CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

DATE: May 16, 2022

ITEM: Motion – Approval of Contract Agreement – MidAmerican Energy Company RecPlex Custodial Services

FINANCIAL IMPACT: Expense of $20,000.00. Payments will be made out of allocated funds in the RecPlex operating budget.

BACKGROUND: The Council is asked to approve the agreement with Nationwide Office Care out of Clive, IA for custodial services at the MidAmerican Energy Company RecPlex.

A Request for Proposals was distributed in November 2021, and the City received eight proposals. City staff evaluated and scored all proposals, and Nationwide Office Care was selected as the preferred vendor.

Nationwide Office Care is known for their comparable service and attention to detail with wide reaching clients including Hilton Coliseum-Iowa State University, Iowa Events Center, Valley Stadium, and Xtream Arena.

The agreement includes a variety of custodial services to be performed at the RecPlex including restrooms, windows, bleachers, floors, and general cleaning.

The initial term would start June 1, 2022 and be effective for a period of one year. The City reserves the right to renew this Contract on an annual basis per the same terms and conditions as set forth in the resulting Contract. Annual contract renewals will be limited to five (5) consecutive years.

OUTSTANDING ISSUES: None

RECOMMENDATION: That the Council approve the agreement.

Lead Staff Member: Ryan Penning, Assistant Director of Parks and Recreation

STAFF REVIEWS

Department Director	Sally Ortgies, Director of Parks and Recreation
Appropriations/Finance	Tim Stiles, Finance Director
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

CUSTODIAL SERVICES CONTRACT
FOR THE MIDAMERICAN ENERGY COMPANY RECPLEX

This Agreement is made and entered into this _____day of _____, 2022, by and between the **City of West Des Moines**, a municipal corporation, hereinafter referred to as "City", and **Nationwide Office Cleaners, LLC, d/b/a Nationwide Office Care,** (Fed. I.D.42-1523626), an Iowa limited liability company, party of the second part, hereinafter referred to as "Contractor" as follows:

THE CITY HEREBY AGREES TO RETAIN THE CONTRACTOR FOR CUSTODIAL SERVICES AS DESCRIBED IN THIS CONTRACT AND CONTRACTOR AGREES TO PERFORM THE SERVICES AS GENERALLY DESCRIBED IN THIS CONTRACT.

1. COMPENSATION

The compensation for the work to be performed shall be:

City shall provide monthly payments to Contractor of one thousand, six hundred sixty-six and 67/100 dollars ($1,666.67) for the services provided under this Contract. Contractor shall invoice the City each month and the City shall have thirty (30) days from receipt of the invoice to pay Contractor.

In consideration of the compensation paid to the Contractor, the Contractor agrees to perform all services to the satisfaction of the City. If the performance of this Contract involves the services of others or the furnishing of equipment, supplies, or materials, the Contractor agrees to pay for the same in full.

The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes. Upon request, the City can provide Contractor proof of its tax-exempt status. Contractor shall not include taxes in its invoices to the City.

2. NOTICE

Any notice to the parties required under this Contract shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

CITY OF WEST DES MOINES:	**NATIONWIDE OFFICE CLEANERS LLC:**
Name: City of West Des Moines	Name:
Attn: Shayne Ratcliff, RecPlex	General Manager Attn:
Address: 6500 Grand Avenue	Address:
City, State: West Des Moines, IA 50266	City, State:

3. SCOPE OF WORK AND PERFORMANCE REQUIREMENTS

Contractor shall furnish all labor, supervision, equipment, and materials to maintain a clean, sanitary, and safe environment for the MidAmerican Energy Company RecPlex ("RecPlex").

A. Custodial Work Hours by Designated Area:

MidAmerican Energy Company RecPlex – Monday-Friday (3 times per week)
Between 8:00 AM – 4:00 PM, Monday-Friday
Between 10:00 PM – 7:00 AM Saturday

CITY OF WEST DES MOINES	**MIDAMERICAN ENERGY COMPANY RECPLEX 6500 GRAND AVE CLEANING SCHEDULE**							
Cleaning Tasks	Per Week						Per Month	
	Mon	Tue	Wed	Thu	Fri	Sat	2X	1X
Rest Rooms								
1. Clean and sanitize lavatories	Y			Y		Y		
2. Clean and sanitize counter tops	Y			Y		Y		
3. Clean and sanitize urinals/stools	Y			Y		Y		
4. Polish all metal fittings	Y						Y	
5. Clean mirrors and shelves	Y			Y		Y		
6. Clean and fill all dispensers, including toilet paper, paper towels, soap, feminine napkins, and linters for diaper changing stations	Y			Y		Y		
7. Clean walls and partitions where soiled by daily use	Y			Y		Y		
8. Clean and polish hand push plate or kick plate	Y			Y		Y		

9. Sweep and mop	Y			Y		Y		
Concessions								
1. Clean and sanitize food prep area	Y			Y		Y		
2. Clean and sanitize all service counters	Y			Y		Y		
3. Sweep and mop	Y			Y		Y		

CITY OF WEST DES MOINES DEPARTMENT OF PUBLIC SERVICES	MIDAMERICAN ENERGY COMPANY RECPLEX 6500 GRAND AVE CLEANING SCHEDULE							
Cleaning Tasks	Per Week						Per Month	
	Mon	Tue	Wed	Thu	Fri	Sat	2X	1X
General Cleaning								
1. Clean entrance door glass	Y							
2. Clean entrance curtain wall glass								Y
3. Dust door framing	Y			Y		Y		
4. Clean exterior windows								Y
5. Clean inside windows	Y							
6. Spot clean inside glass curtain wall	Y			Y		Y		
7. Clean/sanitize drinking fountains	Y			Y		Y		
8. Clean/sanitize trash can lids	Y			Y		Y		
9. Clean/sanitize lobby/mezzanine tables and chairs	Y			Y		Y		

Bleachers								
1. Clean each individual seat								Y
2. Clean handrails								Y
3. Clean drink rails								Y
4. Scrub/mop floor								Y
5. Scrub/mop steps leading to bleachers								Y

B. Surfaces

i. Dust shall be removed and not scattered around the room. No feather dusters will be used. Surfaces shall be free from dust after dusting is completed.

ii. All Cleaning (including spot cleaning) of surfaces should be done with either a damp cloth or an appropriate cleaning compound.

iii. All non-sport surfaces from the floor to 6 feet 6 inches high shall be dusted at least twice weekly. This dusting shall be done completely. The tops of all door frames, all shelving units, and all monitors will be dusted at least once per week. The Contractor is obligated to develop a schedule and a method to do this dusting that is acceptable to the RecPlex.

C. Floors

i. All restroom, common area, or concessions floors shall show no dust or dirt streaks, no spills from customers, RecPlex staff, or contractors.

ii. All entrance carpets will be vacuumed at least once per week, except in winter when it should be done three times per week.

D. Windows

i. All windows, 6 feet 6 inches and lower on each level of the RecPlex will be spot cleaned daily, no streaks are to be left behind and any spills that result from cleaning windows will be cleaned up afterwards.

ii. All interior windows and glass curtain walls 6 feet 6 inches and lower on each level are to be cleaned at least once per week, no streaks are to be left behind and any spills

that result from cleaning windows will be cleaned up afterwards. This includes glass curtain wall windows on both sides.

iii. Exterior windows are to be cleaned once per month between the months of March and October; this includes glass curtain wall windows.

E. Bleachers

i. All bleachers are to be cleaned thoroughly once per month. This includes wiping down each individual seat and cup holder, handrails, drink rails, and mopping the floor.

F. Products and Equipment

i. The Contractor shall not use any products, supplies, or equipment that are injurious or damaging to the surface to which they are applied or exposed. The Contractor shall be responsible for restoring/replacing any equipment/facilities, furniture, and floor covering, etc., so damaged.

4. CONTRACTORS PERSONNEL

A. Supervisor

i. The Contractor shall assign not less than one qualified Supervisor to physically supervise the Contractor's employees and to ensure adherence to the cleaning schedule.

ii. The Supervisor shall be responsible for all keys assigned to unlock spaces and for the security of the building.

iii. The Supervisor shall be responsible for the conduct and performance of the Contractor's employees, and compliance with the following rules:

a. Contractor's employees appearing to be under the influence of alcohol or drugs shall not be permitted in the building.

b. No loud or boisterous conduct will be permitted.

c. Contractor's employees will not open desk drawers or cabinets at any time.

d. Contactor's employees are not to use or tamper with office machines, equipment, or City's employees' personal property at any time.

e. Contractor's employees are not to use City telephones at any time.

f. Contractor's employees must have on file a photo ID for identification. This will be filed with the RexPlex Operations Coordinator ("Operations Coordinator"). Any Contractor's employees found not to be in the listed facility without proper identification or having not filed their photo ID with the Operations Coordinator will be removed from the location.

g. Prior to performing any work at the RecPlex, each person must be granted access to the facility by the Operations Coordinator or designee.

To obtain approval for access to the RecPlex, the Contractor must, at his/her own expense, conduct a state of residency and national fingerprint-based record check for each person who will be working at the RecPlex.

If a record of any kind exists, the Contractor shall notify the Operations Coordinator or designee in writing. Access to the RecPlex for that individual shall be delayed pending review of the criminal history record information by the Operations Coordinator or designee.

The Operations Coordinator or designee shall make the final determination as to whether an individual will be granted access to the RecPlex to perform work under the contract. The Operations Coordinator or designee will notify the contractor of his/her decision in writing.

Persons with a felony conviction(s) will not be granted access to the RecPlex. If a person is a fugitive or has an active arrest warrant, access will not be granted. Persons with misdemeanor convictions may, at the sole discretion of the Operations Coordinator or designee, be approved for access to the RecPlex to perform work under the contract.

The Contractor agrees to notify in writing the Operations Coordinator or designee if any person granted access is subsequently arrested for or convicted of any crime. The Operations Coordinator or designee may, at his/her discretion suspend or revoke access.

iv. Cleaning Supervisor will contact the Operations Coordinator each week to receive additional cleaning instructions.

v. Cleaning Supervisor will review cleaning logbook kept by the Operations Coordinator, to ensure cleaning needs are being met. Every entry made by RecPlex staff will have an initialed response from the cleaning staff.

vi. Cleaning Supervisor will provide a weekly accounting of how many hours were spent cleaning the facility each day; and how many employees were assigned to cleaning duties on those days. This account should also include the time the supervisors expends at this facility.

B. Janitors:

i. The Contractor shall employ a sufficient number of experienced employees to adequately perform all of the specified duties and services. They shall become familiar with the schedule of cleaning within their assigned areas.

ii. Unless agreed to in advance by the City and the Contractor, no less than two employees should be cleaning the facility at any given time.

iii. Contractor must be willing to provide a daily checklist of all areas cleaned – if requested to do so by RecPlex staff.

5. CONTRACTOR FURNISHED EQUIPMENT AND SUPPLIES

A. Equipment

Equipment will be provided by the Contractor and will need to be brought to the RecPlex for each day of service. The Contractor is required to maintain all equipment in good operating condition. All equipment is not to damage or leave permanent markings on any part of the RecPlex. All equipment must be OSHA certified and/or meet all OSHA requirements.

B. Supplies

All supplies will be furnished by the RecPlex. All supplies will be in properly labeled containers and have current SDS Sheets maintained on site. Sufficient supplies shall be maintained and stored in accordance with OSHA requirements on the job site at all times and made available to the Contractor's employees for use in performance of required services. Contractor is to alert the Operations Coordinator of quantity of each product used on that day to keep an appropriate supply on hand. Contractor may use their own supplies to service any part of this Contract however any supplies not furnished by the RecPlex will need approval by the Operations Coordinator and the Contractor will be responsible for the cost and storage of approved supplies.

6. LENGTH OF CONTRACT

A. Contract Term
The initial term of this contract shall be effective for the period of one year from the executed contract date. The City reserves the right to renew this Contract on an annual basis per the same terms and conditions. Any renewal contract agreement shall require written, mutual consent for both the City and the Contractor. Contract renewals shall be limited to a total of five (5) years from the original executed Contract date.

B. Contract Termination: This Contract may be terminated for any reason by the City during the contract period, subject to a thirty (30) day written notice delivered by registered mail to the Contractor at the address referenced on this Contract.

7. INSURANCE REQUIREMENTS

A. The Contractor shall obtain and maintain through the term of this agreement, insurance with terms and limits of coverage equal to or in excess of those set forth in the specifications governing the services provided, but in no event, are such terms and limits to be less than those set forth below. The limits and liability under insurance policies required by this Contract shall in no-way limit the Contractor's actual liability. Before providing any services, the Contractor shall furnish an insurance certificate to the City, showing adequate insurance to be in force. Any subcontractors utilized shall be subject to the same insurance requirements.

i. Commercial General Liability

Including coverage for premises and operations, independent contractors, products & completed operations, contractual liability, explosion, collapse, and underground hazards (XCU), personal injury, advertising injury. The limits can be satisfied by providing a primary policy or in combination with an excess liability policy. The City shall be named as additional insured on a primary and non-contributory basis.

Bodily Injury & Property Damage – Each Occurrence	$1,000,000
Personal Injury & Advertising Injury – Per Person	$1,000,000
General Aggregate on the Above	$2,000,000
Products & Completed Operations General Aggregate	$2,000,000
Fire Damage Limit	$100,000
Medical Expense Limit	$5,000

ii. Business Automobile Liability Insurance

Including Coverage for all owned, non-owned and hired automobiles with limits of liability not less than the following. The limit can be satisfied by providing a primary policy or in combination with an excess liability policy. The City of West Des Moines would be added as an additional insured on a primary and non-contributory basis

Bodily Injury & Property Damage – Each Accident	$1,000,000

iii. Workers Compensation and Employers Liability

As required by any applicable law or regulation. The policy will include waiver of subrogation endorsement in favor of the City of West Des Moines.

Part 1 – Workers Compensation Benefits	Statutory

iv. Employers Liability

Bodily Injury Each Accident	$500,000
Bodily Injury by Disease Policy Limit	$500,000
Bodily Injury by Disease Each Employee	$500,000

v. Umbrella Liability

The contractor will maintain umbrella liability insurance on an occurrence basis in excess of the general liability, automobile liability and employer's liability insurance described above which is at least broad as all underlying policies including but not limited to additional insured and waived of subrogation and Primary and non-contributory.

Each Occurrence Limit	$1,000,000
Aggregate Limit	$1,000,000

vi. Crime Coverages that insures theft of Client's Property

The Contractor will maintain crime coverage insuring loss of money, securities or property sustained by a client resulting from the theft or forgery committed by an employee.

Each Occurrence Limit	$50,000

vii. Property Insurance

The Contractor will maintain property insurance insuring owned equipment and supplies stored on the City's premise.

8. ADDITIONAL PROVISIONS

A. Mandatory Drug and Alcohol Testing Programs

The Contractor certifies that all of their employees who may perform safety sensitive functions for the City are included in a substance abuse program that meets the requirements of the Federal Department of Transportation Drug and Alcohol Testing regulations, (Code of Federal Regulations, 49 C.F.R., Part 382 and Part 40).

B. Right-to-Know Statement

The Contractor certifies that, in accordance with the "Hazard Communication Rule", 29 C.F.R. 1910.120 (the "Right-to-Know" Law) and the State of Iowa "Hazardous Chemical Risk Right-to-Know" rule, employees exposed to materials on the worksite will be trained for the materials in use by the Contractor. Material Safety Data Sheets (MSDS) for City materials will be supplied to the successful Contractor upon request.

C. ADA Statement

Contractor will comply with all applicable provisions of the Americans with Disabilities Act and applicable Federal regulations under the act.

D. FLSA Statement

"We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders to the United States Department of Labor issued under Sections 14 thereof."

E. Non-Discrimination Clause

The City does not discriminate against any person on the basis of age, race, religion, creed, color, sex, sexual orientation, veteran status, gender identity, national origin, or disability. Contractor will not discriminate against any employees or applicants for employment on the basis of age, race, religion, creed, color, sex, sexual orientation, gender identity, national origin, disability or veteran status and to include a similar non-discrimination provision in all agreements associated with this Contract.

F. Indemnification and Hold Harmless

The Contractor shall hold harmless, indemnify and defend the City and all of its agents and employees of and from any and all claims, demands, actions or causes of action of whatsoever nature or character both to person and property, arising out of, related to or connected to this Contract or by reasons of the Contractor's performance under this Contract.

This indemnification applies to and includes, but is not limited to, the payment of all penalties, fines, judgements, awards, decrees, attorney's fees, expert witness fees, investigation fees, settlements, related costs or expenses, interest, and any reimbursement incurred by or assed to the City's, its officials, employees, agents, contractors and assigns. The Contractor shall provide the City with prompt notice of any such claim, demand, or action so that the City may, at its sole option defense or settle such claim, demand, or action.

Contractor understands and agrees that it shall have no right of coverage under any existing or future insurance policies owned by the City. The Owner also acknowledges that the City has no responsibility for any damage caused to the Owner's property by any source.

This Indemnification and Hold Harmless provision is effective upon execution and shall be of indefinite duration and shall survive the termination of this Contract.

G. Independent Contractor

It is hereby understood that any and all employees of the Contractor and all other persons employed by the Contractor in the performance services under this agreement, required or provided for hereunder by the Contractor shall not be considered employees of the City and that any and all claims that may or might arise under the Workers Compensation Act of the State of Iowa on behalf of said employees while so engaged in any and all claim made by any third parties as a consequence of any act or omission on the part of said Contractor's employees while so engaged in the performance of these services, to be rendered herein by the Contractor shall, in no way, be the obligation or responsibility of the City.

H. General Compliance

In the conduct of the services contemplated hereunder, the Contractor shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by the City. Contractor must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

I. Severability

If any portion of this Contract is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Contract shall continue in full force and effect.

J. Counterparts

This Contract may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

K. Assignment

Contractor shall not assign or otherwise transfer this Contract or any right or obligations therein without first receiving prior written consent of the City.

L. Headings

Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement

M. Entire Agreement

This Contract, including any attached schedules of exhibits, constitutes the entire agreement and understanding between the parties hereto and is the final expression of their agreement and no evidence of oral or other written promises shall be binding. This Contract may not be supplemented, amended, modified, or otherwise altered except by written instrument executed by both of the parties hereto and no course of dealing or trade usage between the parties shall be effective to supplement, amend, modify, or alter this Contract.

N. Waiver

The failure to enforce or to require the performance at any time of any of the provisions of this Contract herein shall in no way be construed to be a waiver of such provisions, and shall not affect either the validity of this Contract or any part hereof or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Contract.

Signature Page Follows

NATIONWIDE OFFICE CLEANERS, LLC
D/B/A NATIONWIDE OFFICE CARE

BY: _____

AS: _____

CITY OF WEST DES MOINES

BY: _____
Ryan T. Jacobson, City Clerk