

**AGREEMENT FOR PROFESSIONAL CUSTODIAL SERVICES
FOR THE NORMAN PUBLIC LIBRARY CENTRAL**

THIS AGREEMENT is entered into between **The City of Norman** (CITY) and **Capitol Cleaning OKC, LP** (CAPITOL) for the following reasons:

1. The **CITY** requires custodial services for the Norman Public Library Central located at 103 West Acres Street; and,
2. **CAPITOL** is prepared to provide the Services as outlined in the proposal submitted October 4, 2019, and Exhibit "A" to this contract included herein and made a part hereof.

In consideration of the promises contained in this Agreement, **CITY** and **CAPITOL** agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be 28th day of October, 2019, and extend through October 28, 2020. The terms and provisions of this contract may be extended by mutual agreements of the parties for two additional 12 month periods unless the contract amount changes and after sufficient appropriations shall have been made for the particular fiscal year in which renewal is sought. Either party may terminate this agreement by giving a thirty (30) day notice in writing to the other party.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oklahoma.

ARTICLE 3 - SCOPE OF SERVICES/SCHEDULE/COMPENSATION

CAPITOL shall provide the Services outlined in the Proposal as described in Exhibit "A", Pricing Schedule and Housekeeping Frequencies.

Invoices shall be due and payable monthly upon receipt. **CITY** shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 4 - PERFORMANCE AND STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as further described Exhibit "A". In terms of standard of excellence, 100% excellence in the work performed and compliance shall be the goal.

ARTICLE 5 – INDEMNIFICATION AND LIABILITY

Indemnification. **CAPITOL** 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 **CAPITOL** in the performance of services under this Agreement. The **CITY** agrees to defend, indemnify, and hold harmless **CAPITOL**, 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. **CAPITOL** and the **CITY** each agree to promptly service 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 **CAPITOL** 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 6 - INSURANCE

During the performance of the Services under this Agreement, **CAPITOL** shall maintain the following Workers' Compensation in accordance with State 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 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 **CAPITOL** has received prior written approval from the Facility Maintenance Superintendent or his designee for the use of the subcontractors. Failure of **CAPITOL** 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 the **CAPITOL**. It is the **CAPITOL'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 the Contractor's responsibility to ensure subcontractors abide by all terms and conditions of this agreement.

ARTICLE 7 - TERMINATION

This Agreement may be terminated by either party upon written thirty (30) day to the other party.

ARTICLE 8 - NOTICES

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

CITY:

Brenda Hall
City Clerk
City of Norman
P.O. Box 370
Norman, OK 73070
(405) 366-5386

CAPITOL:

Capitol Cleaning OKC, LP
Tiffany McIntire
11625 N. Santa Fe, Suite A
Oklahoma City, OK 73114
(405) 748-3030

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

ARTICLE 8 - DISPUTES

In the event of a dispute between **CITY** and **CAPITOL** 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.

ARTICLE 9 - EQUAL EMPLOYMENT OPPORTUNITY

CAPITOL hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations. **CAPITOL** affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is **CAPITOL's** policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. **CAPITOL** further affirms completion of applicable governmental employer information

reports including the EEO-1 and VETS-1 00 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 10 - WAIVER

A waiver by either **CITY** or **CAPITOL** 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 11 - 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 12 - INTEGRATION

This Agreement, including Exhibit "A," the proposal submitted by **CAPITOL** on October 4, 2019, incorporated by this reference, represents the entire and integrated agreement between **CITY** and **CAPITOL**. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 13 - ASSIGNMENT

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

ARTICLE 14 - NO THIRD PARTY RIGHTS

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

IN WITNESS WHEREOF, the City of Norman and Capitol Cleaning OKC, LP, has executed this Agreement.

DATED this ___th day of _____, 2018.

The City of Norman
(CITY)

Date _____

Signature _____

Name: Breea Clark

Title: Mayor r

Date _____

Attest:

City Clerk

Capitol Cleaning OKC, LP
(CAPITOL)

Signature 

Name Tiffany McIntire

Title Sales Rep

Approved as to form and legality this ____ day of _____ 200_.

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 to be provided by the City Clerk of the City of Norman 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.

Capital Cleaning
Contractor

ATTEST:

Tiffany McIntire Sales Rep
Name and Title

AFFIDAVIT OF NON-COLLUSION

STATE OF Oklahoma

COUNTY OF Oklahoma)ss

Tiffany McIntire, of lawful age, being first duly sworn, on oath says, that (s) he is the agent authorized by the bidder to submit the attached bid. Affidavit further states that the bidder has not been a party to any collusion among bidders in restraint to freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to quantity, quality, or price in the prospective contract, or any other terms of prospective contract; or in any discussion between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Norman, Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this bid.

Capital Cleaning LLC
Proposer

By: Tiffany McIntire

Subscribed and sworn to before me on this 14th day of October,
2019

Misty Heimsoth



My Commission Expires 3/23/20



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/6/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Cole, Paine & Carlin Insurance

PO Box 18444

1140 NW 50th Street

Oklahoma City

OK 73154

INSURED

Capitol Cleaning OKC, LP

11625 N Santa Fe Ave, Ste A

Oklahoma City

OK 73114

CONTACT NAME: Jessica Estes

PHONE (A/C No. Ext): (405) 843-5678

E-MAIL ADDRESS: jestes@cpinsurance.com

FAX (A/C No): (405) 843-5781

INSURER(S) AFFORDING COVERAGE

INSURER A: Ohio Security Insurance Co.

NAIC #

INSURER B: West American Ins. Co.

24082

INSURER C: Ohio Casualty Ins. Co.

44393

INSURER D:

24074

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 19-20 Revised NI

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BKS57231347	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAW57231347	7/28/2019	7/28/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined single \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ES057231347	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Surety Bond			LSF231966	2/10/2019	2/10/2020	\$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Janitorial Cleaning Services

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gerald Keeton/ESTEJE

