



Janitorial Services Proposal



Oklahoma City

City of Norman Fleet Division

Valid Through: 10/16/2023

INTRODUCTION



July 18, 2023

Dear Major Heikkila,

We are pleased to have you as a potential client at Anago® and are confident our franchisees can provide you with exceptional service. We understand that the cleanliness and disinfection of your facility are very important because people are simply more comfortable and productive in an environment where they feel safe. Selecting the right partner for your janitorial needs is the first line of defense in employee healthcare.

With Anago's proven program, you receive a customized schedule of cleaning based on your priorities and budget. Our rotational, systematic service ensures the highest level of cleanliness for the health of your employees and clients and also provides an unbeatable first impression!

Your business benefits from unique features that set Anago franchisees apart from other janitorial services including the use of Anago CleanCom® for instant communications, the Anago Protection+ Disinfection plans for infection prevention, our budget-friendly SmartCleanSM program, solid client support, advanced cleaning methods and equipment, EPA-registered disinfectants, and commitment to cleaning green. You can focus on your business, while our franchise owners keep your working environment safe and clean at a price you can afford.

The following information was prepared to help guide you in your decision about a janitorial service procurement agreement with us. Please feel free to reach out to me directly or to our Regional Office.

Sincerely,



Eric Adame
President

Oklahoma City
405.724.4433 ext 1004
6303 N Portland Ave Suite 201
Oklahoma City, Oklahoma 73112



THE SUPERIOR CHOICE FOR COMMERCIAL CLEANING.

Our quote is based on time values outlined by the Building Service Contractors Association International and the International Sanitary Standards Association. These time values are standards within our industry utilized in estimating Housekeeping Tasks. In the summary that follows, a custom-tailored program has been compiled for your facility. All supervision, labor, supplies and equipment, payroll taxes, and insurance have been included in the pricing schedule.



Protection+ Disinfection®

Using EPA approved disinfectants, Anago franchisees provide a germ-busting clean that looks great but disinfects and sanitizes, which helps to minimize the spread of illnesses and limits sick-time.



2-Hour Response Guarantee

Because of our commitment to your custom-tailored cleaning needs we offer our 2-Hour Response Guarantee following the reporting of any items not completed to your satisfaction.



Instant Communications

Anago provides a direct communication platform to stay in close contact with franchise owners regarding all services performed, through Anago CleanCom®.



Insurance & Bonding

Our franchisees' services are covered under an insurance policy for bodily injury, property damage, public liability, and workers compensation (where required).



The Third Pass

Anago's franchise owners take extra measures with nightly checklists to ensure your facility is properly secured upon completion of duties to give you peace of mind.



Franchising Concept

The franchising concept works because of the simple principle that the owner of the business is the supervisor of, and participant in, the actual cleaning and maintenance of your facility.

We look forward to working with you in the near future!



AREA SPECIFICATIONS

We are pleased to submit this Proposal to procure Janitorial Services for the following location:

City of Norman Fleet Division
1310 Da Vinci Street
Norman, OK 73069

Service Areas

- | | |
|-------------------|-----------------------|
| 1. Office(s) | 5. Break Area(s) |
| 2. Restroom(s) | 6. Warehouse(s) |
| 3. Common Area(s) | 7. Conference Room(s) |
| 4. Stairwell(s) | |

The specifications and the terms as set forth describe the Services to be performed, frequency, and conditions of the Agreement. The Client requests that products, equipment, and materials used are those that are recommended by Oklahoma City.



CLEANING SPECIFICATIONS

Special Notes

See client provided scope of work (attached). Service Providers to report any maintenance and/or security issues to the building manager.

MONTHLY SERVICE PRICING

Quote 1: 6x Weekly Service

	Frequency	Days Serviced	Time Window	Monthly Price
	6x Weekly	Mon-Sat	3:30PM-3:30AM	\$880.43

AREA SPECIFICATIONS

We are pleased to submit this Proposal to procure Janitorial Services for the following location:

City of Norman Fleet Division - 1301
1301 Da Vinci Street
Norman, OK 73069

Service Areas

- | | |
|-------------------|-----------------------|
| 1. Office(s) | 5. Break Area(s) |
| 2. Restroom(s) | 6. Warehouse(s) |
| 3. Common Area(s) | 7. Conference Room(s) |
| 4. Stairwell(s) | |

The specifications and the terms as set forth describe the Services to be performed, frequency, and conditions of the Agreement. The Client requests that products, equipment, and materials used are those that are recommended by Oklahoma City.



CLEANING SPECIFICATIONS

Special Notes

See client provided scope of work (attached). Service Providers to report any maintenance and/or security issues to the building manager.

MONTHLY SERVICE PRICING

Quote 1: 5x Weekly Service

	Frequency	Days Serviced	Time Window	Monthly Price
	5x Weekly	Mon-Fri	3:30PM-3:30AM	\$475.10

AREA SPECIFICATIONS

We are pleased to submit this Proposal to procure Janitorial Services for the following location:

City of Norman - Transit Center
320 E Comanche St
Norman, OK 73069

Service Areas

- | | |
|---------------------------------------|-----------------------|
| 1. Office(s) | 5. Break Area(s) |
| 2. Restroom(s)- cleaned 2 times daily | 6. Warehouse(s) |
| 3. Common Area(s) | 7. Conference Room(s) |
| 4. Stairwell(s) | |

The specifications and the terms as set forth describe the Services to be performed, frequency, and conditions of the Agreement. The Client requests that products, equipment, and materials used are those that are recommended by Oklahoma City.



CLEANING SPECIFICATIONS

Special Notes

See client provided scope of work (attached). Service Providers to report any maintenance and/or security issues to the building manager.

MONTHLY SERVICE PRICING

Quote 1: 6x Weekly Service

Frequency	Days Serviced	Time Window	Monthly Price
6x Weekly <small>(Restrooms cleaned 2 times per day)</small>	Mon-Sat	3:30PM-3:30AM	\$380.99

SERVICE PROCUREMENT AGREEMENT

UCG2, LLC d/b/a Anago® of Oklahoma City ("Company") is a subfranchisor of Anago Franchising, Inc. and, as such, is in the business of procuring independently owned and operated franchise owners and contractors ("Service Providers") to provide its clients with maintenance and janitorial services under the trade name and operating style unique to the Anago® brand as described herein (the "Services"). City of Norman Fleet Division ("Client") desires to contract with Company to arrange for Service Providers to provide the Services for Client's premises. In consideration of the foregoing, the covenants contained herein, and other valuable consideration, receipt and sufficiency of which are acknowledged, Company and Client agree as follows:

I. Company agrees to arrange for Service Providers to provide the Services as described herein, with each Service Provider to furnish all tools and equipment necessary to provide the Services as outlined in the Cleaning Specifications attached hereto and made a part hereof.

II. Company will require Service Providers to render the Services as described in the Cleaning Specifications to the areas listed in Area Specifications at the set frequency and days selected by Client in the Monthly Service Pricing and Specialty Service(s) sections, respectively. Holidays excluded shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

III. Client agrees to pay Company each month the total sum stated in attached Monthly Service Pricing. Payment shall be due on or before the TENTH day of each month for that month's Services. A late charge of 1.5% per month will be assessed on all invoices that are 30 days past due. Requests to adjust pricing to reflect additions to or deletions from the Services or for change in frequency of Services shall be made in writing and shall only be binding if signed by both parties. Upon prior written notice to Client, Company may increase the Monthly Service Pricing annually by a percentage not to exceed the annual increase of the Consumer Price Index as most recently published in the Wall Street Journal or to allow Service Providers to adhere to local wage regulations applicable to their employees.

IV. It is expressly agreed that Company, the Service Providers, and their respective employees and contractors will not, by virtue of providing the Services under this Agreement, be employees of Client, but are independent contractors and no withholding of Social Security, Federal, or State Income Tax or other deductions shall be made from the sums agreed to be paid by Client to Company herein. All such payments are contract payments and not wages.

V. Client agrees that Company will have the sole discretion to select the Service Providers who will perform the Services. Client agrees that during the term of this Agreement and for 180 days after expiration or termination, it will not employ any Service Provider or any employee, agent, or associate of a Service Provider to perform the same or substantially the same type of Services. Company agrees that during the term of this Agreement and for 180 days after expiration or termination, it will not employ any employee, agent, or associate of Client. Client acknowledges and agrees that this Agreement may be assigned by Company to the Service Provider performing the Services, but, in that event, all payments to be made under this Agreement shall continue to be made to Company, as described herein, as the collection servicing agent of the Service Provider.

VI. The term of this Agreement shall be for one (1) year from the Service Commencement Date, and thereafter shall automatically be extended under the same terms and conditions for successive 1-year periods, unless either party gives written notice of non-renewal at least 60 days prior to expiration of the then-expiring term. Otherwise, Client may terminate this Agreement only for non-performance as set out herein. Before any such termination is effective, Client agrees to notify Company in writing of the non-performance items and to give Company fifteen (15) days to cure said items. If satisfaction is not achieved after the fifteenth day, Client must give Company a sixty (60) day written notice via certified mail with return receipt requested, stating the non-performance items. Notwithstanding the foregoing, in the event the company deems that this agreement is no longer financially feasible, the company can provide the Client 30 days' notice to discontinue services.

VII. Client agrees and understands that it is impossible to determine the actual damages caused by its breach of this Agreement. Therefore, any amount due and owed under this Agreement for any remaining part of the term of this Agreement (as though the Agreement had not been terminated) shall be accelerated liquidated damages.

VIII. Client agrees not to withhold any portion of the monthly Agreement amount for any reason, unless prior written permission is obtained from Company, as the obligation to make payments hereunder is an independent obligation. In the event that enforcement of any obligation owed to Company, is placed in the hands of an attorney for collection, compromise or any other action, Client agrees to pay the reasonable attorney's fees, cost and necessary disbursements, in addition to any other relief that may be granted.

IX. This Agreement will be governed by the laws of the state of Oklahoma. The parties hereto submit to jurisdiction in Canadian, Oklahoma, Logan, Cleveland, Pottawatomie, McClain, Grady, Kingfisher, Lincoln, and Payne Counties, Oklahoma. All actions brought pursuant to this Agreement shall be brought in Canadian, Oklahoma, Logan, Cleveland, Pottawatomie, McClain, Grady, Kingfisher, Lincoln, and Payne Counties, Oklahoma. The parties further agree to service of any action filed in Canadian, Oklahoma, Logan, Cleveland, Pottawatomie, McClain, Grady, Kingfisher, Lincoln, and Payne Counties, Oklahoma, via certified mail.



By signing this agreement, I represent and warrant that I am duly authorized and have the legal capacity to execute and deliver this agreement.

Locations (3):

City of Norman Fleet Division
1310 Da Vinci Street
Norman, OK 73069
6 time per week service (Mon-Sat)
\$880.43 per month

City of Norman Fleet Division
1301 Da Vinci Street
Norman, OK 73069
5 time per week service (Mon-Fri)
\$475.10 per month

City of Norman - Transit Center
320 E. Comanche St
Norman, OK 73069
6 time per week service (Mon-Sat)
Restrooms 2 times per day
\$380.99 per month

Authorized Client Representative:

Mayor Larry Heikkila

Date

Company Representative:

Eric E. Adame

Eric E. Adame

07/18/23

Date

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 Rippy 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 *Strategic*.

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