning and return keys to Contractor's representative, unless otherwise instructed. The Contractor's personnel shall turn in to Security, through Contractor's representative, any articles found in the building. Contractor's personnel shall report to Security, through Contractor's representative, any suspicious circumstances observed during performance of work, which appears to threaten the security of the building.
- The Contractor's personnel shall report to Security, through Contractor's representative, immediately upon the discovery of the loss of any keys to building areas.

p) Monitoring

- The Department shall furnish the contractor floor plans of the facility with a designation of areas to be cleaned.
- The Contractor may be required to review various monitoring reports with Security, or others assigned to perform monitoring for Security in order to resolve cleaning problems in the facility.

q) Event Cleaning Requirements

The KCCEF requires that the Contractor furnish appropriate staff to perform the cleaning needs before, during and after the hours an event or events are being held at the KCCEF.

The Contractor will be required to furnish adequate staff for the cleaning of the facility during event

hours. KCCEF management, prior to an event, will approve all staffing amounts and schedules.

The minimum requirements for cleaning the facility during an event include, but are not limited to, the following:

- Cleaning of all public restrooms to include maintaining clean mirrors and countertops, maintaining clean urinals and commodes, sweep floors, mop if needed, maintaining stocked paper towel dispensers, soap dispensers, toilet paper dispensers and sanitary dispensers.
- Trash Pickup: all trash, including empty bottles and paper debris must be picked up and placed in an appropriate container for conveyance for deposit in the proper trash receptacle or recycling container.
- Spillage Removal: beverage spills; cigarette and cigar butts, mud, tar or water tracks and similar stains or spillage on floor must be removed by the most appropriate method. Floor condition must be returned to match area-surrounding spill.
- Routine Waste Basket Maintenance: contents of waste bucket must be emptied into appropriate large receptacle containing a lining of sufficient quality and strength to prevent leaking of liquids onto floor surfaces. Basket liner must be inspected, and if spoiled by deposit of any substance other than paper in basket or if torn, it must be discarded also and a new liner placed in basket.
- Mop up spills as needed.

r) Event Setup and Teardown Requirements

The KCCEF requires the Contractor furnish forecast numbers of trained staff to perform setup and tear down of tables, chairs, stage and other event equipment.

3. STAFFING AND TRAINING

- a) All personnel must adhere to the strict uniform and appearance guidelines set forth by the KCCEF.
- b) Personnel assigned to the KCCEF must be able to read, understand and follow the specific orders and event information for the KCCEF. They must be able to communicate effectively both orally and in writing.
- c) Personnel must remain alert and pay attention to their surroundings. In addition to their normal responsibilities they should report safety hazards or conditions requiring repairs to KCCEF management.
- d) All Personnel must be trained and licensed as necessary by Contractor to operate motorized and hand operated equipment before operating any equipment.
- e) All personnel must meet the following requirements:
 - 1) 21 years of age or older;
 - 2) High school graduate or must have obtained a Graduate Equivalency Diploma;
 - 3) Able to speak, understand, read and write the English language sufficiently to

- complete reports stating facts in a clear and concise manner;
- 4) Not have been convicted in any jurisdiction of any felony unless a full pardon has been granted per State licensing requirements;
 - 5) Not have been convicted in any jurisdiction of a Class A misdemeanor during the last five (5) years;
 - 6) Not have any pending, unresolved, or un-adjudicated felony or Class A misdemeanor charges or indictments in this or any other jurisdiction. Not be on probation or parole for any felony or Class A misdemeanor;
 - 7) Not be required to register in this or any other state as a sex offender;
 - 8) Have no outstanding warrants;
 - 9) Not have been declared by any court of competent jurisdiction incompetent by reason of mental defect or disease without having been restored;
 - 10) Not be suffering from intoxication, alcohol dependency, or from narcotics addiction or dependence. Prior to employment, all janitorial services personnel hired shall be drug tested at Contractor's expense. Subsequent drug testing, whether at random or for reasonable suspicion, shall also be conducted at Contractor's expense. Any janitorial services personnel or applicant testing positive for drugs shall be dismissed and shall not be permitted to work at the KCCEF;
 - 11) Not have been discharged from the armed services of the United States under other than honorable conditions;
 - 12) Must be able to physically perform the specific requirements of the position to which they are assigned;
 - 13) Trained to perform duties in a complex the size of the KCCEF;
 - 14) Maintain a neat and well-groomed appearance at all times in accordance with Contractor's uniform and grooming policy, which is subject to Director's approval;
 - 15) Have ability to exercise good judgment; and,
 - 16) Have ability to maintain a high level of performance.

4. GENERAL REQUIREMENTS

- (a) Contractor shall comply with all applicable laws and rules of federal, state and local governments.
- (b) Contractor will abide by policies and procedures as set forth by the City. Enforcement of these rules is the responsibility of the on-site supervisor(s).
- (c) The Contractor will be responsible for maintaining exceptional standards of employee work performance, conduct, appearance, and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each employee is expected to adhere to the standards of behavior that reflect favorably on the Contractor and KCCEF.

- (d) Contractor shall supply one supervisor for each shift. This supervisor shall be trained in all aspects of janitorial and event setup management.

5. RESPONSIBILITIES OF CITY

- (a) Provide cleaning equipment and supplies as necessary for operations but in emergency situations may purchase supplies through this contractor.
- (b) City may issue equipment to contractor for use while on duty at the facilities. The cost to replace/repair any damage caused by contractor personnel to such equipment beyond normal wear and/or usage will be the responsibility of the contractor. No equipment will be removed from the property by contractor or its employees and subcontractors.
- (c) Provide event details and schedules for facility.
- (d) Provide office space for supervisors and check-in of contractor's staff.
- (e) Provide parking for supervisor(s).
- (f) City may require removal of any employee or subcontractor for any reason.
- (g) City will provide final manpower schedule 1 week in advance.
- (h) City will provide event schedule list of tasks when it is finalized with the client.

6. USE OF PREMISES

- (a) Contractor shall have no right to use of premises without the authorization of KCCEF.
- (b) All building operation guidelines must be followed at all times.
- (c) Organization shall use premises solely for the transaction of business directly related to the obligation(s) of this agreement.

7. INDEPENDENT CONTRACTOR

Proposer will at all times be considered an independent contractor, and this Agreement with City shall not imply, infer, create or form a partnership, joint venture, or other corporate arrangement with City.

ATTACHMENT- B

Pricing

1. CONTRACTOR shall timely perform all services required by the Contract and CITY shall pay CONTRACTOR an amount equal to the number of hours worked by each job classification by CONTRACTOR based on the chart set forth below:

Year	Supervisor	Laborer	Material Mark Up Rate
Year 1	\$26.96	\$21.75	2.50%
Year 2	\$27.63	\$22.29	2.50%
Year 3	\$28.32	\$22.85	2.50%
Year 4	\$29.03	\$23.42	2.50%
Year 5	\$29.76	\$24.01	2.50%
Year 6	\$30.50	\$24.61	2.50%

Material Mark-Up Rate

2. CONTRACTOR shall be entitled to no other compensation except if there is an emergency situation as set forth in subsection (b).

Example: In Year 1, CONTRACTOR provides 8 laborers and 1 supervisor for an Event. Each of the 8 laborers and the 1 supervisor works 8 hours each including breaks and excluding meal periods that are 30 minutes or longer. CITY shall pay CONTRACTOR as follows for all services performed:

Supervisor Cost: 1 Supervisor X 8 hours X \$26.96 = \$215.68

Laborer Cost: 8 Laborers X 8 hours X \$21.75 = \$1,392.00

Total CITY Cost for the Event: \$1,607.68

CONTRACTOR shall be paid a Mark Up of 2.5% for Material Mark up as set forth in A.1.

3. CONTRACTOR shall be solely responsible for the Direct Costs. All other expenses shall be the responsibility of the CITY. "Direct Costs" shall mean all costs and expenses incurred by Aramark in the provision of the Services, including, but not limited to, the costs related to: payroll and personnel expenses for Aramark's employees assigned to the Facilities (including bonuses and fringe benefits of the type customarily provided by Aramark and its affiliates to its employees, workers' compensation costs and payroll taxes), allocated insurance costs, permitting and licensing fees, sales and similar taxes, the cost to replace/repair any damage caused by Aramark personnel to CITY-owned equipment beyond normal wear and/or usage, required employee uniforms, tools, office supplies, training of staff and management, and any required maintenance, depreciation or amortization of equipment owned by Aramark. Any local trade discounts received by Aramark will be credited by Aramark against cost of supplies, but discounts not exclusively related to Aramark's operation at the Facilities will be retained by Aramark.

If, at any time during the Contract, a change to the Local, State, or Federal Minimum, Living wage or similar minimum wage requirement or introduction of a Collective Bargaining Agreement warrants a material increase in Aramark's wage rates, then Aramark and the City shall mutually agree to adjust the rates accordingly.

(b) CONTRACTOR shall provide cleaning equipment and supplies to the CITY in emergency situations (including meeting the needs of CITY's customers) at the actual cost paid by CONTRACTOR at 2.5% mark-up. .