STANDARD CITY CONTRACT

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

CONTRACT NO.: EV2218

TITLE/DESCRIPTION: Armed and Unarmed Security Guard

THIS Contract is between **KANSAS CITY**, **MISSOURI**, a constitutionally chartered municipal corporation ("CITY"), and **United American Security**, **LLC.**, **dba GardaWorld Security Services** ("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 January 4th, 2022 that is attached hereto and incorporated into this Contract;
- (c) CITY's RFP No. EV2218 hat 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 SERVICE

Attachment B- PRICE SCHEDULE Attachment C- CONTRACT UTILIZATION PLAN

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

- (a) Initial Term. The Initial Term of this Contract shall begin on May 1st, 2022 and shall end on April 30th, 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 Renewal Term, the CITY, in its sole discretion, may renew this Contract for up to five (5) additional one (1) year terms.
- (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.

Sec. 3. Compensation.

CONTRACTOR shall provide all goods, supplies, materials, equipment, and services (collectively "the Services") ordered by the CITY at the prices set forth in this Contract and 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 obligation to CONTRACTOR under this Contract until the CITY issues a Purchase Order to CONTRACTOR. CONTRACTOR shall not provide any Services in excess of the dollar amount contained in any Purchase Order and CONTRACTOR shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from CITY.

Sec. 4. Effective Date of Contract.

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.

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) CONTRACTOR shall not submit an Invoice to the City unless CONTRACTOR's Invoice is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted by CONTRACTOR to the City's Civil Rights Equal Opportunity Department. CONTRACTOR shall remain current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports. CITY shall not pay CONTRACTOR's Invoice unless CONTRACTOR is current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports.

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

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

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

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

Sec. 9. Termination for Convenience. CITY may, at any time upon one hundred and eighty days (180) days written notice to CONTRACTOR specifying the effective date of termination, terminate this Contract, in whole or in part.

Sec. 10. Default and Remedies.

(a) If CONTRACTOR shall be in default or breach of any provision of this Contract, CITY may terminate this Contract, suspend CITY's performance, withhold payment or invoke any other legal or equitable remedy after giving CONTRACTOR ten (10) days written notice and opportunity to cure such default or breach.

(b) If CITY shall be in default or breach of any provision of this Contract, CONTRACTOR may terminate this Contract or suspend CONTRACTOR's performance after giving CITY ten (10) days written notice and opportunity to cure such default or breach.

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

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

Sec. 13. Records.

- (a) For purposes of this Section:
 - 1. "CITY" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Civil Rights 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) 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 Civil Rights Equal Opportunity Department 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) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.

- (b) Submit, in print or electronic format, a copy of CONTRACTOR's current certificate of compliance to the City's Civil Rights Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, CONTRACTOR does not possess a current certification of compliance, CONTRACTOR shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
- (c) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (d) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, CONTRACTOR shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

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

Sec. 15. Tax Compliance. If the CITY's payments to CONTRACTOR exceed \$160,000.01 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. 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.

Sec. 18. Notices. All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

- If to the CITY:City of Kansas City, Missouri
Procurement Services Division
414 East 12th Street, 1st Floor, Room 102 W
Kansas City, Missouri 64106
Attention: , Manager, C.P.M.
Telephone: (816) 513-0814
Facsimile: (816) 513-1066With copies to:Matthew Gigliotti, Esg.
- 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: United American Security,LLC., dba GardaWorld Security Services 6700 Antioch road, Suite 140 Merriam, KS 66204 Attention: Joseph Smith, General Manager Telephone: (913) 561-8828 Joseph.smith@garda.com

Sec. 19. General Indemnification.

- (a) For purposes of this Section only, the following terms shall have the meanings listed:
 - 1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the CITY in the enforcement of this indemnity obligation.
 - 2. CONTRACTOR's Agents means CONTRACTOR's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
 - 3. CITY means CITY, its Agencies, its agents, officials, officers and employees.
- (b) CONTRACTOR's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of City, shall be limited to the coverage and limits of insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.

- (c) CONTRACTOR shall defend, indemnify and hold harmless CITY from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by CONTRACTOR or CONTRACTOR's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of CITY. CONTRACTOR is not obligated under this Section to indemnify CITY for the sole negligence of CITY.
- (d) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 20. Indemnification for Professional Negligence. If this Contract is for professional services, CONTRACTOR shall indemnify, and hold harmless CITY and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by CONTRACTOR, its employees, agents, subcontractors, or caused by others for whom CONTRACTOR is liable, in the performance of professional services under this Contract. CONTRACTOR is not obligated under this Section to indemnify CITY for the negligent acts of CITY or any of its agencies, officials, officers, or employees.

Sec. 21. 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.
 - 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 the policy will not be cancelled until after the Insurer provides the CITY ten (10) days written notice of cancellation in the event that the cancellation is for CONTRACTOR's nonpayment of premiums and thirty (30) days written notice of cancellation to CITY for all other reasons of cancellation.
- (c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that CITY and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. CONTRACTOR shall provide to CITY at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.
- (d) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of A-, V or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.
- (e) Regardless of any approval by CITY, CONTRACTOR shall maintain the required insurance coverage in force at all times during the term of this Contract. CONTRACTOR's failure to maintain the required insurance coverage will not relieve CONTRACTOR of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event CONTRACTOR fails to maintain the required insurance coverage in effect, CITY may declare CONTRACTOR in default.
- (f) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 22. 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 arm's length prior to entering a final contract that is acceptable to both the CITY and the CONTRACTOR. After negotiation and discussion, CONTRACTOR and CITY have incorporated multiple documents into this Agreement and the meaning of some of the words used in the Agreement may be uncertain, incomplete or duplicative and the Agreement may promise something at one place and take that promise away at another. In sum, the Agreement may contain words and provisions that are susceptible of more than one meaning so that reasonable persons of average intelligence may fairly and honestly differ in their construction of the words and provisions. It is the intent of the CITY and the CONTRACTOR that the CITY's taxpayers receive the benefit or advantage in the construction and interpretation of this Agreement, regardless of the normal judicial rules of contract construction even if the construction and interpretation of the Agreement will cost the CONTRACTOR more money and time. CITY and CONTRACTOR agree that CITY's Manager of Procurement Services shall resolve all disagreements as to the meaning of this Agreement or any ambiguity in this Agreement,

in favor of the CITY and its taxpayers even if it will cost the CONTRACTOR more money and time. The decision of CITY's Manager of Procurement shall be final and conclusive if the Manager of Procurement Services acted in good faith.

- (b) CONTRACTOR acknowledges and agrees that the CITY has provided CONTRACTOR with an opportunity to have CONTRACTOR's attorney review and advise CONTRACTOR on the Agreement and any potential ambiguities or areas of disagreement and the potential adverse legal consequences of CONTRACTOR agreeing to this Section as well as the entire Agreement. CONTRACTOR certifies that CONTRACTOR has provided the CITY written notice of all ambiguities, conflicts, errors or discrepancies that it has discovered in the Agreement and the written resolution thereof by the CITY as embodied in this final Agreement is acceptable to CONTRACTOR.
- (c) CONTRACTOR certifies that CONTRACTOR has either (1) waived its right to have CONTRACTOR's attorney review this Section and Agreement; or (2) CONTRACTOR has consulted with an attorney on this Section and Agreement.
- (d) CONTRACTOR knowingly and voluntarily agrees to this Section and the entire Agreement. CONTRACTOR certifies that this contract was not procured by fraud, duress or undue influence.

Sec. 23. 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. 24. Guaranteed Lowest Pricing. CONTRACTOR certifies that this Contract contains CONTRACTOR's lowest and best pricing for all services supplied by CONTRACTOR to any government, governmental entity, political subdivision, city, state, school district or any other public entity in the United States as of the date of this Contract.

Sec. 25. Assignability and Subcontracting.

- (a) <u>Assignability</u>. 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) <u>Subcontracting</u>. 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. 26. 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. 27. 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. 28. 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. CONTRACTOR agrees to comply with all requirements of City's Minority and Women's Business Enterprise Program as enacted in CITY'S Code 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 an Attachment. 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 gualified 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 Civil Rights Equal Opportunity 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. 29. 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/StatPage.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. 30. 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. 31. 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. 32. 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.

CONTRACTOR

I hereby certify that I have the authority to ex	ecute
this document on behalf of CONTRACTOR.	
Contractor:	
Ву:	
Title:	
Date:	
APPROVED AS TO FORM	
Assistant City Attorney	(Date)
KANSAS CITY, MISSOURI By:	
Title:	
Date:	

ATTACHMENT A-SCOPE OF SERVICE

In the spirit of our brand as a company that offers big company national and global resources with small company localized culture, we have developed a service delivery program to fulfill both of those elements for Strategic Accounts like the City of Kansas City, Missouri. One of the common concerns we hear when taking over Strategic Accounts from our competitors is that the incumbent company was not connected between account leadership and local operations because of separate reporting structures. In turn, this often leads to antagonism between internal groups working against each other and dysfunctional, inconsistent service delivery.

We have taken great care to design a Strategic Account Program that leverages the strength of our resources while also ensuring an account support infrastructure that is aligned and connected. This structure includes both dedicated and shared resources – each of which report into the same senior leadership rather than two separate internal organizations. Starting from the senior-most position, every Strategic Account is ultimately owned by an Executive Sponsor who will either be a member of our executive team or RVP level in the company. This role is often filled in other organizations with a head of national accounts who has a separate divisional structure from the regional/local management teams leading to the inherent problems previously mentioned. We avoid this problem at GardaWorld through this unique alignment of an Executive Sponsor who also leads a management structure directly to local market operations. The Executive Sponsor will fulfill the strategic level role of our Strategic Account Governance Board with equal authority and visibility over the dedicated/shared account infrastructure and local service delivery teams.

On the dedicated side of the Strategic Account structure are three functional roles that could be a part of the structure and may be <u>solely assigned</u> or <u>shared</u> across multiple accounts depending on the size and scope:

- Operations Strategic Account Manager primary point person of strategic account to drive contract compliance, consistency of operations, customer service, reporting and continuous improvement
- Talent Acquisition Strategic Account Recruiter staffing/hiring strategic guidance specific to the unique hiring needs of the Strategic Account to ensure local fulfillment of all staffing needs at all sites

 Financial/Administration – Strategic Account Financial Analyst – administrative support for purposes of administrative contract fulfillment, billing, KPI support, pricing adjustments and budget reporting

On the shared side of the Strategic Account structure, the organization flows through our regional and local offices with standard support in the areas of daily operations, short-notice service needs, local recruiting, local human resources, equipment, uniforms, site training and provision and servicing of equipment and vehicles. All Strategic Account revenue flows into the local offices serving the sites, so local operations have the same vested interest in the success of your account as the dedicated resources do.

Our success with Strategic Accounts like the City of Kansas City, Missouri is largely attributed to having a visible management support organization where each member of the team has clear responsibilities that are understood by you. These areas of responsibility are broken down into three specific escalation categories of our Strategic Account Governance Board:

Level	Position	Role
Level 1: Operational	Terrance Cosby, Strategic Account Site Manager Barbara Garlock, Scheduling Manager	 Primary point of contact Manages day-to-day service at a site to include staffing, scheduling, training, and site operations Responds to routine concerns within 24 hours of issue Updates Post Orders Inputs data for KPI Scorecard
Level 2: Tactical	Joseph Smith, General Manager Al Dunn, Manager of Security Services	 SAM primary point of client contact for full scope of strategic account Responds to egregious issues at any site within 4 hours. Ensures consistency and standardization of service delivery across all sites Develops Post Orders and Reporting Reviews and presents KPI scorecard in Quarterly Business Review Staffing/hiring support to ensure fulfillment of all staffing needs at all sites Administrative support for purposes of administrative contract fulfillment, billing, KPI support, pricing adjustments and budget reporting

Level 3: Strategic	David Bradney, Regional Vice President	 Executive/strategic point of contact for senior client representative Approves major contract decisions or pricing adjustments
		 Addresses strategic trends on the account in Quarterly Business Review

Training and Development Program

GardaWorld is committed to developing our security personnel and managers for the purpose of ensuring our clients highly skilled officers while also creating a platform of career progression for all levels of our employees. At GardaWorld, the preparedness and performance of our security officers is a testament to the quality of our service offering and is indicative of our dedication to protecting our clients and reducing your risk. We provide one of the industry's most comprehensive development programs through the Training and Development Program, which includes the following essentials offered through a combination of classroom and on-site training, as well as over 1,000 on-line training courses.

ISOP and Welcome to GardaWorld Pre-Assignment Training

Prior to deployment to the client site, all employees must complete the Initial Security Officer Program (ISOP) or state-required equivalent, as well as Welcome to GardaWorld Orientation. The employee is paid for this training time.

- Nature and Role of Private Security Officers
- Observation and Incident Reporting
- Principles of Communications
- Principles of Access Control
- Principles of Safeguarding Information
- Emergency Response Procedures
- Life Safety Awareness
- GardaWorld Culture and Employee Handbook Policies
- GardaWorld Safety Training
- Customer First Service Program
- 1st Aid/CPR/AED
- On-the-Job Training

Once an employee completes ISOP and Welcome to GardaWorld, he or she begins site specific OJT. OJT varies in length and content from one client to another and is primarily developed around the post orders and emergency procedures. OJT focuses on the site-specific

duties to be performed by security personnel assigned to the client site and will include the following:

- Requirements and Duties of Post Assignment
- Performance of Special Assignments
- Emergency Procedures and Contacts
- Post Order Procedures and Processes Post Specific

Training	Hours	Documentation
Prior to deployment to the client site, all employees mus GardaWorld Orientation and the Initial SecurityOfficer P		elcome to
Welcome to GardaWorld / Welcome to the City of KCMO	4	Logged in Compliance Tracker Database
Orientation to GardaWorld Company Review Mission & Values Rules of Conduct Customer First Service Pledge Scheduling and Payroll Benefits Customer First Service ProgramOrientation to City of KCMO Organizational Overview Mission & Values City of KCMO Leadership City of KCMO Culture 		
Initial Security Officer Program	12 hours	Logged in Compliance Tracker Database

 Security Awareness Evidence Documentation, Collection and Preservation Use of Force and Responsibilities Jurisdictions and Court Procedures Security Officer Conduct Patrolling and Observation Skills Note Taking and Report Writing Professionalism and Public Communication Access Control Security of Information Priority Planning for Emergency Response Role of Security Services in Critical Incidents Workplace Accidents and Threats Safety Regulations and Emergency Planning First Aid, Health and Safety ISOP Final Exam 	 50 minutes 30 minutes 35 minutes 75 minutes 45 minutes 50 minutes 40 minutes 40 minutes 55 minutes 40 minutes 30 minutes 50 minutes 40 minutes 51 minutes 52 minutes 50 minutes 50 minutes 40 minutes 41 minutes 42 minutes 43 minutes 44 minutes 45 minutes 45 minutes 	
On-The-Job Training (OJT)	TBD based on siteneeds / requirements 24 – 60 Hours	Logged in Compliance Tracker Database OJT Checklist completed and signed off
Once an employee completes Welcome to GardaWorld a site specific OJT. OJT varies in length and content from o developed around the post orders and emergency proced Requirements and Duties of Post Assignment Performance of Special Assignments Emergency Procedures and Contacts Post Order Procedures and Processes – Post Special	one client to anothe dures.	
 site specific OJT. OJT varies in length and content from or developed around the post orders and emergency proced Requirements and Duties of Post Assignment Performance of Special Assignments Emergency Procedures and Contacts 	one client to anothe dures.	

Individual Quality Audits (IQA)

A key component of training comprehension and retention of knowledge is a continuous education process. GardaWorld has developed 12 monthly topical training tests called IQAs which are designed to inspire ongoing understanding of critical concepts at each account. Where required and when utilized, IQAs are administered at the same time as personnel inspections are completed by GardaWorld site or branch level management. If requested by the client, the assessments can be customized to individual site locations. Remedial training will be conducted as necessary for those security personnel who demonstrate a lack of knowledge as evidenced through IQA results.

In-Service Training/Table-Top Exercises

In-service training classes are provided on a contractual basis at client request. These classes and training programs can be delivered through traditional classroom instruction, table-top exercises, or on-line coursework, and cover a variety of topics such as Emergency Preparedness, Active Shooter, Non-Violent Crisis Intervention, Advanced Customer Service, Workplace Safety, CFATS, CVI, OSHA 10 Safety Training, First Responder and Bloodborne Pathogens – to name a few. In addition to labor costs, some of these courses include additional course material costs as well.

Most of this training can be delivered at the local level, but GardaWorld also offers expert corporate resources with backgrounds in Law Enforcement Leadership, the FBI and CIA. These expert resources are available upon request to come onto your site and deliver Active Shooter and Emergency Planning table-top training exercises, corporate investigations, physical risk assessments, etc.

The next four training levels (Stars 5-8) are administered through our Learning Management System (LMS) developed in conjunction with a leading interactive training organization called Target Solutions. The LMS is an automated platform used for the administration, documentation, tracking and reporting of all our training programs listed below. The LMS manages training and educational records, distributes courses over the internet and automates record-keeping and employee registration. GardaWorld proudly offers over 1,000 on-line training courses to our employees.

eLearning Basic Security Officer Learning Series

While Stars 2-4 of our Training and Development Program are delivered as part of sitespecific training at various intervals at the job site, the Basic Security Officer Learning Series is the next level of employee development training beyond the Welcome to GardaWorld Orientation. This Learning Path consists of 10 online training modules available to our employees on a voluntary basis. Many of the topics in this series are similar to those assessed in Basic Training and serve to reinforce that information.

- Patrol and Observation
- Note Taking and Report Writing
- Importance of Documentation
- Safety
- Understanding Liability and Loss Prevention
- Public Relations and Communications

- Crisis Management
- Access Control
- Terrorism
- Legal Aspects of Private Security

eLearning Intermediate Security Officer Learning Series

Upon completion of the Basic Security Officer Learning Series, our employees are invited to complete the Intermediate Security Officer Learning Series on a voluntary basis. This Learning Path consists of 9 online training modules. Many of the topics in this series are similar to those assessed in the Basic Series and serve to reinforce that information.

- Automated External Defibrillators
- Elevator Safety
- Facility Fire and Life Safety Systems
- Fire Life Safety and Building Evacuation
- Media Management
- Workplace Violence
- Bomb Threats
- Harassment
- Indicators of Terrorist Surveillance

eLearning Advanced Continuing Education Learning Series

Once an employee has completed both the Basic and Intermediate Learning Series, he or she is eligible to begin training in our Advanced Continuing Education Learning Series. This series provides our employees with free access to over 1000 different online training modules from Target Solutions covering nearly every topic relevant to the security field.

eLearning Supervisory Learning Series

The LMS includes two Supervisory Learning Paths. All GardaWorld employees moving into or hired for hourly Site Supervisor roles must complete the Supervisory Learning Path I online modules within the first 90 days on the job to remain in his or her supervisory role. These modules include:

Supervisory Learning Path I

- Principles of Leadership I
- Principles of Leadership II
- Effective Communications
- Employee Performance Evaluations
- Time Management
- Behavior and Motivation
- Counseling and Sexual Harassment
- Substance Abuse

- Discrimination and Affirmative Action
- Career Development Opportunities

Prior to moving into a higher-level position of salaried Project Manager (or Account Manager), an employee must complete both the Supervisory Learning Path I Series and the Supervisory Learning Path II modules. CSMs, NAMs and MSSs are also required to complete this learning path. These modules include:

Supervisory Learning Path II – Supervisory Excellence

- Customer Service as a Security Function
- Emergency Preparedness and Crisis Management
- Handling Multiple Priorities
- Leadership Principles
- Professional Standards
- Security's Role in Reducing Business Risk
- Sexual Harassment
- Supervisor Communication

Specialized Training

GardaWorld's training curriculum provides courses and on-line modules that can be relevant to any vertical market segment that we serve, including Commercial Real Estate, Manufacturing/Industrial, Residential, Critical Infrastructure, Healthcare, Education and more. We work with our clients to select specialized training curriculum that is most relevant to each client site and industry, as opposed to a "one-size-fits-all" vertical market program. All GardaWorld Armed personnel shall possess military, law enforcement, or extensive history/comfort of firearm experience.

Armed Training

This course provides students with the basic knowledge and proficiency skills needed to safely handle and shoot a handgun (revolver or semiautomatic pistol). Along with extensive educational material on firearms safety and the mechanical operation of firearms, this course also includes material on various legal aspects of the security profession. Discussion of Cover and Concealment, Warrior Mindset, and tactical clearing. At the end of the classroom portion of this course an examination will be administered to test the student's mastery of content. Finally, students will be required to demonstrate proficiency in shooting a handgun by passing the course of fire outlined in this training manual.

Objectives 1: Upon the completion of this course, the student should be able to demonstrate the following skills and techniques:

- Safe weapon handling
- Identification of weapons parts and ammunition
- Weapons cleaning and maintenance

- Handgun drawing and holstering
- Weapon loading and unloading
- Basic shooting principles
- Proficiency with a firearm by shooting a qualifying score with a handgun (revolver or semiautomatic pistol)
- Proficiency for weapon handling
- Proper intervention for weapon malfunctions
- Identify the legal authority allowing security officers and private investigators to carry a firearm
- Identify the limitations of a security officer's ability to carry a firearm and use deadly force
- Use of force continuum
- Identify crimes that may serve as a justification for the use of deadly force
- Identify the types of liability that may result from the improper use of a firearm

Objective 2: Upon the completion of this course, the student should be able to demonstrate the following skills and techniques:

- Cover An academic understanding of Cover as being an object which effectively stops or deflects a projectile.
- Concealment as being anything which hides a person from the observation of another along with rules about when and when not to use a barricade for support.
- Clearing Techniques This technique which maintains a balanced, stable platform allows the officer to respond efficiently to any threat encountered.
- Low-light or no-light conditions It is not only our duty, but necessity to make every effort possible to identify threats quickly and accurately.
- Warrior Mindset Since police officers, private security officers and soldiers move toward the Universal Human Phobia, intentionally moving into this domain where other human beings will try to hurt or kill them, it is vital that they understand that realm and understand combat
- Stress Management Because stress reduces focus and increases error, there is a greater cause for injury.

Objective 3: POST Qualification Course

• Employee to demonstrate proficiency and pass test based on POST Qualification Course.

Less Than Lethal Training

Objective 1: O.C. Spray

• Levels of awareness and how to maintain an alert state

- Different O.C. spray patterns and advantages of each
- Effects of O.C. spray both physiological and psychological
- Legal aspects of employing pepper spray and the aftermath of such an encounter
- The reasonable use of force
- Verbal warning and de-escalation
- Proper stance, presentation, and deployment of a defensive spray
- Accurately aim O.C. spray at an attacker
- Simple self-defense methods to protect yourself
- Decontamination methods
- Practical Training Drills
- Static and Dynamic drills

Objective 2: Handcuffing

- General Handcuffing Guidelines
- Handcuffing Dangers
- Trial and Error Lessons
- Handcuff Nomenclature
- Hinged, Rigid, Chain-Link and Disposable Handcuffs
- Care and Maintenance of Handcuffs
- Resistance and Control Management
- Officer and Individual Factors/ Escalation Through the Levels of Control
- Recognizing the Threat
- Elements of Reporting Resistance and Control
- Principles of Balance, Movement, Center and Reaction Time
- Relative Positioning
- Handcuffing a Subject in a Standing, Prone or Kneeling Position
- Resistance and Disengaging
- Standing a Prone Handcuffed Subject
- Post Handcuffing Guidelines
- Directing a Subject to a Prone Position
- Prone with Hands Under the Body
- Effect of Pressure of Nerve Centers
- Rolling a Subject to a Prone Position
- Removing Handcuffs
- Searching

Objective 3: ASP

- Proper Stance
- Patterns of Movement

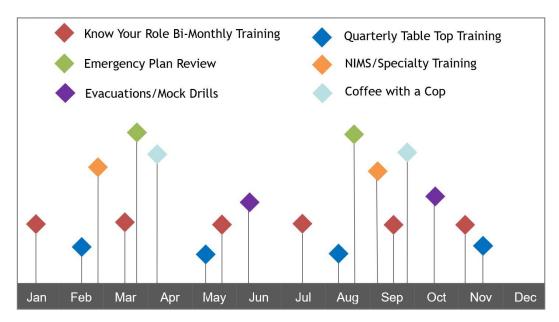
- Baton Grip
- Baton Methods of Carry
- Baton Draws
- Baton Two-Handed Grip Blocks
- Baton Counter Strikes
- Baton Retention

Certified Training

In addition to market-segment training, GardaWorld also financially supports and encourages our managers' efforts to pursue the Associate Protection Professional[™] (APP) and Certified Protection Professional[™] (CPP) designations from ASIS International.

1. Highlight unique services and management tools and indicate the benefits of them to the City.

At GardaWorld, emergency preparedness is one of the most important aspects to our valueadded services offering. Therefore, we partner with our clients to create an annual calendar each year with a pre-planned Emergency Preparedness Schedule. Below we have crafted a sample calendar.



On-going Vulnerability Testing and Intrusion Drills

Through on-going situational testing and drills, our security officers are better prepared for real-life emergencies and threats. With a breadth of our regional team including project and account managers, recruiters, and human



resources; our team keeps our officers on their toes by participating in ongoing vulnerability tests.

Emergency Plan Review:

March and August: Twice a year, we take a deep dive in reviewing City of Kansas City, Missouri's Emergency Plan. This keeps the plans up-to-date and allows us to be better prepared in the event of an emergency at any one of your locations. Areview in August is timely in preparation for National Emergency Preparedness Month, which is September.

Quarterly Tabletop Exercises

We recommend conducting quarterly training and tabletop exercises. The topics can range throughout the year based on current events and threat analysis levels.

NIMS/Specialty Training:

We propose hosting National Incident Management System training to your teams twice throughout the year. This includes your site management teams as well as people from other departments within the City of Kansas City, Missouri.

Coffee with a Cop

In conjunction with National Preparedness Month in September, as well as in April (before the warm summer months hit) we propose scheduling "coffee with the cop" meet and greets in the lobby of your buildings so thatyour local PD contacts can interact with City of Kansas City, Missouri employees, answer questions, and become friendly faces.

Evacuations / Mock Drills

We recommend a minimum of 2 mock drills annually. Training by situational practice is key to being prepared in the event of a real emergency. It is the closest thing you can get to a reallife scenario, and best prepares your team and your employees in the wake of emergencies.

GardaWorld's Know Your Role Program

This best practice initiative was created for building teams to understand all personnel roles in an emergency.

- Cuts down confusion amongst the team by knowing what others are responsible for.
- Know Your Role assists with the emergency event to resolve it faster and be better prepared foremergency services when they arrive.

We know everyone is busy and sometimes it's hard to get everyone together for tabletop exercises that can last one or two hours. Our solution was creating the Know Your Role program where you andyour building team can come together to review various emergency situations in only a quick 15-minutemeeting.



Your Role" for the month of July at 1800 Massachusetts Ave. NW. This month's subject was based on Suspicious Packages, and discussed what everyone's role would be during this type of incident. This newest best practice includes the entire building team of Property Management, Housekeeping, Security, and Engineering. It was a success!



- Once a month, a topic will be chosen by the SecurityManager in charge on an emergency related event.
- Property Management, Security, Engineering, andHousekeeping will meet for 15 minutes in the mainlobby and discuss the topic.
- Each department will discuss their role during anemergency.
- A record keeper (this can be anyone in the group) willfill out an agenda listing each department's responsibility in the scenario.
- Before the session ends everyone should sign in onthe roster provided by the Security Manager.
- All documents should then be placed in a binder forrecord keeping.
- Once the session is over everyone on the team will have a full understanding of each person's role in anemergency.

Know Your Role Bi-Monthly Training:

We propose the following as a sample list of bi-monthly training initiatives:

- January: Active Shooter
- March: Suspicious Activities
- May: Protestors
- July: Evacuation Response
- September: Fire Warden
- November: Terrorist Threats

Training for The City of Kansas City, Missouri, and Stakeholders

Garda's training initiatives expand past simply training and educating our security team. As your security partner, Garda is invested in providing training to your management team and staff through various tabletop exercises. These trainings can cover a wide variety of topics, ranging from high-level panel discussionsto engaged tabletop exercises. The goal is to expand upon your emergency preparedness plans and builda stronger security partnership among all those involved at City of Kansas City, Missouri. These types of trainings have a multi- pronged effect towards the reduction of liability and risk mitigation.

"The DC Homeland Security and Emergency Management Agency (HSEMA) enjoys full participation in emergency preparedness efforts. When theDepartment of Homeland Security Federal Emergency Management Agency developed "Whole Community Preparedness," that offered the opportunity for further strengthening of relationships across agencies and organizations, as wellas, with individuals and community members. Having recently been a part of thatwith them pertaining to an active shooter scenario, means that there is aconcerted effort here and that GardaWorld Security is leading the way engaging their teams, clients, and the local response agencies"



- Kim McCall, Outreach and Community Engagement Director atHomeland Security and Emergency Management Agency

Complimentary Public-Private Seminars

Garda partners with many public and private enterprises in the region to provide training to a variety of constituent groups. Through educating the private sector, our goal is to promote collaboration, communication, and public-private partnerships. These seminars are geared towards bringing together many security-minded individuals. The goal is to help educate the private sector on emerging security threats and how to better respond. Mirroring the goals of local, state, and federal law enforcement, we want to further promote the "See Something, Say Something" mantra. Past events have included representatives from Washington Regional Threat and Analysis Center, HSEMA, National Threat and Analysis Center, Former CIA, and FBI agents. These relationships allow GardaWorld to bring a unique level of resources to the City of Kansas City, Missouri.





Civil Unrest Preparation

GardaWorld's mission is to "make the world a safer place by protecting our clients' people and assets everywhere." And, because of this, it was imperative that we adequately prepared our clients and the community for the increase in civil unrest seen across the country. Because we reside in the Central Region, the need is even greater. GardaWorld's Director of Consulting has conducted webinars with law enforcement leaders and experts to provide this timely information. We have provided our clients and the community with a checklist for civil unrest preparation. Our officers at client sites in vulnerable areas, are receiving protest specific training to mitigate the risk of having an unexpected event due to protests. And we are increasing security officer presence in the region to provide real-time information and be an additional resource to our clients if needed.













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What makes your business/firm betterthan the competition?

Over the years, security companies have been challenged to do two things – differentiate themselves from one another and establish high quality service levels. At GardaWorld, we believe there are five hallmarks that differentiate us from our competitors and create an opportunity for us to provide unique, high-quality service. These hallmarks are derived from surveys of our clients and represent the characteristics that our client promoters indicated they most appreciate about GardaWorld Security Services.

Hallmark #1 - Management Responsiveness and Professionalism

Responsiveness and professionalism of our staff is rated as the top attribute our clients most appreciate about GardaWorld according to our client surveys. We believe responsive service with a real sense of urgency can only be delivered through great leaders who possess the utmost **integrity**, aligning with one of the four values in our seal. Averaging over 20 years of industry experience, our team of security management professionals build great relationships with our clients and employees and respond proactively to their individual needs.

Hallmark #2 - Great Security Officers

Client surveys indicated that professionalism and quality of our security personnel is the second most critical area in which our clients appreciate and promote GardaWorld. In an industry that often ignores front-line employees, GardaWorld views our employees as our most important "asset" and sustainable competitive advantage, reinforced by our employees giving us the highest Glassdoor rating in the security industry. **Respect** is one of the four values on our seal because we engage and equip our security personnel with a management culture of servant leadership through which front-line employees are at the top of the organizational chart, while managers and executives support UP to the most important person – the security officer. In addition to an employee-centric culture where we hope our employees never feel like "just a number," our **Recruiting and Hiring Process** is among the most rigorous and stringent in the industry. It is not easy to get a job with GardaWorld for a reason, as evidenced by our 1 in 15 ratio of applicants to hires.

Hallmark #3 - Performance-Based Business Model

Client surveys have praised GardaWorld's record of performance as the third reason they appreciate partnering with us. One of the four values on our seal is **vigilance** signifying our focus on quality assurance and transparent performance measurement. We believe customers are seeking complete transparency in their partnership with their contract security firm, and we are proud to offer The Truth Report, aligning directly with another of the four values on our seal of **trust**. The Truth Report provides clients with an analysis of objective service areas supported by real quantifiable data that simply does not allow for any component of our delivery system to be hidden. As a customer should expect, all positive AND negative results will be documented and reported in an unceasing effort to offer "standards beyond the standard."

Hallmark #4 - Flexibility and Customization

Our clients ranked agility, flexibility, and willingness to customize a security program to fit their constantly changing needs as the fourth characteristic they most appreciate about GardaWorld, attributes that we deliver through our **Customer First Service Program**. Some security companies can't be this nimble because of their bureaucracy, but GardaWorld clients never have to settle for a cookie-cutter, one-size-fits-all program. We will always advise of the benefits of standardization to drive efficiency, cost-effectiveness, and consistency. But as a privately held organization who answers to our clients and our employees, GardaWorld can provide highly customized services that are unique among larger security firms.

Hallmark #5 - Global Company with a Boutique Business Philosophy

Strong relationship with management and on-site staff rounds out the list of top five GardaWorld attributes from our clients. Operating in all 48 continental states and with a global reach across five

continents, GardaWorld is one of the largest security organizations in the United States and the world, but the only one that has maintained the personal touch and feel of a privately-owned boutique firm. Each client should feel like they are unique, made possible by our **Customer First Service Program**. Each employee should feel like they are a part of an extended GardaWorld family, made possible by our **Benefits and Recognition Package**. Based on our goal to be the best security company to work for and the best people to work with, we have always grown our business one client and one employee at a time.

Customer First Service Program

At the heart of our quest to deliver "standards beyond the standard" from the status quo in the industry is our **Customer First Service Program**. This proprietary program has been designed to deliver an exceptional customer experience at both the transactional level for our security officers and the relational level for our managers. Whether it is the thousands of touchpoints per day a security officer has with employees, tenants, guests and visitors at our client properties, or a high-level meeting one of our managers has with a client contact, this program teaches our employees to ask themselves the question – *how does this make the customer feel*?

All employees are required to complete the Customer First Service Program as part of the Welcome to GardaWorld pre-assignment training. Upon completion, all employees sign the **Customer First Service Pledge** – five principles that are printed on the Core Values Card issued upon hire. These five pledges are:

- I will put the needs of our customer first.
- I will show integrity in all customer encounters by being honest and keeping my promises.
- I will make a memorable impression from first to last interaction by fulfilling the 3 Steps of Service Warm Welcome, Fulfill Any Needs, Fond Farewell.
- I will personally own and respond urgently to any customer concerns.
- I will fulfill the Golden Rule of treating others the way I would want to be treated.

This training incorporates best practices developed within GardaWorld along with key principles from the Ritz-Carlton Legendary Customer Service Program. Topics include the "10-5" First Impression Rule, Professional Appearance, "3 Steps of Service" from the Ritz-Carlton Gold Standards and the "LEAP" concept to own customer concerns. The goal of this program is to prepare all uniformed personnel and non- uniformed management to deliver best-in-class service to all clients regardless of geographical market, facility type or scope of security service. *The best proof source of our success in meeting this goal can be demonstrated by our 95% annual client retention rate in an industry that traditionally averages less than 90%.*

What are you looking for in a security partner?

Big Company Resources and Service Lines

- GardaWorld is the largest privately-owned security services company in the world with over \$3B annual revenue and over 120,000 employees operating on five continents and headquartered in St. Louis, Missouri
- One of the largest security companies in the United States with nearly \$700M annual revenue operating across 60+ branch offices with 30,000 employees capable of servicing all 48 continental states

 One-stop shop for all your security needs ranging from manned guarding to ECAM virtual guarding to BEST Crowd Management to cash logistics to Crisis24 global risk management services

Small Company Culture

- Owner-operated business model built upon a philosophy of servant leadership resulting in happy and motivated employees and the highest Glassdoor employer satisfaction rating in the security industry
- Inverted organizational structure designed to equip and support our uniformed personnel with a manager/supervisor to security officer ratio of 1:5
- Best-in-class and highly attentive service delivered through our Customer First Service Program and proven by our industry-leading 95% annual client retention rate

Staffing Company with Qualified Personnel

- Centralized and localized talent acquisition recruiting teams and candidate assessment process allowing us to remain the most selective security firm in the industry with a 15:1 applicant to hire ratio
- Richest 401(k) match in the industry and monetary recognition awards to 1 in 5 employees culminating in an employee retention rate approximately twice industry averages

Trusted Company Integrity and Transparency

- Our core values of Integrity, Trust, Vigilance and Respect are so foundational to our culture that they are worn by all hourly staff in the seal on our uniform patch and carried by all personnel from security officer to senior executives in our Mission and Values Card
- Transparency and visibility of performance through the windows of the Truth Report KPI report and eHub client dashboard driving continuous improvement and trust in the business partnership

Innovative Company Cost-Effectiveness and Technology

- Efficient administrative and operational technology tools such as our ATS for effective hiring, LMS for effective training, automated scheduling system resulting in 99% accuracy in payroll and billing, automated vehicle tracking for enhanced safety and G-Track for site security operations reporting
- Hybrid service capability leveraging our ECAM virtual guarding camera and remote monitoring platform as a force multiplier to save significant cost through a reduction in manpower
- 2. Describe your Quality Assurance Plan.

To deliver exceptional customer service, an organization must do a great job of leading people and managing processes. At GardaWorld, we are committed to best-in-class operational processes and technology tools that reinforce and equip our people to succeed while providing transparency into our service for our clients.

The Truth Report KPI Performance Report

The cornerstone of our commitment to quality assurance and **Return on Investment (ROI)** is our industry leading and proprietary performance measurement tool, The Truth Report. Drawn from the Best Practices of technology and engineering firms combined with our own internal productivity experts, GardaWorld has developed and designed this report specifically with the intent of capturing measurable performance data. To assess real service delivery. Unlike other performance scorecards, where subjectivity and opinion allow for negative results to be covered up, The Truth Report provides our customers with an analysis of 10 **objective** KPI's supported by real quantifiable data that simply does not allow for any component of our delivery system to be hidden. As a customer should expect, all positive AND negative results will be documented and reported in our unceasing efforts to offer "Standards Beyond the Standard."



3. State approximate date your business/firm is available to begin workon the Project.

GardaWorld Security is the current provide and will continue to provide seamless service to the City of Kansas City, Missouri.

4. Discuss your transition plan to begin providing services.

GardaWorld Security is the current provider and will continue to provide uninterrupted service to the City of Kansas City, Missouri. We have included an overview of our transition plan to further describe our ability to meet the staffing needs at your facilities, including hiring additional officers as needed.

Transition Plan

New account start-up procedures are critical to the success of any client relationship. It is the goal at GardaWorld to minimize the volatility of change by ensuring as seamless a transition as possible with very little involvement required of the client. In normal circumstances, we recommend a 30-day transition process for a successful start-up, although that time frame can be reduced in emergency situations and lengthened for large or complex applications. Depending on the scope of award with the City of Kansas City, Missouri, we would recommend a 30-day transition period.

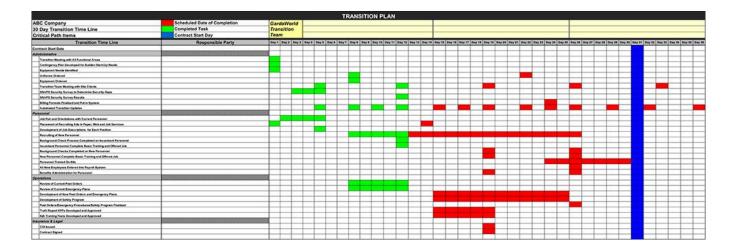
The GardaWorld transition methodology is based on the U.S. Military's backward planning concept. First, we identify the critical event (contract start date) and when it must occur, then identify and create a list of all the necessary actions that must occur prior to the critical event to ensure the desired outcome and manage backwards from that event. Across GardaWorld, we can cite a successful track record of relevant past performance and proven expertise in managing large, complex, and multi-site locations. Experience gives us the confidence to design and support the business for any client in using "best in class" practices which are based on leveraging efficiencies, innovation, measurable results, and continuous improvement.

Upon award of contract, we will immediately assemble and deploy a transition/program development team. This team will be comprised of key representatives and functional practitioners in the areas of security operations, human resources, benefits, training, finance, and administration, with the size of the team determined by the size and scope of the transition. The critical objective of everyone assigned to the Transition Team will be to launch a transparent transition and design and initiate the appropriate business processes needed to support our new business opportunity.

Joe Smith, General Manager has been selected, to serve as the Transition Lead for the City of Kansas City, Missouri. Other members of the transition team will include local, regional, and national resources to ensure a seamless and successful transition.

Transition Timeline and Plan

As part of the transition, a detailed weekly Transition Matrix Spreadsheet will be provided that details and color codes 37 milestones in the areas of administrative, personnel, operations and legal to be completed each week and identifies the responsible employee for each task. This spreadsheet is updated and provided to the client's contacts on a weekly basis. We will provide a customized transition timeline matrix for the City of Kansas City, Missouri upon award of the contract. Please see a sample of this matrix below:



Sample Transition Matrix Spreadsheet

5. Propose additional performance measures including why the performance measure is important and how the City will measure and verify performance.

GardaWorld utilizes carefully selected technology to support our operational processes. It is our objective through these processes and tools to manage your security contract professionally and efficiently. In addition to the Applicant Tracking System (ATS) and Learning Management System (LMS) discussed in the Human Capital Processes section, here are additional technologies we offer to verify performance.

eHub Client and Employee Portal

At GardaWorld, our goal is to continue to earn your business every day and to continue to make it easier for you to do business with us. With that in mind, we are pleased to provide to our customers an account-specific portal which allows us to enhance communication, knowledge-sharing and reporting specific to

your account. In addition, the information provided through this automated mechanism called eHub drives accountability and transparency from us to our customers and continues to increase the quality of our service.



Through our client and account specific portals, GardaWorld clients can do the following:

Feature	Benefit
View current and past invoices and supporting documentation for the past 18 months	Provides a repository for invoice reconciliation Reduces billing-to-payment turnaround time
Print or export invoices in a variety of formats	Export financial information for reports, projects, visuals, and easy sharing Maintain paper copies
Submit paperless requests for additional work	Eliminates manual processes Convenient and easy-to-use Reduces response time
Receive request confirmations and view status of requests	Reassures customers in real-time that requests are being addressed
View Employee Turnover Reports	Review employee turnover by job Increase knowledge-sharing
View Employee Roster Reports	Understand exactly who is working your site(s)

View Compliance Reports	Increases accountability that every employee meets the job site requirements
View employee inspections	Increases quality of service Provides accountability Decreases paper and processing time Automates inspection process Photos add verification and clarity Be notified when inspections have been completed
View results & deficiencies	Decreases response time on deficiencies Results display quality goals (see our Quality Assurance section for more details)
View scheduled work at job sites	Stay informed on work performed at job sites Ensures accountability
View messages, events, links, images, and documents	Receive job-specific or global information Improve communication lines

WinTeam Automated Payroll, Billing and Scheduling System

GardaWorld utilizes a payroll, billing and scheduling system called WinTeam, a software product of Team Financial. This automated management system integrates scheduling, payroll and client billing and ensures that proper shift scheduling will drive correct payroll, which in turn will drive correct billing. **GardaWorld proudly maintains a 99% payroll/billing accuracy rate.** Some of the benefits of WinTeam include:

- Complete integration with payroll and billing to eliminate errors
- Instant selection and availability status of personnel to accommodate scheduling changes and minimize scheduling inefficiencies such as unnecessary overtime
- Automated tracking of security officer training and capabilities to match with the Essential Functions Profile for your site

TeleTeam Post Confirmation System

TeleTeam is an automated, interactive tele-monitoring system that ensures officer safety and consistent post coverage. With TeleTeam, security officers must telephone into the system at the beginning of the shift and at periodic intervals as identified in each contract. TeleTeam logs the call and recalls back to the post for verification automatically. Failure to respond to TeleTeam brings an immediate response from Client Services or Field Supervision so that we are proactively solving any potential open post situations.

GTrack Technology Tools

GardaWorld deploys a variety of technology solutions to Security Officers, managers, and clients on the secure, virtual GTrack platform. Officers capture and report critical information from the field while supervisors can track their exact locations validated by NFC location data, geofences and real-time notifications. This presents you with an extraordinary "view" of your security operations. Patrol requirements and activities can be programmed to alert by text or email message when incidents occur or if emergencies are reported. Clients have access to events in 'near real-time', within seconds of their occurrence, providing a distinct advantage knowing that mission-critical activities are being mitigated in a timely and efficient manner.

The primary advantage of GardaWorld's GTrack technology platform is the ability to customize data gathering and reporting functions to meet the needs of each customer. GTrack is not a "one-size fits all" or a "cookie cutter" solution, but rather a scalable technology designed to fit the unique needs of each client and site.



GTrack is available on a PC or Android smartphone. GTrack for PC access is deployed using client-site computers and can be secured inside a client network with VPN technology. GTrack's mobile version is provisioned on secured Android site phones. Information is secured, archived, and sharing between security officers, supervisors, managers, and customers using report forms and activity tracking tools that synchronize between computer entry points and mobile units. GTrack for PC is an essential compliment to the GTrack mobile system Security Officers use for routine patrolling. Clients have access to their own portal with reporting options that can be customized with interactive graphs and tables.

GTrack for PC is always free to our customers who provide computer and internet access. Many functions found on the mobile platform are available to Officers who use the PC, including but not limited to:

- Time and attendance reporting soon live links to GardaWorld payroll
- Filing electronic daily activity reports developing site metrics
- Submitting incident reports with options for supervisor approvals
- Add photos to reports from local drive storage
- Facilitating visitor management reporting arrivals and departures
- Reviewing previous pass-down logs
- Accessing Post Orders any PDF documents can be uploaded
- Track check-out and check-in of assets or key inventories
- Messaging to managers and Regional Communications Center dispatchers
- Employing customizable alerts and notifications

GTrack for mobile is the Android handheld portable platform that includes all reporting functions and modules available in the software system. The screen view accessed by Officers is customized so they see only the applications, functions and modules that are authorized and required at the site. Unlike other security reporting software solutions, with GTrack for mobile or PC, there are no extra costs for any modules or components.

Mobile Officers have access to all the same tools as deployed in GTrack for PC. Added are access to text messaging, camera, and phone. All mobile GTrack site phones are setup to report location data and protected from tampering by a robust, vendor-managed Mobile Data Management (MDM) security application.

Officers sign-in with the same usernames and passwords as they would use with the PC access. The same report templates and workflows are

deployed in the mobile environment with the same ability to add photos, video clips or text to illustrate and augment field observations or incidents reports. Officers verify their patrol routes with inexpensive Near Field Communication (NFC) tags. Time and attendance can be collected to meet company, contract, and labor agreement requirements. Scans or reports can be flagged to address compliance reporting. Guard tour reports can be immediately delivered to selected stakeholders or summarized in scheduled automatic reports, configured to the exact requirements of the site, contract or email recipient.

The unique nature of mobile technology and networks provide the mobile Officer additional features not found on PC systems. These are valuable functions that help bolster productivity, compliance, and situational awareness.

- GPS tracking and reporting using pre-set geofences
- Place and time compliance using virtual GPS tags
- Seamless integration of virtual GPS tags, QR codes and NFC tags
- "Push" notifications to mobile devices
- Officer safety tracking and alerts linked to Regional Communications Centers

Workflows can be deployed on both GTrack for PC and mobile platforms to support real-time reporting for logistics and inspection system requirements. Whether used for GardaWorld internal quality control or customer reporting for truck or trailer tracking at control gates, GTrack is used at warehouses and transportation terminals nationwide to improve the efficiency and effectiveness of logistics and property inspection documentation. From truck gates, Security Officers can easily record essential data and images to control and report

tractors, trailers, or any other type of vehicle. The reporting templates can be easily customized to the needs of customers. Clients have real-time, 24/7 access to logs and reporting tools through password-secured web portals.





- Tractor license plates
- Trailer numbers
- Seal numbers, intact or damaged
- Inbound or outbound
- Driver License data
- Manifest numbers and images
- Notes

Clier	turn to Menu nt ID				s	te		Officer	Name		From Date		
JB	HUNT				*	2401 - JB HUNT - S	TOCKTON	~					
Truc	k Company						Truck Number Tr	railer Numbe	r Seal Nun	ber Inbour	nd or Outbound	Driver Name	
	Any					~	Any 👻 -	Any 👻	Any -	- 👻 An	y 🛩	- · Any · · 👻	
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Across the country, GTrack is used by GardaWorld managers, supervisors, and Field Inspectors to support essential and required internal quality control programs. A handheld field inspection and quality

assurance system expedites Officer assessments and improves the effectiveness of security operations. Information vital to the efficiency of operations, personnel, sites and/or equipment is easily captured and relayed to stakeholders for reporting compliance and analysis. The ability of Field Inspectors to complete their tasks without paper or office visits means they spend more time visiting sites, talking with GardaWorld Officers and 'inspecting what we expect'. Inspections include checklists, notes and images to document conditions, knowledge, and appearances to ensure that GardaWorld personnel are meeting Company and customer contract requirements.

GTrack mobile can be also used to support Covid-19 'opening protocols by deploying simple occupancy monitoring tracking tools. With clear, visual, pushbutton images, Security Officers at entry control points can continuously report the number of people passing in or out of a checkpoint. If customers select occupancy

limits, the Officers are visually notified immediately if limits are approaching or reached. Notification to GardaWorld personnel, dispatchers or client stakeholders is made through text or email messaging as well as on-screen 'push' notifications for GTrack users.



ATTACHMENT B-PRICING

PRICING – With MBE 24% Participation Requirement

Guards	Ye	ar 1	Yea	r 2**	Yea	r 3**	Yea	r 4**	Yea	r 5**	Year 6**	
	Pay Rate	Bill Rate	Pay Rate	Bill Rate	Pay Rate	Bill Rate	Pay Rate	Bill Rate	Pay Rate	Bill Rate	Pay Rate	Bill Rate
Level 1	\$16.00	\$23.50	\$16.32	\$23.97	\$16.65	\$24.45	\$16.98	\$24.94	\$17.32	\$25.44	\$17.32	\$25.44
Level 2	\$17.00	\$24.97	\$17.34	\$25.47	\$17.69	\$25.98	\$18.04	\$26.50	\$18.40	\$27.03	\$18.40	\$27.03
Shift	* • • • • •	* ~~ <i>· · ·</i>	.	4 00.07	.		.	* ~~ ~~		\$ \$\$\$\$\$\$.	\$ 00.00
Supervisor	\$18.00	\$26.44	\$18.36	\$26.97	\$18.73	\$27.51	\$19.10	\$28.06	\$19.48	\$28.62	\$19.48	\$28.62
Security Supervisor	\$19.00	\$27.91	\$19.38	\$28.46	\$19.77	\$29.03	\$20.16	\$29.61	\$20.57	\$30.21	\$20.57	\$30.21
oupervisor	ψ10.00	Ψ27.51	φ10.00	ψ20.40	φ10.11	ψ20.00	φ20.10	ψ20.01	ψ20.01	ψ00.21	φ20.01	ψ00.21
Armed Guard	\$22.00	\$32.31	\$22.44	\$32.96	\$22.89	\$33.62	\$23.35	\$34.29	\$23.81	\$34.98	\$23.81	\$34.98
*Account Manager	\$28.85	\$0.00	\$29.42	\$0.00	\$30.01	\$0.00	\$30.61	\$0.00	\$31.22	\$0.00	\$31.22	\$0.00
*Scheduling/ Payroll	ψ20.00	ψ0.00	ψ23.42	ψ0.00	φ00.01	ψ0.00	φ00.01	ψ0.00	ψ01.22	ψ0.00	ψ01.22	ψ0.00
Manager	\$21.71	\$0.00	\$22.14	\$0.00	\$22.58	\$0.00	\$23.04	\$0.00	\$23.50	\$0.00	\$23.50	\$0.00

*The Account Manager and Scheduling/Payroll Manager positions are part of GWSS overhead costs and there are no additional hourly bill rates passed on to the City of Kansas City Missouri

**Please note increases are estimated only, we are looking to use the CPI index as noted below and work with the city each year to maintain a budget that allows best in class service expected by the City of Kansas City Missouri

Other Requeste	Other Requested Billable Items								
GTrack Cell Phone Devices	Per	Cell Phone /	\$125.00						
		Hardware Monthly							
		Cost							
Marked Vehicle	Per	Vehicle Monthly	\$1265.00***						
		Cost							
***Vehicle Maintenance and	d Fuel Bi	lled to Client as a Billal	ole Pass through						

United American Security LLC., d/b/a Garda World Security Services claims any available Buy Kansas City, Buy Missouri, or Buy American preferences available. Our Headquarters is located at 1699 South Hanley Road, Suite 350, St. Louis, MO 63144.

* Refer to "Attachment 6 – Personnel" question number 5 for hours per week breakdown per location and coverage assignments.

** One and one half the above hourly bill rates will be charged for any client requested overtime or additional service above the standard hours with less than contracted notice and any hours worked on the following major holidays, including the following: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving (2 days) to include Friday after, Christmas Day. To help keep overtime to a minimum, GardaWorld Security will employ Special Response Officers (SRO's) to fill in for vacations, call-offs, etc.

Renewal Options: The Rates are fixed for Renewal Years 1 through 5 of the Contract. Notwithstanding the fixed rates for Renewal Years 1 through 5 of the Contract, Contractor may request an increase to the Rates for: (1) any increase in the applicable federal, state, county and/or local minimum wage requirement; (2) any increase in legally required employer contributions or payments (including, but not limited to, increases in the employer's contribution for worker's compensation, unemployment compensation, and social security); and (3) any increased costs related to compliance with any applicable prevailing wage or similar laws and/or the Patient Protection and Affordable Care Act (healthcare reform), collective bargaining agreements or any other statutory increases. Notwithstanding the foregoing, if Contractor requests a rate increase due to one of the forgoing reasons, the Contractor shall provide written justification and the . Contractor shall request all rate increases by January 1^{s.} The parties shall execute a contract amendment that reflects any price increase.

Note: Current contract has a separate billable item for "management fee" this has now been incorporated in the hourly bill rate. Previous mark up was an average of 1.415 has increased to 1.469 to include the management fee. The additional costs have gone to increase the Officer's wages to elevate them above the <u>\$15.00 minimum wage ordinance</u> <u>as set by the city</u>. Please refer to the section below labeled "Wage Determination Research". This proposed pricing is approximately 9.39% over current contracted rates.

Our rates are inclusive of the following:

- All wages and associated payroll taxes and insurance
- Paid Vacations based upon GardaWorld's standard vacation policy: 1 week at one year, 2 weeks at five years; 3 weeks at 10 years. Any additional vacation accrued, earned, or requested (i.e. incumbent employee staff) will be billed as incurred.
- Unscheduled overtime
- Complete sets of uniforms including outerwear and rain gear including replacements as needed. Uniforms are provided free of charge (no deposit or purchase) to all Security Staff.
- Medical Insurance (Base MVP Plan)
- Group Life and Accidental Death Insurance
- 401K plan with company match (best in the industry)
- Direct deposit or cash pay card
- Workers Compensation Insurance
- General Liability Insurance
- Employee Fidelity Insurance
- Compliance with local licensing
- Security officer recruitment, background checks and screening, aptitude, and behavioral testing
- ISOP and Welcome to GardaWorld Pre-assignment Training
- Initial On-Site Training (24-60 Hours). Any additional required or requested training would be billable standard wage rate.
- First Aid/CPR/AED Training
- Handcuffing and Pepper Spray Training
- Weekly/Biweekly/Monthly service review and planning meetings
- Officer recognition and motivation program
- Drug Screening
- Standard reporting forms
- Management, supervision, and support services
- 24-hour Communications Center

• Site Specific written test-based Post Orders

ATTACHMENT C- CONTRACT UTILIZATION PLAN