

**AGREEMENT FOR PROFESSIONAL CUSTODIAL SERVICES FOR
CITY OF NORMAN PUBLIC TRANSPORTATION FLEET AND
FLEET FACILITIES**

THIS AGREEMENT is entered into between the *City of Norman (City)* and *Anago Cleaning Systems (Anago)* for the following reasons:

1. The *City* requires custodial services for the City of Norman Public Transportation Fleet;
and

2. *Anago* is prepared to provide such custodial services as outlined herein.

WHEREFORE, in consideration of the promises contained in this Agreement, *City* and *Anago* agree as follows:

ARTICLE 1 - EFFECTIVE DATE AND TERM

The effective date of this Agreement shall be determined due to construction.

ARTICLE 2 - GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of Oklahoma, without giving force and effect to its choice of law provisions, and the United States of America. Any legal action in connection with this Agreement shall be filed in the District Court of Cleveland County, State of Oklahoma, or the United States District Court for the Western District of Oklahoma.

ARTICLE 3 - SCOPE OF SERVICES

Strategic, as a separate and independent contractor, shall provide cleaning services to the City's public transportation fleet six (6) times weekly as follows:

SECTION I

North Base Facilities 1301 & 1310 Da Vinci Street

DAILY:

- Sweep/vacuum and mop flooring in offices, conference rooms, stairs, hallways and other common areas.

- Dust window ledges, tables, work stations, phones, etc. while making every attempt not to disturb the items contained on and around any work station.
- Remove any half or more full trash can liners and deliver to appropriate large refuse receptacle. Reline trash can liner, supplied by the winning contract cleaning company.
- Ensure walkways and common areas are free of trash and/or debris. To include any trip or health hazard.
- Wipe down with an appropriate disinfectant cleaner the restrooms sinks, counters, breakroom tables, toilet and toilet area, shower stall and the door handle areas and other associated areas
- Mop with disinfectant cleaner the flooring in the restrooms, breakrooms and lounges.
- Replace toilet paper rolls, paper hand towels, soap and other consumables. In the breakrooms, sink areas and restrooms as needed.
- Fill out the provided daily facility cleaning check sheet and deliver to the Fleet Support Supervisors office mailbox. One sheet will need to be filled out for each facility cleaned. (Attachment A).
- Use provided floor machine and appropriate chemical to clean shop areas walkways.

WEEKLY:

- Clean all accessible windows to a streak free finish. Clean and disinfect counter tops, eating surfaces and microwaves.
- Inspect supply storage closet for needed inventory items. Fill out inventory request form and deliver to Fleet Support Supervisor's office mailbox. A separate form will be required for each facility. (Attachment B).
- Administer an industrial/hospital grade disinfecting agent to interior of building via fogging unit or other aerosol method. This agent should leave no residue on surfaces or an overly dissatisfying aroma that lingers for more than a reasonable amount of time after being administered. This will include all interior door handles and common touched surfaces, etc.

MONTHLY:

- Polish by means of a floor buffing machine and appropriate chemical, all hard flooring surfaces in the "office area" of the Fleet facilities. (or as often as agreed upon in writing).
- Remove any expired item in the breakroom refrigerator.

Transit Center 320 E. Comanche

DAILY:

- Sweep/vacuum and mop flooring
- Dust Window ledges, tables, phones, etc..
- Remove any partially full trash can liners and haul to appropriate large refuse receptacle located at the Transit/Public Safety Maintenance Facility. Reline trash can liner, supplied by the winning contract cleaning company.
- Ensure walkways and common areas are free of trash and/or debris. To include any trip or health hazard.
- Wipe down with an appropriate disinfectant cleaner the restrooms sinks, counters, breakroom tables, toilet and toilet area, shower stall and the door handle areas and other associated areas to a satisfying finish.
- Mop with disinfectant cleaner the flooring in the restrooms.
- Replace toilet paper rolls, paper hand towels, soap and other consumables. In the breakrooms, sink areas and restrooms as needed.
- Fill out the provided daily facility cleaning check sheet and deliver to the Equipment Support Supervisors office mailbox. One sheet will need to be filled out for each facility cleaned. (Attachment A).

OPTION:

- Cleaning the restrooms at the Transit Center twice daily. Once in the morning hours and again in the afternoon. Times may vary depending on time of year and customer requirements. These times are to be determined and approved by Fleet Division Staff. (Price assuming a twice daily cleaning Monday – Saturday for a month).

WEEKLY:

- Clean all windows to a streak free finish. Clean and disinfect counter tops, work surfaces and microwaves.
- Fill out inventory request sheet and deliver to Equipment Support Supervisors office mailbox. A separate form will be required for each facility. (Thursday's) (Attachment B).

- Administer an industrial/hospital grade disinfecting agent to interior of building via fogging unit or other aerosol method. This agent should leave no residue on surfaces or an overly dissatisfying aroma that lingers for a reasonable amount of time after being administered. This will include all interior door handles and commonly touched surfaces, etc.

NOTE:

1) Transit Station located at 320 E. Comanche is currently under renovation and will not be completed until later this year. Janitorial services will not be needed at this facility until it becomes occupied and should be bid accordingly.

2) The Transit Center at 320 E. Comanche has a restroom that is open to the public. In an effort to keep this clean and sanitary, the City has asked for an option to have the restrooms there cleaned twice daily. It will be the responsibility of City staff to accept this option or not, depending on annual budget allocation and/or facility requirements. The times of day, and days of the week this will occur will be determined by Fleet staff and shall be submitted to the Proposer in writing.

3) Winning contractor shall supply all needed cleaning chemicals outside of the product Fleet currently provides, trash can liners, towels, vacuums & attachments, as well as any other tool and/or consumables needed to complete the above requests to the standards agreed upon with Fleet Division staff.

4) The CON will supply the winning contractor with reasonable storage space for onsite tooling and chemical storage.

5) Contractor will *not* be required to clean the "shop area", only the walkways around it to include emptying the shop trash receptacles *as needed* and relining the bins with heavy duty trash liners.

6) All aspects may not be included in this RFP. It is understood, that reasonable services may be deleted or added as long as they are mutually agreed upon in writing.

7) See Attachment A below for the Federal Transit Administration (FTA) requirements as it pertains to the Transit portion of this bid packet.

8) If the City becomes dissatisfied with the service provided by the winning contractor, the City will issue a 60 day letter of termination of service notification. The winning contractor will then have 60 days to remove all property, return keys, key fobs and/or any other CON owned property to the Fleet Support Supervisor and vacate the premises.

9) The winning contractor shall use staff only employed directly through its business and not use subcontractors, third party partners or outside vendors unless approved in writing by the Fleet Division.

10) The winning contractor will supply an organizational chart of employees providing service to the City of Norman by location with bid packet. This chart will list full names, phone number, area or area's employee is assigned to under this proposal, rank in company and years of service with the company.

11) Winning Bidder shall have staff onsite not later than 3:30p.m. M-F and 7:00 p.m. Saturdays.

12) All janitorial staff shall have photo ID badge displayed and wear a company labeled uniform shirt at all times when onsite.

13) All persons employed by Proposer shall be treated equally by Proposer without regard to or because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the sex, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of Oklahoma, and City.

14) All employees of Proposer will be required to pass a background check and drug screening equal to that provided to City of Norman employees.

Order of Precedence: This proposal and corresponding agreement shall take precedence over any other preceding agreement, contract or change unless specified in writing and agreed upon by the Fleet Program Manager or their designee.

ARTICLE 4 – FORCE MAJEURE

Anago will not be held in default of this Agreement if services are prevented from being performed hereunder by conditions beyond its control, such as, but not limited to, acts of God, strikes, war, terrorism, or other emergencies making performance impossible or illegal.

ARTICLE 5 – COMPENSATION

Anago shall provide all cleaning supplies and chemicals, including all equipment, cleaners, and disinfectant, and trash liners at its sole expense. *City* shall furnish all paper towels, toilet issue, and hand soap at its sole expense

In consideration for these services provided, *City* shall pay to *Anago* the sum of:

1301 Da Vinci Street, Fleet Facility Cleaning Services:

- Four Hundred Seventy Five Dollars and Ten Cents - \$475.10

1310 Da Vinci Street, Transit/Public Safety Facility Cleaning Services:

- Eight Hundred Eighty Dollars and Forty Three Cents - \$880.43

320 E. Comanche St., Transit Center:

- Three Hundred Eighty Dollars and Ninety Nine Cents - \$380.99

City shall pay this invoice within thirty (30) days after receipt.

ARTICLE 6 – INDEMNIFICATION AND LIABILITY

Indemnification. *Anago* agrees to defend, indemnify, and hold harmless the *City*, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of *Anago* in the performance of services under this Agreement. The *City* agrees to defend, indemnify, and hold harmless *Anago*, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the *City* in the performance of services under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. *Anago* and the *City* each agree to promptly serve notice on the other party of any claims arising hereunder and shall cooperate in the defense of such claims. The acceptance by the *City* or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by *Anago* shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the *City* of any action, right, or remedy otherwise available to the *City* at common law.

Survival. The terms and conditions of this Article shall survive completion of the Services or any termination of this Agreement.

ARTICLE 7 – INSURANCE

During the performance of the Services under this Agreement, *Anago* shall maintain Workers' Compensation insurance in accordance with State of Oklahoma Laws and Employer's Liability Insurance in the following amounts:

- (a) Property Damage Liability – Limits shall be carried in the amount of not less than Twenty-Five Thousand Dollars (\$25,000.00) to any one person for any number of claims for damage to or destruction of property including but not limited to consequential damages arising out of a single accident or occurrence.
- (b) All Other Liability – In an amount not less than One Hundred Twenty-Five Thousand Dollars (\$125,000.00) for claims including accidental death, personal injury, and all other claims to any one person out of a single accident or occurrence.
- (c) Single Occurrence or Accident Liability – In an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single occurrence or accident.

The insurance policies shall be issued by a company approved by the City of Norman. The *City* shall be furnished with a Certificate of Insurance which shall provide that such

insurance shall not be changed or canceled without ten (10) days prior written notice to the City of Norman. Certificates of Insurance shall be delivered to the City of Norman prior to the commencement of the agreement.

Subcontractors shall not be used unless *Anago* has received prior written approval from the City of Norman Public Works Director or his designee for the use of the subcontractors. Failure of *Anago* to comply with this subsection shall constitute cause for termination of the contract. Approved subcontractors shall be required to submit the same insurance certificate required of *Anago*. It is *Anago's* responsibility to notify subcontractors of the City's insurance requirements and obtain and submit the insurance certificate to the City of Norman prior to any services being provided. It is *Anago's* responsibility to ensure any approved subcontractors abide by all terms and conditions of this agreement.

ARTICLE 8 – NOTICES

Any notice required by this Agreement shall be made in writing to the address specified below:

CITY:

Darrel Pyle
City Manager
City of Norman
P.O. Box 370
Norman, OK 73070
(405) 366-540

ANAGO:

Eric Adame
President of Anago of Oklahoma City
6303 N Portland Ave. Suite 201
Oklahoma City, OK 73112
(405) 724-4433

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the *City* and *Anago*

ARTICLE 9 – Disputes

In the event of a dispute between *City* and *Anago* arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable

time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should the parties to this Agreement be unable to resolve between themselves any dispute arising from any of the provisions of this Agreement, each party shall have recourse under applicable law. In the event that either party commences an action in law or in equity to enforce any provision of this Agreement, the losing party shall pay to the prevailing party reasonable attorneys' fees as set by a court of competent jurisdiction.

ARTICLE 10 – EQUAL EMPLOYMENT OPPORTUNITY

Anago agrees not to discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. *Anago* hereby agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions in this section. In the event of *Anago's* noncompliance with this nondiscrimination clause, the contract may be canceled or terminated, and *Anago* may be declared by *City* ineligible for further contracts until satisfactory proof of intent to comply shall be made by *Anago*. *Anago* agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

As applicable, the provisions of Exec. Order No. 11246, as amended by Exec. Order No. 11375, Exec. Order No. 11141, Exec. Order No. 13665 and as supplemented in Department of Labor Regulations, 41 C.F.R. §§ 60 et seq., are incorporated into this Agreement and must be included in any subcontracts awarded involving this Agreement. The parties represent that they are in compliance with all applicable federal and state laws and regulations and do not discriminate on the basis of race, color, national origin, sex, sexual orientation, genetic information, gender identity, gender expression, age (40 or older), religion, disability, political beliefs, or status as a veteran in any of their respective policies, practices, or procedures. In addition, the parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212.

Anago hereby certifies that it does not and will not employ any individual registered under the Sex Offenders Registration Act, 57 O.S. §§ 581, et seq., or the Mary Rippey Violent Crime Offenders Registration Act, 57 O.S. §§ 591, et seq. *Anago* agrees to obtain signed statements from all employees and agents performing services pursuant to this agreement that

such employee or agent is not currently required to register under the provisions of the Sex Offenders Registration Act, 57 O.S. §§ 581. et seq., or the Mary Rippy Violent Crime Offenders Registration Act, 57 O.S. §§ 591. et seq.

Anago certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/e-verify.

ARTICLE 11 – WAIVER

A waiver by either *City* or *Anago* of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 12 – SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 13 – ENTIRE AGREEMENT/AMENDMENTS

This Agreement contains all the terms and conditions agreed upon by the parties hereto and supersedes all prior and/or contemporaneous discussions, representations, or agreements of the parties relating the work to be performed, whether written or oral. This Agreement may only be modified by prior mutual written approval of the parties to any such amendment.

ARTICLE 14 – ASSIGNMENT

Neither *City* nor *Anago* shall assign any rights or duties under this Agreement without the prior written consent of the other party.

ARTICLE 15 – NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of City and Strategic. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than *City* and *Anago*.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Anago Cleaning Systems and the City of Norman have executed and entered into this Agreement as of the day and year first written above.

CITY OF NORMAN:

ATTEST:

MAYOR

CITY CLERK

REVIEWED AS TO FORM AND LEGALITY:



CITY ATTORNEY

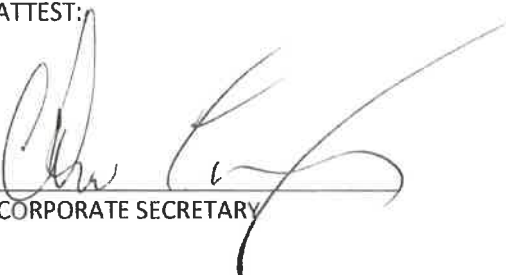
ANAGO CLEANING SYSTEMS (OKLAHOMA CITY):



Eric E. Adame

Title: PRESIDENT

ATTEST:



CORPORATE SECRETARY