

EXHIBIT F

JANITORIAL SERVICES REQUEST FOR PROPOSAL (RFP)

Proposed Contract

THIS AGREEMENT FOR BUILDING JANITORIAL SERVICES (" Agreement") is made and entered into this ____ day of ____ 2024, by and between the CITY OF NORTH LIBERTY, IOWA, a municipal corporation (the "City"), and _____, (the "Contractor").

1. Contractor's Responsibilities. The Contractor shall furnish all labor, supervision, training, materials, equipment, supplies, insurance, and other resources to satisfactorily perform the janitorial services in the Scope(s) of Work as outlined in Exhibit(s) A, B, C and/or D without the use of a subcontractor. It is understood and agreed that the Contractor will perform other similar duties not specifically listed in the Scope(s) of Work that may be required to ensure that the buildings are adequately cleaned in accordance with agreed upon standards. Before the start of the agreement, the Contractor will meet with their building representative(s) who will review services needed.

2. Term of Agreement. This Agreement shall be effective on _____, and shall end on June 30, 2025, unless sooner terminated or modified as provided herein. This Agreement may be extended for one (1) additional three (3) year term (extending from July 1, 2025, through June 30, 2028) if the City and the Contractor agree to such extension. If both parties agree to extend the term of the Agreement for an additional three (3) year term, the parties shall execute a written amendment to this Agreement extending the term of the Agreement for an additional term and under the conditions contained in this Agreement, except as may be mutually agreed upon and/or modified by the parties.

3. Contractor Personnel. The following are conditions precedent to the City's performance and/or payment under this Agreement and are specific obligations of the Contractor.

(a) Security Clearance. A complete background check by North Liberty Police Department must be conducted on all of the Contractor's employees, agents, and/or personnel providing services to the City (substitute or continuous) no less than three (3) weeks prior to such personnel reporting for work at a City building. This is necessary due to the sensitive nature of business conducted within these facilities. The Contractor must replace any employee not acceptable to the City for any reason, upon written notice stating the reason for replacement. If the Contractor allows any unauthorized employee, non-contractor personnel, and/or minors access to a City building, it will be cause for immediate termination of the contract. A confidentiality waiver shall be signed by each employee and they must log their entry and exit time every visit.

(b) Age Restriction. All the Contractor's employees, agents, and/or personnel providing services to the City (substitute or continuous) shall be a minimum of 18 years old at the time they first report to work at a City building.

(c) Prohibited Activities. Neither the Contractor, nor its agents or employees, shall be allowed to do any of the following: 1. Smoke, vape, or use tobacco on City property; 2. Use or answer any City phones,

unless it is an emergency; 3. Use any City computers, faxes, copies, or other equipment; 4. Open or review contents of any drawers, cabinets, shelving, desktops, or other areas within the City buildings; 5. Remove any item of property from City buildings or grounds; 6. Disturb any meetings which are underway at any of the buildings during regularly scheduled janitorial times; 7. Enter any server rooms or other rooms designated as not allowed entry per Scope(s) of Work; or 8. Rearrange furniture in offices. Moving furniture for cleaning purposes is allowed, but items must be returned to their original position.

4. Supplies and Equipment. The Contractor shall order disposable commodities (such as paper towels, toilet paper, trash can liners, hand soap, etcetera) from the City's designated supplier. The Contractor shall provide all equipment, materials, supplies, and other resources necessary to satisfactorily perform the janitorial services in the Scope(s) of Work as outlined in Exhibit(s) A, B, C and/or D. The Contractor may store a limited number of supplies, materials, and equipment on site in areas designated and amounts allowed by the building representative. The Contractor shall provide and maintain a dedicated binder with an MSDS for all chemicals used within a building; the binder shall be stored near the supplies at each building in a place accessible to City staff. All products used in the City facilities shall bear the EPA Safer Choice label awarded to environmentally friendly options that meet the EPA's written standard. The Contractor's employees must be literate and fluent in the language used on the labels of the chemicals and equipment used in the City buildings and their accompanying MSDS stored therein.

5. Security of Facilities. The Contractor shall maintain building security at all times. The Contractor shall implement strict security measures as to use of building and room keys, electronic entry badges, and/or key fobs (herein, collectively referred to as "keys"). Each area that is locked should be cleaned and relocked before unlocking other areas. The Contractor shall not allow any unauthorized employees or guests to enter the building; if an unauthorized person enters, then the Contractor will immediately notify the North Liberty Police Department by calling the Joint Emergency Communications Center (JECC) non-emergency line at (319) 356-6800, so the appropriate responder can be dispatched. The Contractor shall verify outside doors and windows are locked in an unoccupied building before final departure from site. All employees and agents of the Contractor assigned to clean City buildings shall observe and comply with all security regulations and other procedures of the City. Keys to the buildings placed in the custody of the Contractor and assigned employees and agents shall be strictly accounted for at all times. The Contractor shall provide a roster of assigned keys upon request of the City. The Contractor shall not make a duplicate of any key and shall immediately notify the City Clerk of any keys that the Contractor is unable to account for. In the event the Contractor would not be able to account for any keys, the Contractor is responsible for any or all costs related to key or lock replacement. In the event Contractor discovers forced entry or vandalism to an unoccupied site, the Contractor will immediately notify the North Liberty Police Department by calling 911, so the appropriate responder can be dispatched; and shall remain on site until a North Liberty Police Officer arrives to investigate.

6. Communication. Each building representative will provide the final agreed upon Scope of Work to the employees in their designated building and the Contractor will post their intended weekly cleaning schedule in a non-public, staff common area of each building. The Contractor will provide a procedure for the Contractor or Contractor's designee and City staff to communicate needs and suggestions (since cleaning is often done after the buildings are closed). Discussions regarding service deficiencies shall always be between the building representative and the Contractor. The Contractor shall report fires, hazardous conditions, and items in need of repair, such as leaky faucets, toilet stoppages, and broken light fixtures to the building representative. Lost and found items shall be turned in to the building representative, making sure the item is labeled with the location found.

Building representatives shall be, as follows, or shall be designated by:

- City Hall - City Clerk
- Library - Library Director
- Police Station - Police Chief
- Ranshaw House - Outreach & Equity Coordinator

7. Billing and Payment for Services. In a frequency agreed upon by each building representative, the Contractor will issue a bill to each contracted building, based on the weekly amount. Bills for the consumable supplies will be handled by the City's designated supplier. The City will pay the Contractor on the next appropriate pay cycle based on the date the bill was received and the date invoices are due to Accounts Payable prior to the scheduled City Council meeting.

8. Independent Contractor. The Contractor hereby acknowledges and agrees that the Contractor will be acting as an independent contractor, not an employee or agent of the City. Accordingly, the Contractor shall be responsible for paying one hundred percent (100%) of the payroll and/or self-employment taxes with respect to the amounts received from the City hereunder and all State, federal, and local taxes, including estimated taxes, social security, disability insurance, if any, and any other similar form of payments, as well as all employment reporting, for the Contractor and any of the Contractor's employees or agents. Employees hired by the Contractor to perform any or all portions of this Agreement shall be paid by the Contractor in accordance with all the laws of the State of Iowa and shall provide Workers Compensation insurance and other benefits or requirements in compliance with the laws of the State of Iowa and federal laws.

9. Insurance Requirements. A certificate of insurance shall be provided by the Contractor to the City reflecting, at a minimum, the amounts specified below and shall be maintained during the term of this Agreement.

The minimum coverage provided shall be, as follows:

- Comprehensive or Commercial General Liability \$1,000,000/\$2,000,000.
- Auto Liability \$1,000,000.
- Worker's Compensation, as required by law.

The Contractor's insurance policy to be endorsed to cover "Client's Property;" the objective is to cover theft by the Contractor's staff of City property and/or City employee property from the City's premises.

Name the City of North Liberty as an "Additional Insured" on the "General Liability" insurance coverage.

Upon the annual or otherwise periodic renewal of the Contractor's insurance, for the duration of this Agreement, the Contractor shall arrange for its insurance company to automatically send an updated Certificate of Insurance to the City Clerk for verification that the preceding insurance is in force during the applicable building janitorial year. Such Certificate of Insurance shall show the coverage limit by type, dates of coverage, and shall name the City of North Liberty as an "Additional Insured."

10. Termination. Either party may terminate this Agreement at any time without cause upon thirty (30) days written notice.

11. Modification. No price escalation will be allowed. The Contractor and the City agree that they may amend the Agreement separately to reflect changes in the City's use of the buildings, square footage of the buildings, or for other reasons that may increase or decrease the Contractor's Scope(s) of Work as outlined in Exhibit(s) A, B, C and/or D (subject to City Council approval) of a written amendment.

12. Indemnification and Hold Harmless. The City shall not be responsible for any action or failure to act by the Contractor. The Contractor agrees to be responsible for, indemnify and hold the City, its officers, directors, employees, agents, representatives, assigns, and successors harmless from any and all claims of any nature, losses, personal injury, death, and/or shortage of or damaged packages or other property, and/or any claim, demands, or liability for any such loss or occurrence which may arise from or in connection with: (i) the services performed or to be performed pursuant to this Agreement, however arising, without regard to fault or negligence on the part of the Contractor and the Contractor's employees and/or agents; (ii) the Contractor's breach of any representation of this contract; (iii) the Contractor's failure to properly perform any obligations under this Agreement; and/or (iv) any violation of the law by the Contractor and/or its employees or agents. The Contractor's indemnification hereunder also includes, but is not limited to, interest, costs, attorneys' fees, and any other expenses incurred in defending or processing any claim arising as a result of any of the aforementioned items. The Contractor's obligation to indemnify and hold harmless the City, its officers, directors, employees, agents, representatives, assigns, and successors, under the provisions of this contract shall survive the termination of this contract, irrespective of the reason(s) for said termination.

13. Notices. Any termination notice or other notice that may be given hereunder shall be in writing and shall be deemed properly served: (a) on the date sent, if transmitted by hand delivery with receipt; (b) three (3) days after being sent by registered or certified mail, return receipt requested, first class postage prepaid; or (c) by sending an email with "delivery receipt" and "read receipt" tracking (and hard copy to follow by overnight delivery service), which said email notice shall be served as of the date and time of the email, provided that the email notice is sent during open business days and hours (Monday through Friday, excluding City holidays, 7:00 AM to 4:00 PM Central Time); if the email notice is sent during non-business days and hours, then the effective date and time of notice is the first hour of the next business day after transmission, and shall be addressed to the designees of the Contractor/City stated as:

To the Contractor: Name
 Attn
 Address
 Address
 Email

To the City: City of North Liberty
 Attn: City Administrator Ryan Heiar
 P.O. Box 77
 North Liberty, IA 52317
 rheiar@northlibertyiowa.org

14. License and Taxes. The Contractor shall obtain all licenses and permits and promptly pay all taxes required by the City, State, and/or federal laws or regulations.

15. Compliance with Laws. The Contractor shall conduct its operations under this Agreement in compliance with all applicable State and federal laws and regulations and North Liberty City Code of

Ordinances; provided, however, that the specifications contained in this Agreement shall govern the obligations of the Contractor where there exist any conflicting City ordinances on the subject. The Contractor shall not discriminate against any person because of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information (including family medical history).

16. Assignment. Other than by operation of law, no assignment of this Agreement or any right accruing under this Agreement shall be made in whole or in part by the Contractor to a subcontractor.

17. Miscellaneous. This Agreement, including Exhibit(s) A, B, C and/or D incorporated herein, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements, and all prior and contemporaneous discussions, agreements, and understandings of the parties in connection with the subject matter hereof. No amendment, change, or modification of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect. In the event any provision of this Agreement is held invalid, illegal, or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa and has been entered into in North Liberty, Johnson County, Iowa. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors, and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto (and their respective heirs, legal representatives, successors, and permitted assigns), any rights, remedies, obligations, or liabilities under or by reason of this Agreement. In addition to any other remedies available at law or in equity to the parties hereto with respect to a breach hereof, the parties hereto each reserve the right to enforce this Agreement by specific performance. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only and shall not be considered a part hereof for purposes of interpreting or applying this Agreement and such title or captions do not define, limit, extend, explain, or describe the scope or extent of this Agreement or any of its terms or conditions. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF NORTH LIBERTY, IOWA

THE CONTRACTOR