



Date May 23, 2022

ACCEPTING PROPOSAL OF MATT HOLETON ENTERPRISES, LLC, D/B/A SIGNAL OF DES MOINES TO PROVIDE ARMED SECURITY SERVICES AT CITY FACILITIES AND APPROVING AGREEMENT FOR THE PROVISION OF SAME

WHEREAS, the City desires to procure uniform armed security officer services for certain City facilities; and

WHEREAS, the Procurement Division issued a Request for Proposals (#J22-271) for Armed Security Services for City Facilities, which was issued to 24 potential proposers, with 8 proposals received; and

WHEREAS, the Evaluation and Selection Committee reviewed the proposals submitted, and recommends that the City Council approve award of contract to Matt HOLETON Enterprises, LLC, d/b/a Signal of Des Moines, 950 Office Park Rd, West Des Moines, IA 50265, Matt HOLETON Franchise Owner/Operator (“Contractor”), at the per-officer hourly rates of \$50.00 per hour for building armed security at stationary posts with the option for additional services of \$35.00 per hour for building unarmed security at stationary posts and not-to-exceed \$80.00 per hour for vehicle patrol security services; and

WHEREAS, the City Facilities Division and the Contractor have negotiated an Agreement for Armed Security Services for City Facilities (#J22-271), in form on file in the office of the City Clerk, for the provision of said services at City Hall, Argonne Armory, Municipal Services Center I, Municipal Services Center II, various special meetings as scheduled, and for optional additional services as needed, for an initial contract term of three years and option to renew upon mutual agreement of the parties for one additional three-year term, at an annual estimated cost of \$500,000.00 based on the per-officer hourly rates stated above and in said Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Des Moines, Iowa, that:

1. The proposal submitted by Matt HOLETON Enterprises, LLC, d/b/a Signal of Des Moines in response to Request for Proposals #J22-271 for armed security services at City facilities is hereby accepted.
2. The Agreement by and between the City of Des Moines and Matt HOLETON Enterprises, LLC, d/b/a Signal of Des Moines for Armed Security Services for City Facilities (#J22-271), in form on file in the City Clerk’s Office, is hereby approved, and the Mayor is authorized and directed to execute said Agreement for and on behalf of the City and the City Clerk is directed to attest to his signature.
3. The City Manager is directed to administer said Agreement, and is further authorized to approve and execute addendums to provide for additional security services and to approve and execute one three-year renewal of said Agreement, in accordance with the terms thereof.



Roll Call Number

Agenda Item Number

27

Date May 23, 2022

(Council Comm. No. 22- **233**)

MOVED BY _____ TO ADOPT.

SECONDED BY _____.

APPROVED AS TO FORM:

/s/ Glenna K. Frank
Glenna K Frank
Assistant City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
BOESEN				
COLEMAN				
GATTO				
SHEUMAKER				
MANDELBAUM				
WESTERGAARD				
TOTAL				

CERTIFICATE

I, P. Kay Cmelik, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

MOTION CARRIED APPROVED

_____ Mayor

_____ City Clerk

**AGREEMENT BY AND BETWEEN THE CITY OF DES MOINES
AND MATT HOLETON ENTERPRISES, LLC, D/B/A/ SIGNAL OF DES MOINES
FOR ARMED SECURITY SERVICES FOR CITY FACILITIES (#J22-271)**

THIS AGREEMENT for Services (“Agreement”) is made by and between the City of Des Moines, Iowa, a municipal corporation organized and existing pursuant to the laws of the State of Iowa, hereinafter referred to as the "City", and Matt Holeton Enterprises, LLC, doing business as (d/b/a) Signal of Des Moines, an Iowa limited liability company, 905 Office Park Road, West Des Moines, Iowa 50265, referred to as the “Contractor”.

WHEREAS, the City desires to procure uniformed armed security services for City facilities as described in Attachment 3 to the RFP as defined herein; and

WHEREAS, on February 16, 2022, the City’s Procurement Division issued a Request for Proposals (#J22-271) for Armed Security Services for City Facilities (herein “RFP”), which was issued to twenty-four (24) potential proposers with received eight (8) proposal(s) in response; and

WHEREAS, the Evaluation and Selection Committee reviewed and determined that the proposal submitted by Contractor (herein the “Proposal”) should be selected and recommended as the best proposal to the City Council for award of agreement; and

WHEREAS on _____, 2022, by Roll Call No. 22-_____, the City Council accepted the proposal of the Contractor; and

WHEREAS, this Agreement is intended to formalize and implement the provisions of the RFP and of the Proposal, and all parts thereof and exhibits thereto, all of which are made a part of this Agreement by this reference.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1: SCOPE OF SERVICES TO BE RENDERED

Contractor agrees during the term of this Agreement to provide to the City, under the terms and conditions set forth in this Agreement, the RFP and the Proposal, services consisting primarily of, but not limited to, providing one on-site uniformed armed security services officer per shift at all City service locations identified in RFP Attachment 3, to cover all regular City business hours and public meetings and special work sessions scheduled outside of regular business hours, and for scheduling and training same. In performance of this Agreement, Contractor shall provide all services set forth in, and in accordance with, Section 3, “Service and Agreement Requirements”, of the RFP as copied in Exhibit 1 hereto and incorporated by reference herein. All services provided by Contractor under this Agreement must be conducted in compliance with the Iowa Department of Public Safety’s Division of Administrative Services - Iowa Private Investigation/Private Security/Bail Enforcement: <https://dps.iowa.gov/divisions/administrative-services/bail-enforcement-private-investigation-private-security>.

The City may add or reduce the number of officers that Contractor is required to provide throughout the term of this Agreement, and/or may add or reduce the number of City locations for which Contractor shall provide

services throughout the term of this Agreement, by written Addendum hereto, which Addendum shall be approved and executed by both parties.

SECTION 2: CONTRACT ADMINISTRATION

The City Facilities Manager, Facility Operations Manager, or their designee (collectively “Administrator”) shall be the primary liaison between the City and Contractor for the purpose of administration of the services to be performed under this Agreement. The services to be performed by the Contractor shall at all times be subject to the general supervision and approval of the Administrator.

SECTION 3: TERM OF AGREEMENT

The initial term of this Agreement shall commence on _____, 2022 and terminate on _____, 2025, unless renewed as herein provided. This Agreement may be renewed for up to one additional three-year period by written Addendum hereto, which Addendum shall be approved and executed by both parties.

SECTION 4: PRICES AND PAYMENT

City shall be billed by Contractor on a monthly basis for the prior month. Monthly payments, for actual hours worked as supported by timekeeping records provided by Contractor to City, will be made by City to Contractor 30 days after the City’s acceptance of services performed and receipt of approved invoice from Contractor. The Per Officer hourly amount of Fifty and no/100 U.S. Dollars (\$50.00) for building armed security at a stationary post shall apply during the initial term of this Agreement. All invoices submitted by Contractor and payment made by City pursuant to this Agreement shall be in accordance with Section 3.I of the RFP and of Exhibit I hereto.

In addition to the foregoing, the Per Officer hourly amounts of Thirty-Five and no/100 U.S. Dollars (\$35.00) for building unarmed security at a stationary post and a not-to-exceed amount of Eighty and no/100 U.S. Dollars (\$80.00) for vehicle patrol security services, shall apply during the initial term of this Agreement for optional additional services agreed to in writing by City and Contractor, in form of Addendum to this Agreement.

The City reserves the right to withhold payment for services that have not been completed and/or where acceptance of services has not been provided by the City. In this instance the City will provide written notice to the Contractor of unaccepted services. If an invoice has been issued by the Contractor where services have not been accepted by the City, due to nonperformance or inadequate performance, the Contractor must issue a credit memo via e-mail to the Administrator within 24 hours of written notice by the City. The credit memo must include the applicable dates and times and the dollar value of the credit to be applied to the invoice.

Price adjustments may be taken into consideration upon the first 12-month anniversary of the date first stated above in this Agreement and at each 12-month anniversary thereafter for the duration of this Agreement and any approved renewal term. Contractor shall provide sufficient written documentation to City to substantiate any request for price adjustment. Any requested price adjustment shall be submitted by Contractor to the City of Des Moines, Procurement Office a minimum of 60 days prior to each such anniversary date of this

Agreement or renewal term. The City reserves the right to accept or reject any proposed price adjustment, to negotiate more favorable terms, or to terminate without cost, the future performance of the Agreement.

SECTION 5: AGREEMENT DOCUMENTS

This Agreement shall include and be composed of: (1) this Agreement, (2) the RFP and all Addenda thereto, and (3) the Contractor's Proposal. In the event of any conflict or inconsistency between this Agreement and the other documents comprising the Agreement, the hierarchy of precedent shall be as listed above. This Agreement may be amended solely by written amendment executed by authorized representatives of both parties.

SECTION 6: ACCESS TO SERVICE PROVIDER'S RECORDS; RECORDS AUDIT

The Contractor shall maintain such account records in connection with its performance of services for the City as may be reasonably required by the City. The City or any of its duly authorized representatives, following reasonable prior written notice, shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying (each at the City's sole cost and expense) during normal business hours. All such books, records, and documents shall be retained by Service Provider for three years from the later of the date of final payment under this Agreement or under a renewal of this Agreement, and the City may only exercise its rights under this Section 6 once during any 12-month period.

SECTION 7: TERMINATION

This Agreement may be terminated as follows:

- If the City determines in its sole discretion that Contractor has caused a severe or emergency breach of this Agreement, the City may terminate this Agreement immediately upon providing written notice to Contractor.
- If the City determines in its sole discretion that Contractor is not providing Services or otherwise complying with the terms and conditions of this Agreement, the City may give 10 days written notice to Contractor of such default and right to cure. If Contractor fails to cure the default(s) within said 10-day period to the satisfaction of the City, this Agreement shall immediately terminate upon expiration of said 10 days with no further notice required.
- If the City determines in its sole discretion that further performance by the Contractor is no longer in the best interest of the City, the City may terminate this Agreement by giving no less than 30 days written notice to the Contractor.
- The City may terminate this Agreement due to non-appropriation in accordance with Section 4.30 of the RFP.

In any such event, other than in association with Contractor's cure of default during the 10-day notice period when applicable as stated above in this Section, Contractor agrees to cease all activity associated with this Agreement at such time as the written notice is received. Payment for services shall be made by the City for services rendered by the Contractor through the effective termination date stated on said written notice.

SECTION 8: INSURANCE AND INDEMNIFICATION

Contractor shall defend, pay on behalf of, indemnify and hold harmless the City as provided for in Section 5 of the RFP, as also stated in Attachment 1 to this Agreement. Contractor shall obtain and maintain in continuous effect during the term of this Agreement with the City and while any of its obligations remain unsatisfied, the insurance coverages, limits, waivers and endorsements set forth in Section 5 of the RFP and Attachment 1 to this Agreement and shall provide the City with a certificate of insurance showing such coverages prior to execution of this Agreement.

SECTION 9: NON-DISCRIMINATION

As prescribed in Section 4.38 of the RFP, Contractor shall not discriminate or permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, creed, national origin, gender, age, sex, religion, sexual orientation, gender identity, familial status, or disability and shall furnish evidence of compliance with this provision when so requested by the City.

SECTION 10: CHOICE OF LAW

This Agreement will be governed by and interpreted and construed in accordance with the laws of the State of Iowa, and any action relating to this Agreement shall be brought in the Iowa District Court in Polk County, Iowa or the United States District Court for the Southern District of Iowa. If any provision of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

SECTION 11: FORCE MAJEURE

Except for any payment obligations, neither party hereto will be liable for any failure or delay in performing under this Agreement where such failure or delay is due to causes beyond its reasonable control, including natural catastrophes, governmental acts or omissions, laws or regulations, war, terrorism, labor strikes or difficulties, communications systems breakdowns, hardware or software failures, transportation stoppages or slowdowns or the inability to procure supplies or materials.

SECTION 12: NOTICES, PAYMENTS AND INVOICES

All notices which the parties are authorized or required to give one another pursuant to this Agreement, and all reports, payments and invoices, shall be in writing and may be personally delivered, sent by ordinary mail, or sent with a nationally recognized overnight carrier to the addresses hereafter provided. Unless otherwise provided herein, mailed notices, reports, payments or invoices shall be deemed to be received by the party to whom directed when they are postmarked. Such notices, reports, payments and invoices shall be delivered or mailed to the following persons at the addresses listed:

Invoices: FIN-AP@dmgov.org – or – Attn. AP, 400 Robert D. Ray Dr., Des Moines, IA 50309

All other notices and communications:

City:

Jim Hoff
Facilities Manager
City of Des Moines
1551 E. MLK Jr., Parkway
Des Moines, Iowa 50309
Phone: 515-248-6368
Email*: jimhoff@dmgov.org

Contractor:

Matt Holeton
Owner/Operator
Matt Holeton Enterprises, LLC, d/b/a Signal of Des Moines
1821 MILLSTREAM CT
WINTERSET IA 50273
Phone: 402.616.1623
Email*: mholeton@teamsignal.com

*Email above shall apply solely for use of Section 14(B) herein.

SECTION 13: LAWS, REGULATIONS AND CODES

Service Provider hereby agrees that all work done as part of this Agreement, which is subject to current federal, Iowa state, or local laws, regulations, and/or Codes, shall comply with such applicable laws, regulations, and Codes.

SECTION 14: MISCELLANEOUS

- A. Background Checks.** The City reserves the right to perform additional Contractor and Officer assessments, and to request information related thereto from the Contractor, pursuant to Section 3.B of the RFP and of Exhibit 1 hereto.
- B. Removal from Duty.** Pursuant to Section 3.H of the RFP and of Exhibit 1 hereto, the Administrator, or other authorized representative, may request the removal and replacement of any security officer provided by Contractor under this Agreement. The replacement of the security officer shall be accomplished by Contractor within 60 minutes of notification by City. For purposes of this Section, notice shall be sufficient in oral, in-person or email form and may also be undertaken by, but shall not require, written notice as set forth in Section 12 herein. Any security officer that has previously been removed from a City site for "cause" or for performance issues, either under this Section or for other purposes by Contractor and/or by the City, shall not be re-assigned by Contractor to any City facility.

{ Signature Pages Follow }

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year as first above written by their duly authorized representatives.

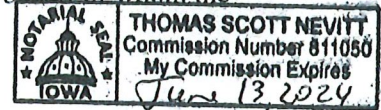
CONTRACTOR:
MATT HOLETON ENTERPRISES, LLC
d/b/a/ SIGNAL OF DES MOINES

Matthew W. Holeton
By: Matthew Holeton
Its: _____

STATE OF IOWA)
) ss:
COUNTY OF POLK)

This instrument was acknowledged before me on May 13, 2022, by Matthew Holeton (name) as owner (title) of **Matt Holeton Enterprises, LLC, d/b/a Signal of Des Moines**, an Iowa limited liability company, on behalf of whom the instrument was executed.

[Signature]



Notary Public in the State of Iowa

EXHIBIT 1
RFP Section 3 – Service and Contract Requirements

The Contractor will adhere to the following Service and Contract Requirements.

A. Contractor Requirements

1. The contractor, which operates as a security business, must be licensed by the State of Iowa for private investigation and watch/guard services, and must be compliant with all federal, state and local laws. The city reserves the right to visit the business location/facility of the contractor to ensure Contractor's capacity to provide specified services, prior to and after making any award.
2. Contractor shall provide and maintain twenty-four (24) hour communication capability i.e., cell phones, radios, etc., between guard stations, control center, and the contractor's supervisory office.
3. Contractor's security officers must be registered as mandated by state law and must have in their possession a current security identification card.
4. If the Contractor determines that a licensed security officer utilized for this Agreement, has any violations as outlined by state law, they must report this with documentation to the Iowa Department of Public Safety and the City Representative and remove and replace the security officer with a qualified security officer.
5. Contractor's Security Officers assigned to a City of Des Moines location must have a minimum of three (3) months experience licensed with the Iowa Department of Public Safety.
6. Contractor shall provide the City with its training manual and certification that security officers assigned to this Agreement have completed the training. The manual shall be provided to the city within five (5) working days of Contractor's receipt of the city's Notice of Intent to Award letter.
7. After assignment to a City site, Contractor shall provide to each security officer a minimum of 16 hours per year (4 hours per quarter) of training. Documentation of instruction must be submitted to the City immediately upon request. Documentation is to be in the form of attendance sheets signed by the instructor. All training must be provided by a competent provider certified in each training type.
8. Contractor must provide continual training and recertification in First Aid, CPR and Automated Electronic Defibrillator (AED) every two (2) years. Contractor must provide, immediately upon request, documentation of training for each individual officer, to include but not be limited to, firearm qualification, de-escalation of force, racial profiling, also any specialized tactics or weapons the officer has been trained in such as OC spray, or electrical control device.
9. Contractor agrees to furnish to the city weekly reports detailing the activities of the security officers at each location listing all normal and unusual events.
10. Contractor shall provide all necessary and appropriate supplies (i.e. pens, paper etc.) and communications equipment (i.e. radios, cell phones etc.).
11. Within one month after commencing the guard operation, a security official must perform along with city staff a security inspection, which will be a detailed study of the facilities and its security. The inspection must cover areas such as fire protection, proper lighting, key control, personnel safety, identification systems, etc. This inspection shall be documented and completed periodically as requested by the city.
12. Contractor shall be held responsible for any thefts occurring due to the negligence of the security personnel.
13. Contractor agrees it will not employ subcontractors for the performance of this Agreement.

B. Background Checks

Upon award, the City reserves the right to perform additional Contractor and Officer assessments, and request the following information from the Contractor:

1. A complete check of the applicant's employment record for a minimum of proceeding ten (10) years. If the applicant does not have ten (10) years of employment history, the employment records check shall be based on the number of years of employment history, and so noted in the report.
2. Complete a national, multi-state police/records check, including a check of fingerprint files on the national basis. A complete fingerprint file shall be submitted to the using City at the Contractor's expense.
3. Contractor is responsible for providing documentation showing that national (multi-state)

background checks and investigations were performed on each security officer to be used for this Agreement. This is to include any back-up personnel used to fill vacations, emergency leave or any other contingency that might arise. The Contractor is responsible for the cost of the checks and investigations and providing this documentation. As part of the evaluation process, the Contractor will have five (5) working days notification from the city, to provide this documentation. All new security officers shall be subject to background checks.

4. Contractor must complete a bi-annual national, multi-state police records check, including a check of fingerprint files for all security officers assigned to the facilities. These checks are to be completed as if it is the officer's first time being checked and are to be performed and submitted bi-annually, based on the employee's hire date. These checks must indicate the individual has no felony record. All files must be sent to the city for review by DMPD.

5. City reserves the right to request an interview with each security officer prior to assignment. Officer assignment may be subject to approval by the city.

C. Supervision of Security Officers

1. Contractor is responsible for assigning security officers to the contract location(s) and providing supervision and training of all assigned security officers.

2. Contractor is responsible for providing uniformed site supervisors who will be available to confer with designated representatives of the city 24/7.

2. The site supervisor must provide close supervision of the security officer(s), shall verify that the officer(s) is on duty when scheduled and shall be available to confer with City representatives at any time.

4. Contractor shall have Mid-Level Management Personnel visit each work site, in a random pattern.

During the visits, each officer shall be inspected for appearance, efficiency of work, and knowledge of duties performed at the contract site. Contractor shall promptly resolve any problems identified to the satisfaction of the City. A written report of the inspection shall be submitted to the city within five (5) working days. Contractor must provide these management duties at no additional cost.

5. All site supervisors shall have the qualifications of the security personnel and shall have a minimum of twelve (12) months experience in the supervision of security operations and personnel. This will be verified and approved by the city prior to assignment of such personnel. This may be verified by way of a resume.

D. Security Officer Responsibilities

1. Security officers shall meet the following minimum qualifications prior to being assigned to this Agreement. The successful Contractor shall submit documentation listed below to the City for approval prior to a guard starting at the site:

a. Each security officer shall possess a minimum of a high school diploma or a G.E.D. certificate.

b. Each security officer must possess enough training to understand and comply with the following standards or rules but not limited to:

Weapons restrictions, carrying a concealed weapon law, and carrying a concealed weapon in City buildings.

Legal rights and responsibilities for security officers set forth by the Contractor and/or any applicable laws, rules, and regulations.

2. Contractor shall insure that all security officers are aware that their primary purpose is to maintain order, protect staff, visitors and property from harassment, injury, damage, theft, sabotage, fire, accidents, vandalism and to be alert to suspicious persons and activities and to call appropriate law enforcement agencies when necessary.

3. Security officers will be at a stationary desk post occasionally roaming both inside and outside the building to ensure the safety and security of City employees, visitors and assets. In the future the city may require vehicle patrolling at various City facilities. In this instance, the original agreement will be amended by the City Attorney's Office.

6. Security officers will be responsible for understanding all City emergency and safety procedures, including the utilization and operation of a hand-held fire extinguisher and fire prevention procedures. The officers may need to administer First Aid, CPR, and use Automated External Defibrillator (AED) devices in response to medical emergencies. Officers are to maintain current knowledge of location and operation of life safety equipment in buildings such as fire alarms and shut off valves. In an emergency, officers must assist with evacuation and

performs duties to ensure building occupants' safety.

7. Security officers may be responsible for apprehending and/or detaining in special circumstances.

8. Officers will check and secure buildings, lock and unlock doors, report safety hazards and other unusual conditions.

9. Security officers will investigate and document safety and security violations, maintain a daily log of all activities and alarms that occur during the shift.

10. Security officers will check personnel and visitors entering and leaving premises by checking ID's and registering guests.

11. When directed by the Facilities Operations Manager, security officers may be responsible for conducting searches of packages and/or persons and may be required at times to utilize handheld wands, metal detectors, x-ray machines, and pass-through metal detectors.

12. Security officers must use professional and courteous customer service techniques in all interaction with the public.

13. Security officers must have the ability to maintain poise and self-control under stress while assisting in maintaining peace and order in and around assigned areas; this includes deescalating tense situations.

14. Security officers will complete necessary reports, including, but not limited to, daily shift reports and incidents reports; the completion of reports will require proficient English language skills and math skills. RFP J22-271, Armed Security Services 11 of 33

15. Security officers will be responsible for the operation of the facility's desk phone and must have access to a cell phone supplied by the Contractor in order to perform the requirements of the Agreement.

16. Security officers will use a city provided personal computer and associated hardware/software, CCTV, and electronic intrusion devices to monitor buildings as required.

E. Operating Hours and Staffing Requirements

1. The Contractor must be able to provide security officer coverage 24 hours, 7 days a week, 365 days a year for all locations. The Contractor may be required to cover other times set forth by the city.

2. The Contractor must have all security posts covered throughout the operating hours required in this Agreement.

3. Security officer coverage will be required at each facility location 7:45 a.m. to 5:15 p.m., the majority of the time the security officer must be at the security post, however the officer may be responsible for leaving the post for short periods of time related to work duties. Food may be eaten at the post but must not interfere with security responsibilities.

4. Special meetings scheduled outside of regular work hours will require security officer coverage. See Attachment 4 for examples of typical special meeting calendars for City Hall and the Municipal Services Center I.

Attachment 4 is intended to provide an illustration of a typical month's schedule and is not to be construed by Contractor as all encompassing of the schedule requirement to provide officer presence at special meetings.

5. Upon request by the City, Contractor must be able to provide emergency security services. In this instance, additional staff must be onsite within two (2) hours of such request.

6. Contractor must have the ability to increase security staff on a temporary basis for special events. For example, during special events such as the Fourth of July, the City may request to have additional staff that could range between one (1) and up to ten (10) temporary officers at one specific location.

7. Contractor shall be responsible for providing a replacement security officer(s) due to sickness, personal emergencies, or vacations of assigned security personnel in enough time to ensure continuity of service.

F. Uniforms and Equipment

1. Uniforms and all other equipment must be furnished by the Contractor. Contractor shall supply all weather gear (raincoat and overcoat) to each location for the use of the security officers for exterior patrolling.

2. Upon request, Contractor must provide the City with a diagram displaying the attire of a properly uniformed Officer.

3. Officers must be in complete security guard/watchman type uniforms (Class A or B), with appropriate head covering (if applicable) and present a neat and well-groomed appearance. Shoes shall be black low quarter or high top laced with or plain toe and standard heel. No tennis shoes shall be permitted.

4. Uniform and related equipment of all security officers shall be kept neat, clean and in good condition.

5. Contractor shall guarantee that each security officer shall possess, always, on his or her person:

- a. One (1) current identification card, with photograph no more than two (2) years old and an expiration date signifying that the security guard is employed by the contractor. The I.D. card shall be clipped to the outer duty uniform if required by the City.
 - b. One (1) nameplate with legible letters.
 - c. The necessary emergency telephone numbers, including the Police and Fire Departments, and the City's and Contractor's emergency numbers, etc.
 - d. Any other reasonable item deemed necessary by the City that has not been stipulated herein.
 - e. One (1) operable flashlight with belt holder or have a flashlight(s) available at the security desk.
 - f. One (1) current certification id card issued by the State of Iowa to operate as a security officer.
6. Officers shall not be permitted to carry any unauthorized material and/or equipment that has not been approved by the City.

G. Standard Operating Procedures Manual

1. Contractor shall prepare and submit to the City a standard operating procedures manual clearly outlining the functions and duties of the security officers provided by Contractor for services performed at or in relation to identified City sites in compliance with the Agreement resulting from this RFP [this Agreement] at no cost to the City.
2. The manual shall be distributed to all applicable employees of the Contractor, and City contacts.
3. The manual may be reviewed in the future to amend the duties of the security officers.
4. Any changes in duties shall be agreed upon in writing by the City, the Contractor, and Office of Procurement Services, making sure the intent and scope of this Agreement is unchanged.
5. All manuals become the property of the City of Des Moines upon termination of this Agreement and may be used and revised by the City in perpetuity.

H. Removal from Duty

1. The City of Des Moines Facility Operations Manager or authorized City representative reserves the right to request the removal and replacement of any security officer. Upon notification, the replacement of the security officer shall be accomplished within sixty (60) minutes.
2. Any security officer that has previously been removed from a City of Des Moines contract site for "cause" or performance issues shall not be re-assigned to any City facility.

I. Overtime/State Holidays

1. City will not pay for overtime services performed during the regular business day, services performed during a holiday, or overtime for services performed for Special Events unless prior written approval is received from the Facilities Operations Manager.
2. All holidays that occur on Saturday will be observed by the City of Des Moines on the preceding day (Friday). All holidays that occur on Sunday will be observed by the City of Des Moines following day (Monday). The following holidays are observed by the City of Des Moines and some of these dates may change each year based on the City's schedule.

New Year's Day
 Labor Day
 Martin Luther King Jr. Day
 Veteran's Day
 Memorial Day
 Thanksgiving Day
 Juneteenth
 Additional Thanksgiving Holiday
 Independence Day
 Additional Christmas Holiday
 Christmas Holiday

J. General Terms

1. Any security officer previously refused initial acceptance for placement by the City shall not be assigned to any City facility without prior written approval of the Facilities Operations Manager.
2. The City reserves the right to add or reduce the number of officers required throughout the term of this Agreement.
3. The City reserves the right to add or reduce the number of City locations throughout the term of this Agreement.

ATTACHMENT 1
RFP Section 5 – Armed Security - Major
Insurance and Indemnification Requirements

For the purposes of this Attachment and all provisions included herein, the term “CITY” shall mean the City of Des Moines, Iowa, including its elected and appointed officials, employees, agents, volunteers, boards, commissions and others working on its behalf, and “Contract” shall mean the Agreement to which this Attachment 1 is attached.

1. GENERAL

The CONTRACTOR shall purchase and maintain insurance to protect the CONTRACTOR and CITY throughout the duration of this Contract. Said insurance shall be provided by insurance companies “admitted” or “nonadmitted” to do business in the State of Iowa having no less than an A. M. Best Rating of “B+.” All policies shall be written on an occurrence basis and in form and amounts satisfactory to the CITY. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the CITY prior to Contract execution or commencement of work and/or services.

2. INSURANCE REQUIREMENTS

A. COMMERCIAL GENERAL LIABILITY INSURANCE: Commercial General Liability (CGL) insurance on an occurrence basis with limits of liability not less than \$2,000,000 per occurrence and \$6,000,000 aggregate combined single limit covering Personal Injury, Bodily Injury and Property Damage. Coverage shall include: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) Explosion, Collapse and Underground- XCU (when applicable). *Waiver of Subrogation in favor of the CITY is required as per paragraph 2.I. below.*

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by ISO standard Commercial General Liability Policy form ISO CG 0001 including standard exclusions or a non-ISO equivalent form.

If the CGL excludes coverage for armed security operations, the policy must include an endorsement including such activities. If a separate policy is purchased covering security operations, it must include the additional insured endorsement in paragraph 2.F below.

B. AUTOMOBILE LIABILITY INSURANCE: Automobile Liability Insurance with limits of liability of not less than \$2,000,000 per occurrence combined single limit covering Bodily Injury and Property Damage. Coverage shall include all owned, non-owned, and hired vehicles. If the CONTRACTOR’S business does not own any vehicles, coverage is required on non-owned and hired vehicles. Policy shall include Contractual Liability coverage. *Waiver of Subrogation in favor of the CITY is required as per paragraph 2.I. below.*

C. UMBRELLA/EXCESS LIABILITY INSURANCE: The General Liability and Automobile Liability Insurance requirements above may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including a *Waiver of Subrogation in favor of the CITY is required as per paragraph 2.I. below.*

D. WORKER’S COMPENSATION & EMPLOYER’S LIABILITY INSURANCE: As required by State of Iowa Workers’ Compensation Law, the CONTRACTOR shall procure and maintain Worker’s Compensation Insurance, including Employer’s Liability Coverage. The Workers’ Compensation Insurance shall be written with State of Iowa statutory limits. If, by Iowa Code Section 85.1A, the CONTRACTOR is not required to purchase Workers’ Compensation Insurance, the CONTRACTOR shall have a copy of the State’s Nonelection of Workers’ Compensation or Employers’ Liability Coverage form on file with the Iowa Workers’ Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. *Waiver of Subrogation in*

favor of the CITY is required as per paragraph 2.I. below.

E. PROFESSIONAL LIABILITY INSURANCE: Professional Errors and Omissions Insurance for armed security guards with limits not less than \$3,000,000 per claim and in the aggregate. Policy should be written to include coverage for claims such as false arrest, false imprisonment, and malicious prosecution.

F. ADDITIONAL INSURED ENDORSEMENT: The General Liability Insurance policy, along with any special policy necessary to fill the requirements of paragraph 2.A. above, shall include the CITY as an Additional Insured. The General Liability Insurance policy shall include standard ISO endorsements CG 20 26 07 04 and CG 20 37 07 04 or their ISO/non-ISO equivalents. The CONTRACTOR'S insurance shall be primary to that of the CITY and noncontributory to any other insurance or similar coverage available to the CITY whether the other available coverage is primary, contributing or excess.

G. GOVERNMENTAL IMMUNITY ENDORSEMENT: The General Liability Insurance policy, along with any special policy necessary to fill the requirements of paragraph 2.A. above, shall include the CITY Governmental Immunities Endorsement language as provided below. Standard ISO or insurance carrier "Waiver of Immunity" endorsements are not acceptable.

CITY OF DES MOINES, IOWA
GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Des Moines, Iowa as Additional Insured does not waive any of the defenses of governmental immunity available to the City of Des Moines, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Des Moines, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Des Moines, Iowa.

4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Des Moines, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Des Moines, Iowa.

5. No Other Change in Policy. The insurance carrier and the City of Des Moines, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

H. CANCELLATION & NONRENEWAL NOTIFICATION ENDORSEMENT: The General Liability Insurance policy shall include a policy endorsement providing the CITY with no less than thirty (30) days Advance Written Notice of Cancellation, forty-five (45) days Advance Written Notification for Nonrenewal and ten (10) days Written Notification of Cancellation due to non-payment of premium. *Written notifications shall be sent to: City of Des Moines, Procurement Administrator, City Hall, 400 Robert D. Ray Drive, Des Moines, Iowa 50309.*

I. WAIVER OF SUBROGATION: To the fullest extent permitted by law, CONTRACTOR hereby releases the CITY from and against any and all liability or responsibility to the CONTRACTOR or anyone claiming through or under the CONTRACTOR by way of subrogation or otherwise for any loss without regard to the fault of the CITY or the type of loss involved including loss due to occupational injury. This provision shall be applicable

and in full force and effect only with respect to loss or damage occurring during the time of this Contract. The CONTRACTOR'S policies of insurance shall contain either a policy provision or endorsement affirming the above stated release in favor of the CITY including its elected and appointed officials, agents, employees and volunteers, and others working on its behalf.

J. PROOF OF INSURANCE: The CONTRACTOR shall provide the following proof of insurance to the CITY:

Certificates of Insurance evidencing all insurance coverage as required in paragraphs A through H above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify the Title of the Contract under "Description of Operations/Locations/Vehicle/Special Items" and indicate Waiver of Subrogation by marking the corresponding boxes on COI and/or including a statement of compliance under Description of Operations.

A copy of the Cancellation and Nonrenewal Notification Endorsement or its equivalent as required in paragraph 2.G. above.

Copies of Additional Insured Endorsements ISO CG 20 26 07 04 and ISO CG 20 37 07 04 or their equivalents as required in paragraph 2.E. above.

Mail Certificates of Insurance to: City of Des Moines, Procurement Administrator, City Hall, 400 Robert D. Ray Drive, Des Moines, Iowa 50309.

K. AGENTS AND SUBCONTRACTORS: The CONTRACTOR shall require all its agents and subcontractors who perform work and/or services on behalf of the CONTRACTOR to purchase and maintain the types of insurance customary to the industry or trade related to the services being provided.

3. INDEMNIFICATION REQUIREMENTS

To the fullest extent permitted by law, CONTRACTOR agrees to defend, pay on behalf of, indemnify, and hold harmless the CITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs that may be asserted or claimed against, recovered from or suffered by the CITY by reason of any injury or loss including, but not limited to, personal injury, bodily injury including death, property damage including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with CONTRACTOR'S work or services under this Agreement, including that of its officers, agents, employees, subcontractors and others under the control of CONTRACTOR.

CONTRACTOR'S obligation to indemnify the CITY contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts.

The CITY shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by CONTRACTOR arising out of or in any way connected or associated with CONTRACTOR'S work, including that of its officers, agents, employees, subcontractors and others under the control of CONTRACTOR, except to the extent caused by or resulting from the negligent act of the CITY.

CONTRACTOR expressly assumes responsibility for any and all damage caused to CITY property arising out of or in any way connected or associated with CONTRACTOR'S work or services under this Contract, including that of its officers, agents, employees, subcontractors and others under the control of CONTRACTOR.

CONTRACTOR shall ensure that its activities on CITY property will be performed and supervised by adequately trained and qualified personnel and CONTRACTOR will observe all applicable safety rules.