

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

THIS AGREEMENT is entered into between the *City of Norman (City)* and *TRT Enterprises, LLC, d/b/a Strategic Janitorial Solutions (Strategic)* for the following reasons:

1. The *City* requires custodial services for the City of Norman public transportation fleet;
and
2. *Strategic* is prepared to provide such custodial services as outlined herein.

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

ARTICLE 1 - EFFECTIVE DATE, TERM, AND TERMINATION

The effective date of this Agreement shall be the 23rd day of March, 2020, and extend through March 23, 2021, subject to annual appropriation of sufficient funding by the Norman City Council. This Agreement shall be auto renewable subject to annual appropriation of sufficient funding by Norman City Council. Either party may terminate this agreement by providing a ninety (90) day notice in writing to the other party.

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 five (5) times weekly as follows:

-DAILY (only fleet vehicles used in service that day):

-Empty all trash cans, clean receptacles, and reline trash cans with fresh liners.

-Remove any loose items from floor.

-Remove gum or like debris from flooring and seating, etc., as needed.

-Sweep and mop floor, including under passenger seating, from rear to front (to include driver's area).

-Complete post cleaning inspection form provided by the City, placing the yellow copy in the seat of the completed bus and turning in the other copy to the night City representative.

* Not all fleet vehicles will be cleaned daily, only the vehicles that were used in-service on any particular day (approximately an average of 17-20 vehicles/day).

-WEEKLY (all fleet vehicles):

- Vacuum, sweep, and mop bus floors.
- Sanitize and clean handrails.
- Dust and clean driver areas.
- Sweep and mop stairs and handicap ramps.
- Clean all door/window glass and interior mirrors to a streak-free finish (to include the windshield).

-MONTHLY (all fleet vehicles):

- Vacuum seating.
- Clean walls and ceilings.
- Clean doors.

These services shall be provided between the hours of 9:00 p.m. and 5:00 a.m. Monday through Friday.

ARTICLE 4 – FORCE MAJEURE

Strategic 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

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

In consideration for these services provided, *City* shall pay to *Strategic* the sum of Four Thousand Two Hundred Dollars (\$4,200.00) per month. For the month of March, 2020, *City* shall pay to *Strategic* Eight Hundred Forty Dollars (\$840.00). *Strategic* shall provide an invoice on or after the last day of the month for the month in which services are provided, unless other arrangements are made. All services shall be billed monthly. *City* shall pay each invoice within thirty (30) days after receipt.

ARTICLE 6 – INDEMNIFICATION AND LIABILITY

Indemnification. *Strategic* 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 *Strategic* in the performance of services under this Agreement. The *City* agrees to defend, indemnify, and hold harmless *Strategic*, 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. *Strategic* 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 *Strategic* 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, *Strategic* 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 *Strategic* has received prior written approval from the City of Norman Public Works Director or his designee for the use of the subcontractors. Failure of *Strategic* 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 *Strategic*. It is *Strategic'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 *Strategic'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) 366-5404

STRATEGIC:

Eric Porter
Corporate Sales Director
Strategic Janitorial Solutions
3030 NW Expressway, Ste. 200
Oklahoma City, OK 73112
(405) 720-9900

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

ARTICLE 9 – DISPUTES

In the event of a dispute between *City* and *Strategic* 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

Strategic 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. *Strategic* 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 *Strategic's* noncompliance with this nondiscrimination clause, the contract may be canceled or terminated, and *Strategic* may be declared by *City* ineligible for further contracts until satisfactory proof of intent to comply shall be made by *Strategic*. *Strategic* 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.

Strategic 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. *Strategic* 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.

Strategic 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 – FEDERAL TRANSIT ADMINISTRATION REGULATIONS

Strategic acknowledges that *City* is a recipient of federal funding and that some or all of the compensation paid by *City* under this agreement may be paid or reimbursed by federal funds and therefore this *Strategic* agrees to the following as required by Federal Transit Administration (FTA) regulations:

a. No Federal Government Obligations to Third Parties

City and *Strategic* acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the written consent by the Federal Government, the Federal Government is not a party to this agreement and shall not be subject to any obligations or liabilities to the *City*, *Strategic*, or any other party pertaining to any matter resulting from the underlying contract.

b. Program Fraud and False or Fraudulent Statements and Related Acts

Strategic acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 and U.S. DOT regulations, "Program Fraud Civil Remedies," apply to its actions pertaining to this agreement.

c. Access to Third Party Contract Records

Strategic shall provide the U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all third party contract records and sufficient access to all third party contract records as needed for compliance with applicable federal laws, regulations, and requirements or to assure proper management of *City*'s agreements with the FTA, as determined by FTA.

d. Disadvantaged Business Enterprise (DBE) Program

Strategic, any sub recipient, or any subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. *Strategic* shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation (DOT)-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

e. Federal Changes

Strategic shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including, but not limited to, those specifically listed in this agreement, as they may be amended or promulgated from time to time during the term of this agreement. *Strategic*'s failure to so comply shall constitute a material breach of this agreement.

ARTICLE 12 – WAIVER

A waiver by either *City* or *Strategic* 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 13 – 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 14 – 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 15 – ASSIGNMENT

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

ARTICLE 16 - 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**.

ARTICLE 17 – LIMITED BUILDING ACCESS

Strategic hereby acknowledges that the services to be performed under this Agreement are to be performed on University of Oklahoma owned property located at 510 Chesapeake Street, commonly known as the OU Transportation Operations Center, parts of which **City** is leasing from the University of Oklahoma for public transportation operations. **Strategic** acknowledges that the performance of services under this Agreement shall take place on that University property while **City** staff is also on-site and acknowledges that access to the inside of that building shall be limited to access provided by and supervised by **City** staff in accordance with **City**'s lease agreement with the University.

[Remainder of page intentionally left blank.]

IN WITNESS THEREOF, this Agreement is entered into this 26th day of February, 2020.

TRT ENTERPRISES, LLC

CITY OF NORMAN



Printed Name: Eric Porter

Mayor Breea Clark

Title: Corporate Sales Director

Texas
STATE OF ~~OKLAHOMA~~)
Dallas) SS:
~~OKLAHOMA~~ COUNTY)

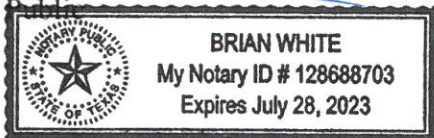
ATTEST:

Brenda Hall, City Clerk

SUBSCRIBED and sworn to before me this
26th date of February, 2020.

Notary Public

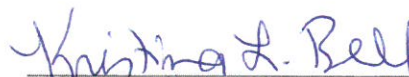
SEAL



My commission expires 07/28/2023

My commission number 128688703

APPROVED as to form and legality this 28th day of February, 2020.



Kristina L. Bell
Assistant City Attorney

CERTIFICATE OF NONDISCRIMINATION

In connection with the performance of work under this contract, the contractor agrees as follows:

A. The contractor 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. The Contractor shall take affirmative action to ensure that employees are treated without regard to their 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. The Contractor and Subcontractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions in this section.

B. In the event of the Contractor's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City Council. The Contractor may be declared by the City Council ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the Contractor.

C. The Contractor agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

I have read the above stated clauses and agree to abide by their requirements.

TRT ENTERPRISES, LLC
Contractor
DBA - STRATEGIC SANITATION
SOLUTIONS

ATTEST:

Eric S. Porter

ERIC PORTER - Corporate SALES DIRECTOR
Name and Title