

**TOWN OF ADDISON, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT BETWEEN THE TOWN OF ADDISON AND SOUTHLAKE LEASING AND MANAGEMENT, INC. D/B/A REGENT SERVICES, FOR PROFESSIONAL JANITORIAL SERVICES IN AN AMOUNT NOT TO EXCEED \$64,831.44, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:**

**Section 1.** The Agreement between the Town of Addison and Southlake Leasing and Management, Inc. d/b/a Regent Services for professional janitorial services in an amount not to exceed \$64,831.44, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

**Section 2.** This Resolution shall take effect from and after its date of adoption.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this the 8<sup>th</sup> day of January, 2019.

\_\_\_\_\_  
Joe Chow, Mayor

ATTEST:

By: \_\_\_\_\_  
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Brenda N. McDonald, City Attorney

# EXHIBIT A

## AGREEMENT BY AND BETWEEN THE TOWN OF ADDISON, TEXAS AND SOUTHLAKE LEASING AND MANAGEMENT, INC. d/b/a REGENT SERVICES FOR PROFESSIONAL JANITORIAL SERVICES

This Agreement ("Agreement") is made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2018 ("Effective Date"), is by and between the **Town of Addison, Texas**, hereinafter called ("Town"), a home rule Texas municipal corporation, and **Southlake Leasing and Management, Inc. d/b/a Regent Services**, a Texas corporation authorized to conduct business in the state of Texas, hereinafter called ("Contractor").

### WITNESSETH:

WHEREAS, the Town initiated a request for proposals for professional janitorial services, attached hereto as **Exhibit "A"** and incorporated herein for all purposes ("RFP 18-205"); and

WHEREAS, the Contractor submitted a proposal in response to RFP 18-205 for the provision of professional janitorial services, attached hereto as **Exhibit "B"** and incorporated herein for all purposes ("Response"); and

WHEREAS, the Town has investigated and determined that it desires to hire the Contractor for the provision of the professional janitorial services as set forth herein ("Services").

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Scope of Services.

The Contractor shall provide the Services upon the terms and conditions set forth in the Agreement Documents, hereinafter defined and shall furnish all personnel, labor, equipment, supplies, deliverables and all other items necessary to provide all of the work as specified by the terms and conditions of the Agreement Documents, and according to the expectations of the Town. Contractor will perform the Services with the degree of skill and diligence normally practiced by contractors performing the same or similar services.

The Town may perform inspections during the performance of the Services at any time. Contractor agrees to correct any deficiency or error in the Services, as determined and requested by the Town.

2. Term.

The term of the Agreement shall commence upon the Effective Date and continue for one (1) year ("Initial Term"). Following the Initial Term, the Town may exercise its right to enter into one (1) year renewals, not to exceed a total of four (4) renewals ("Renewal").

## EXHIBIT A

Term"). Thirty (30) days prior to the expiration of the then existing term, the Town shall notify Contractor of its intent to renew.

The Contractor recognizes that the Agreement shall commence upon the Effective Date and continue in full force and effect until termination in accordance with its provisions. Contractor and Town herein recognize that the continuation of any Agreement after the close of any given fiscal year of the Town, which fiscal year ends on September 30th of each year, shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for the Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder. Agreement may be terminated by the Town at any time upon providing Contractor thirty (30) days written notice of the termination date.

3. Termination.

This Agreement may be terminated for any reason or for no reason whatsoever, by the terminating party giving the non-terminating party at least thirty (30) days written notice of such termination. Upon termination, Contractor shall be paid in accordance with the terms provided herein, unless Contractor is in breach.

If any party fails to perform any of its obligations under the Agreement Documents, such failure shall constitute a default. The non-defaulting party may give the defaulting party written notice of the default. The defaulting party shall have ten (10) business days after the receipt of such notice in which to cure the default. Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may obtain any reasonable remedy provided by law.

Upon the termination or expiration of this Agreement, Contractor shall transfer, assign and make available to Town, or Town's representative, all documents, records, reports, studies, and information, and all ideas and concepts, (whether kept electronically, in writing, or otherwise) prepared by or for Contractor under or in connection with this Agreement. The same shall be promptly delivered to Town, and all of Town's property and materials in Contractor's possession or control belonging to Town. The obligations in this subsection shall survive the expiration or termination of this Agreement.

4. Agreement Price, Payment Terms and Bonds

In exchange for those Services described in the Agreement Documents, the Town agrees to pay Contractor an amount not to exceed Sixty-Four Thousand Eight Hundred Thirty-One and 44/100s (\$64,831.44) plus any "as-needed" additional cleaning services as identified in the Fee Structure in **Exhibit "B"**, according to the terms and conditions of this Agreement.

On or before the 10<sup>th</sup> day of each month, Contractor shall submit to Town an invoice for the Services provided by Contractor during the immediately preceding month. Each invoice shall be form and content satisfactory to Town and shall, among other things, include: (i) a specific description of the Services; (ii) such documentation and information as Town may require to verify the accuracy of the invoice; and (iii) the sum of all prior

## EXHIBIT A

payments under this Agreement and the balance remaining that may be charged to the Services. Charges not in dispute shall be paid within thirty (30) days of receipt of invoice.

5. Agreement Documents.

The "Agreement Documents", as that term is used herein, shall include the following documents, and this Agreement does hereby expressly incorporate same herein as fully as if set forth verbatim in the Agreement.

- a. This Agreement;
- b. RFP 18-205, attached hereto as **Exhibit "A"**;
- c. Contractor Response to RFP 18-205, attached hereto as **Exhibit "B"**;
- d. Town of Addison Standard Terms and Conditions, attached hereto as **Exhibit "C,"** and incorporated herein for all purposes; and
- e. Town of Addison Insurance Requirements for Contractors, attached hereto as **Exhibit "D,"** and incorporated herein for all purposes.

This Agreement shall incorporate the terms of all attachments in their entirety. To the extent that **Exhibit "A," Exhibit "B," Exhibit "C"** and **Exhibit "D"** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement shall control, then the provisions of **Exhibit "C," Exhibit "A," Exhibit "D"** and **Exhibit "B"** shall prevail in that order.

6. Entire Agreement.

The Agreement Documents contain the entire agreement of the parties with respect to the matters contained herein. All provisions of the Agreement Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to the Agreement Documents shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

7. Counterparts.

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

8. INDEMNIFICATION.

**CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "TOWN" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE TOWN WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF**



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CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST TOWN BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, TOWN SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY TOWN, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY TOWN IN WRITING. TOWN RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, TOWN IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY TOWN IS NOT TO BE CONSTRUED AS A WAIVER OF TOWN'S OBLIGATION TO DEFEND TOWN OR AS A WAIVER OF TOWN'S OBLIGATION TO INDEMNIFY TOWN PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN TOWN-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF TOWN'S WRITTEN NOTICE THAT TOWN IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, TOWN SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL COSTS INCURRED BY TOWN.

THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

9. Venue.  
This Agreement shall be constructed under and in accordance with the laws of the State of Texas and venue shall be in Dallas County, Texas.
10. Binding Effect.  
This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

## EXHIBIT A

11. Ordinances.  
Except as specifically provided in the Agreement Documents, the parties agree that Contractor shall be subject to all Ordinances of the Town, whether now existing or in the future arising.
12. Authority to Execute.  
The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
13. Assignment.  
This Agreement may not be assigned without the written agreement of both parties.
14. Sovereign Immunity.  
The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
15. Attorneys' Fees. If any judicial or non-judicial proceeding is initiated for the purpose of enforcing a provision of this contract, the prevailing party shall be awarded reasonable attorneys' fees in addition to all other costs associated with the proceeding, whether or not the proceeding advances to judgment.
16. Notice.  
Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:  

|                       |   |
|-----------------------|---|
| If to Contractor, to: | PLEASE INSERT   |
| If to Town, to:       | Town of Addison<br>Attn: City Manager<br>5300 Belt Line Road<br>Dallas, Texas 75254 |
17. Severability.  
In case any one or more of the provisions contained in this Agreement shall for any reason

## EXHIBIT A

be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

18. Representations.  
Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its legal counsel.
19. Force Majeure.  
If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such "force majeure" event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a "force majeure" event causing such delay and the other party shall not otherwise be aware of such "force majeure" event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.
20. Independent Contractor. The relationship between the Town and the Contractor is that of independent contractor, and the Town and the Contractor by the execution of this Agreement do not change the independent status of the Contractor. The Contractor is an independent contractor, and no term or provision of this Agreement or action by the Contractor in the performance of this Agreement is intended nor shall be construed as making the Contractor the agent, servant or employee of the Town, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship.
21. No Boycott of Israel. Pursuant to Texas Government Code Chapter 2270, Contractor's execution of this Agreement shall serve as verification that the Contractor does not presently boycott Israel and will not boycott Israel during the term of this Agreement.
22. Miscellaneous Drafting Provisions.  
This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

## EXHIBIT A

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on this the \_\_\_\_ day of \_\_\_\_\_, 2018.

**TOWN OF ADDISON, TEXAS**  
a Texas municipality

By: \_\_\_\_\_  
Wesley S. Pierson, City Manager

Date: \_\_\_\_\_

**Southlake Leasing and Management, Inc.**  
d/b/a Regent Services

By: \_\_\_\_\_

Print Name: Joshua Prescott

Title: Senior Director

Date: 01/02/19



## EXHIBIT A

STATE OF TEXAS       §  
                                  §  
COUNTY OF Name     §

BEFORE ME, the undersigned authority, on this day personally appeared **Wesley S. Pierson** known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the **Town of Addison, Texas** and he executed said instrument for the purposes and consideration therein expressed.

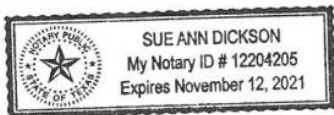
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2 day of January, 2018.

Notary Public in and for the State of Texas  
My Commission Expires: \_\_\_\_\_

STATE OF Texas     §  
                                  §  
COUNTY OF Tarrant §

BEFORE ME, the undersigned authority, on this day personally appeared Joshua Prescott known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to he is the duly authorized representative for Regent Services and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2 day of January, 2018.



Sue Ann Dickson  
Notary Public in and for the State of Texas  
My Commission Expires: 11-12-21

# **EXHIBIT A**

**EXHIBIT "A"**  
**RFP 18-205**



**Town of Addison, Texas**

**Request for Proposal (RFP)**

**RFP 18-205**

**Janitorial Services for:**

**Conference Centre, Theatre Centre, Stone Cottage, Park  
Pavilion, Police Station, Circle Park Police Substation and  
Vitruvian Police Substation.**

**Proposals are due by November 1, 2018  
2:00 P.M. local time**

# EXHIBIT A



## FINANCE DEPARTMENT / PURCHASING DIVISION

5350 Belt Line Road, Post Office Box 9010, Addison, Texas 75001  
(972) 450-7091 – Fax (972) 450-7085

### REQUEST FOR PROPOSALS

The Town of Addison is accepting proposals from all interested parties for janitorial services at the Addison Conference Centre, Theatre Centre, Stone Cottage, Pavilion, Police Station, and (2) Police Sub-stations.

Proposal Number: 18-205

Proposal Name: Janitorial Services for Conference and Theatre Centre Complex and Police Department

Pre Bid Addison Conference Centre  
Thursday, October 18, 2018 9:00 AM.  
15650 Addison Road  
Addison, Texas 75001  
(Police station tour to follow Conference Centre Complex tour)

Addison Police Station  
4799 Airport Parkway  
Addison, TX 75001

Addison Police Sub (Vitruvian)  
4015 Vitruvian Way  
Addison, TX 75001

Tours will include Conference Centre, Theatre Centre, Stone Cottage, Pavilion, Police Sub Stations, and Police Station.

Note: Attendance at the pre-bid meeting is not required but strongly encourages as more detailed information will be provided. Please plan to arrive about fifteen minutes early.

Proposals Due: November 1, 2018, 2pm local time  
Addison Finance Building  
5350 Belt Line Road  
Addison Texas 75254

Late proposals will be returned unopened, and unsigned proposals will be rejected as non-responsive.

Questions concerning the RFP are to be asked via [www.Bidsync.com](http://www.Bidsync.com). This insures everyone sees the same questions and answers.

# EXHIBIT A

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# EXHIBIT A

## TOWN OF ADDISON REQUEST FOR PROPOSALS NO. 18-205 JANITORIAL SERVICES

### INTENT

The Town of Addison General Services Department is soliciting sealed written proposals from qualified vendors for the cleaning of seven municipal buildings. This will be a yearlong contract to be paid in monthly increments, with options to renew each year for up to four (4) years, thereafter.

### AWARD

Award shall be made to the responsible vendor whose proposal is determined to be the most advantageous to the Town. Once awarded by Council, the vendor will be notified to proceed with work.

### REQUIREMENTS FOR RFP NO. 18-205 JANITORIAL SERVICES

All proposals shall be for the complete janitorial cleaning service of seven municipal buildings (see list and locations under Scope of Work, page 8). Proposals shall be based off the spreadsheet detailing the nightly, weekly, quarterly and semi-annual cleaning procedures (Exhibit A). Please bid carpet cleaning, floor work and window cleaning (inside and outside) (aside from glass doors which need to be regularly) separately on an as needed basis.

### PROPOSAL EVALUATION PROCESS

Proposals will be consistently evaluated and scored using the following weighted criteria:

- Proposer's reputation based on reference checks and examination of reference properties
- Experience in performance of comparable engagements
- Conformance with the terms of this Request for Proposal
- Proposed cleaning procedures
- Reasonableness of costs

Proposals shall be kept confidential until a contract is awarded.

MAXIMUM PROPOSAL GRADE IS 100 POINTS (See attached Sample Score Sheet)

#### 30 Points:

- Scope of Services (staffing and hours recommendation at each site, staff training, cleaning procedures, quality control)

#### 30 Points:

- Cost

#### 15 Points:

- Experience in performance in comparable engagements

#### 15 Points:

- Proposer's reputation based on reference checks and examination of reference properties

#### 10 Points:

- Conformance with the terms of this Request for Proposal

### Evaluation Criteria

- The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee

## EXHIBIT A

shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the Town of Addison.

- Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending with involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The Town of Addison reserves the right to reject any proposal based upon the vendor's prior history with the Town or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
- Clarification discussions may, at the Town's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors.

# EXHIBIT A

## INSTRUCTIONS TO PROPOSERS

### 1.0 RECEIPT AND PREPARATION OF THE PROPOSAL

- 1.1 Proposers are required to submit three (3) paper versions of their proposal and one digital version on a USB memory stick. Proposals should be delivered to the Purchasing Division in the Finance Building of the Town of Addison located at 5350 Belt Line Rd., Addison, TX 75254 to the attention of Wil Newcomer by November 1, 2018, 2pm local time. Proposals must be received by the specified time in order to be considered, and proposals submitted after this closing time will not be considered and will be returned unopened.
- 1.2 Each proposal shall be enclosed in a sealed envelope, addressed to the Purchasing Manager, Town of Addison, 5350 Belt Line Road, Dallas, Texas, 75254. Proposals must be labeled in the lower left-hand corner with the Proposal Number and Name (RFP 18-205 Janitorial Services). Proposers must also include their company name and address on the outside of the envelope.
- 1.3 Bidders are responsible for making certain bids are delivered to the purchasing division. Mailing of a bid does not insure that the bid will be delivered on time or delivered at all. If bidder does not hand deliver bid, it is suggested that he/she use some sort of delivery service that provides a receipt.
- 1.4 Bids may be withdrawn prior to the above scheduled time set for closing of the bids. Any bid received after the time and date specified will not be considered.
- 1.5 The Town of Addison reserves the right to postpone the date and time for opening bids through an addendum.
- 1.6 No changes to bid, including pricing structure, time to completion, and references may be made following submission of the bid packet.

### 2.0 ADDENDA AND EXPLANATIONS

- 2.1 Any addendums will be posted via [www.Bidsync.com](http://www.Bidsync.com). It is the sole responsibility of the vendors to check for addendums.

### 3.0 TAXES

- 3.1 All proposals are required to be submitted without State Sales tax. The Town of Addison is exempt from payment of such taxes.

### 4.0 SCOPE OF WORK

- 4.1 The work under this contract shall consist of the services contained in the proposal, including all materials including all chemicals, solvents, polishes etc., equipment, labor and all other items necessary to complete said work in accordance with the bid documents. The Town will provide paper products and plastic trash bags.
- 4.2 The proposer shall keep in mind that these buildings are highly visible and require a very high level of cleaning to meet expectations.
- 4.3 The contractor shall provide professional cleaning and other related services to the following Town of Addison locations:

## EXHIBIT A

| <u>Building</u>                    | <u>Address</u>               | <u>Type</u>  | <u>Square<br/>Footage</u>   |
|------------------------------------|------------------------------|--|---|
| Police Building                    | 4799 Airport Parkway         | Police offices, lobby, kitchen,<br>courtroom, restrooms, locker<br>rooms | 19,270  |
| Police Substation<br>(Circle Park) | 4943 Addison Circle          | Offices, lobby, restroom   | 250   |
| Police Substation<br>(Vitruvian)   | 4015 Vitruvian Way           | Offices, lobby, restroom   | 550   |
| Conference Centre                  | 15650 Addison Road           | Offices, Lobby, Kitchen,<br>Meeting and service spaces,<br>restrooms     | 15,800  |
| Theatre Centre                     | 15650 Addison Road           | Offices, lobby, kitchen,<br>dressing rooms, restrooms                    | 15,000  |
| Stone Cottage                      | 4901 Addison Circle<br>Drive | Meeting space, dressing<br>room, restrooms                               | 1,000   |
| Park Pavilion                      | 4950 Addison Circle<br>Drive | Day restrooms, as needed<br>Special Events Restrooms,<br>kitchen         | Public<br>Restrooms<br>420<br><br>Special<br>Events<br>Restrooms<br>785<br><br>Kitchen<br>590 |



# EXHIBIT A

- 4.4 All cleaning shall be performed after the normal operating hours of these buildings. The Police Station is open 24 hours a day, 7 days a week and shall not be cleaned before 8:30 p.m. Monday through Friday. The police station may be cleaned earlier on Saturday and Sunday, but cleaning must be completed no later than 6:30 p.m. on those two days. Police buildings will require CJIS Certification for all staff working in these facilities.

The Police Substations - shall be cleaned on Sunday and Thursday.

The Conference Centre, Theatre Centre and Stone Cottage shall be cleaned after midnight and finish prior to 5:30 am. The Conference Centre, Theatre Centre and Stone Cottage shall be cleaned Monday-Saturday with the Pavilion cleaned 7 days a week. A separate quote shall be submitted for an as needed Sunday cleaning of the Conference Centre, Theatre Centre and Stone Cottage.

Services to be performed monthly, quarterly and semi-annually shall be performed during the first month of the contract and then at appropriate intervals after that.

- 4.5 The Contractor shall provide all equipment necessary to complete said work including all cleaning supplies, equipment and chemicals. The Town shall provide paper goods of toilet tissue, paper towels, toilet seat covers, facial tissue and plastic trash bags. Services cover all aspects of janitorial cleaning in the buildings from entrances to the exits and building core aside from the Theatre Centre which excludes the shop, costume shop, prop room, main performance space and studio theatre.
- 4.6 The Town reserves the right to delete square footage from the contract, without a penalty, decreasing the parts of, or the entire building(s) to be cleaned. Thirty days (30) notice will be given to the contractor before any deletions are made. In this case, the amount to be deducted from the contract shall be based on percentage of square feet deleted in comparison to total building area and a change order to the contract shall be issued.
- 4.7 The Town reserves the right to add square footage to the contract, without a penalty. In this case, the amount to be added to the contract shall be negotiated and agreed upon by the Town and the Contractor, and a change order to the contract shall be issued before the additional work begins.

## 5.0 PROPOSING

- 5.1 Proposers are instructed to consider the following factors in preparation of your proposal:

- a. Proposals shall remain firm for a period of 60 calendar days after the scheduled bid opening.
- b. Proposers are instructed to include all necessary charges, related to this proposal.
- c. All costs incurred in responding to the RFP shall be the responsibility of the entity submitting the proposal.
- d. The contract will be governed by the laws of the State of Texas. Venue shall be exclusively in Dallas County.

- 5.2 Proposers shall mark any information, which is a trade secret or confidential, as "CONFIDENTIAL" on each page. Pricing of goods and services is not considered as confidential information. Proposals shall be opened so as to avoid disclosure of contents to competing proposers. The contents will not be disclosed during the process of evaluation, revision, and negotiation. All proposals shall be open to the public after contract award, except for information marked "confidential."

## 6.0 AWARD OF CONTRACT

# EXHIBIT A

- 6.1 The Town of Addison reserves the right to reject any or all proposal, reject any particular item on a proposal and to waive immaterial formalities and/or award in the best interest of the Town.
- 6.2 The General Services Department will evaluate all qualifying proposals. All requirements in this RFP must be satisfied to ensure that the proposal will qualify for consideration.
- 6.3 The Town of Addison requests that only qualified firms submit proposals. Proposals from unqualified firms or proposals that fail to address all requirements listed in this RFP will be rejected.

## 7.0 PROPOSAL FORMAT

- 7.1 To assure consistency, proposals must conform to the following format:

### Introduction

This section should contain your understanding of the Town's needs and objectives.

### Descriptive Literature

Provide complete descriptive explanation of the following:

- 1. Standard cleaning procedures
- 2. Detailed outline of quality control methods-discuss how supervisors assure quality of work, how do they assess/evaluate performance and frequency of inspections
- 3. What type and frequency of reporting will the Town receive on quality assurance-if any
- 4. Method Town staff communicate cleaning problems with contractor and how does the contractor notify Town staff that the issue was resolved
- 5. Describe procedure to address emergency situations and response times
- 6. Explanation of employee training
- 7. Examples of equipment and products used in cleaning

### References

This section shall contain names of at least five organizations, most preferable local governmental entities for which you have provided this service. Please include organization name, address, telephone number and contact person. (Form provided)

Current and previous clients of any firm that submits a proposal may be approached with specific questions regarding contractor performance and reliability. Responses to these questions will be considered in the evaluation process.

### Fee Structure

Provide a fee schedule for your services (use form provided).

### Contract

Enclose a copy of your standard contract. Indicate any clause(s) that are conditional or non-negotiable.

## 8.0 INSURANCE REQUIREMENTS

- 8.1 See attached.
- 8.2 Contractor shall provide the following endorsements:
  - a. The Town shall be named as an additional insured with respect to general liability, automobile liability and builders risk coverages. Named insured wording which includes the Contractor and the Town of Addison with respect to general liability, automobile liability.

## EXHIBIT A

- b. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions and severability of interest clauses.
  - c. A waiver of subrogation in favor of the Town of Addison shall be contained in the workers compensation, builders risk, and all liability policies with respect to the worker's compensation insurance and all other insurance policies.
  - d. The policy shall be endorsed to require the insured to immediately notify the Town of Addison of any material changes in the insurance coverage.
  - e. All insurance policies shall be endorsed to the effect that the Town will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
  - f. All insurance policies, which name the Town as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
  - g. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
  - h. Contractor may maintain reasonable and customary deductibles, subject to approval by the Town.
  - i. Insurance must be purchased from insurers that are financially acceptable to the Town.
  - j. The Town shall be named as a joint loss payee in the builder's risk policy.
- 8.3 All insurance shall be purchased from an insurance company, which meets the following requirement:
- a. Must be issued by a carrier, which is rated "A-" or better by A.M. Best's Key Rating Guide.
  - b. Licensed and admitted to do business in the State of Texas and is a subscriber to the Texas Guaranty Fund.
- 8.4 All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
- a. The company is licensed and admitted to do business in the state of Texas.
  - b. The Texas State Board of Insurance has approved the company's forms.
  - c. Sets forth all endorsements as required above.
  - d. The Town of Addison will receive at least thirty (30) days notice prior to cancellation or termination of insurance.
- 9.0 NON-DISCRIMINATION POLICY
- 9.1 It is the policy of the Town of Addison to afford all people an equal opportunity to bid or propose on any contract being let by the Town.
- 9.2 The Town of Addison has a policy that prohibits discrimination against any person because of race, color, sex, or national origin, in the award or performance of any contract.
- 9.3 The Town of Addison will require its employees, agents, and contractors to adhere to this policy

# EXHIBIT A

## 10.0 PAYMENT FOR SERVICES

- 10.1 The Town will be subject to the limits of the stated monthly contract price for the services proposed. The Town shall have no obligation to pay the Contractor a monthly amount which is in excess of the Contractor's proposed amount.
- 10.2 The Contractor shall submit one (1) monthly invoice for each building contract awarded, on or after the first day of the month for the prior month's cleaning services.
- 10.3 All invoices shall be address to:  
Town of Addison, Accounts Payable  
P.O. Box 9010  
Addison, Texas 75001-9010  
Attention: General Services-Janitorial Services.
- 10.4 Payment from the Town of Addison for work performed in accordance with the Agreement shall be due thirty (30) days from receipt of the monthly invoice, as provided for by State law.
- 10.5 Rights of Withholding: The Town reserves the right to withhold any payment or partial payment otherwise due the Contractor for any unsatisfactory performance or damage by the Contractor. This amount shall be withheld until such work is corrected.
- 10.6 Acceptance of Payment: The acceptance of each monthly payment by the Contractor shall constitute a waiver of all claims, of any nature, by the Contractor against the Town.
- 10.7 Upon termination of this Agreement, amounts due the Contractor from the Town under the terms of this Agreement, shall be prorated as of the date of termination.

## 11.0 TERMINATION OF AGREEMENT

- 11.1 **BY TOWN:** If the Town is dissatisfied with the quality of the Contractor's performance, or if the Contractor fails to comply with the terms of the proposal and subsequent Agreement, the Town shall so inform the Contractor by telephone or contractor's preferred notification method, noting all areas of dissatisfaction. The Contractor shall correct the deficiencies the evening of the day notified except in the case of fundamental deficiencies – see section 12.3 of Quality Control. If the Contractor fails to correct the deficiencies within the said period, the Town may elect to:
  - a. Perform the services itself, or obtain others to perform the services, in which case the Town shall recover those costs by deducting "out of pocket expenses" from the Contractor's monthly invoice; and/or,
  - b. Terminate the Agreement immediately by giving written notice to the Contractor. Termination by the Town under this section shall be in addition to all other remedies that the Town may have against the Contractor.
- 11.2 Upon termination of the contract, Contractor shall bring buildings up to the Town's required level of satisfaction.
- 11.3 The Town of Addison reserves the right to cancel this Agreement, without cause, with 60 days written notice.
- 11.4 The Town may be required to cancel the contract if the governing body does not provide funding for any fiscal year beginning October 1.



# EXHIBIT A

11.5 **BY THE CONTRACTOR:** Should the Contractor elect to cancel the contract prior to the original or extended termination date, at least sixty (60) days written notice shall be given to John Godley, Town of Addison Facilities Services Supervisor.

- a. The Town shall deduct any out of pocket costs, associated with re-bidding the janitorial service, from money owed the Contractor. Also, any increase in the cost of janitorial services for the balance of the contract term shall be deducted by the Town from amounts owed to the Contractor.
- b. Upon cancellation of a contract by Contractor, the Contractor shall bring buildings up to the Town's required level of satisfaction.

## 12.0 QUALITY CONTROL

- 12.1 The contractor shall maintain a quality control program which shall include regular inspections and tours with the Town representative of all buildings covered under this Request for Proposal. The proposal shall include how the inspections will be conducted, documented, and shall include a procedure to verify that identified deficiencies are noted and resolved to the satisfaction of the Town.
- 12.2 The contractor's quality control records shall be available on-site or electronically and open for the Town's review at all times. Copies of all quality control inspection reports completed by the contractor shall be provided to the Town as completed.
- 12.3 Proposal shall include how contractor will handle cleaning deficiencies or complaints noted by Town staff. Contractor will supply contact name, business phone number, email address and cell phone of superintendent or supervisor responsible for responding to the Town's representative in the event of cleaning deficiencies or complaints during normal business hours (8:00am – 5:00pm). Fundamental cleaning deficiencies (missed trash cans, empty product dispensers, etc...) reported to the contractor by 10 am shall be corrected by 12 pm (noon) of the same day or result in a credit memo being issued to reflect a deduction in the fee for work not performed.
- 12.4 Access to Site: Access to the building shall be as directed by the Town. Contractor's employees are not to be accompanied in their work areas on the premises by any other person unless said person(s) are authorized contractor employees. The contractor shall be responsible for all persons admitted to the facility by the contractor, its officers, agents, or employees.
- 12.5 Materials: All equipment and other apparatus, i.e., buffers, buffer pads, vacuums, vacuum bags, etc, necessary to complete the work proposed by the contractor shall be furnished by the contractor. The Town shall supply all paper goods and plastic trash bags.
- 12.6 The Town/its representative desires to meet with the Contractor or Contractor's Supervisors on a weekly basis to discuss performance and any cleaning issues that may arise. This frequency may be adjusted at the Town's discretion.

## 13.0 PERSONNEL

- 13.1 Once awarded, all Contractor's employees who will work in the Town's buildings must submit to a background investigation by the Addison Police Department, and the Contractor must agree to replace any employee working in the Town's buildings at the request of the Town without the Town furnishing the Contractor with specifics for the request. Example of "Security Clearance Questionnaire" is attached.
- 13.2 Employees working in the Police Department or sub-station must submit to a higher level security clearance and obtain CJIS Certification (Criminal Justice Informational Services). Vendor shall prescreen employees to put forward to 3-5 viable employees that vendor believes is able to be certified. This is a rigorous and extensive check therefore the Contractor should only submit employees able to pass. Backup employees must be CJIS Certified so there are backup personnel to clean if needed.

# EXHIBIT A

Employees who have not yet submitted to a background check shall never be allowed in a building without a supervisor being present with that employee at all times.

- 13.3 The Contractor shall employ only such superintendents, supervisors, and workers who are qualified, trained, careful, competent, reliable, and informed to perform the duties or tasks assigned to them, and shall secure the summary dismissal of any person or persons employed by the Contractor in or about or on the work who shall misconduct him/herself or be otherwise objectionable or neglectful in the proper performance of his or her duties or whom neglects or refuses to comply with or carry out the directions of the Contractor. The Town shall have the right to request the immediate removal from its premises of any employee of the Contractor. At the request of the Town, the Contractor shall replace any incompetent, unfaithful, abusive, or disorderly person in its employ.

The Contractor must have extra workers trained to the Town's specifications, at all times, so that crews can be properly manned at all times in the event of a need to terminate individuals or entire crews. There shall be no gaps or delays in starting a new crew, if it becomes necessary.

The Contractor shall take all steps necessary to ensure that all of the Contractor's employees are authorized to work in the United States, as required by the Immigration Reform and Control Act of 1986.

All work is to be performed by employees of the Contractor. A subcontractor will only be allowed for unusual situations and only with the written approval from the Town's representative.

The Contractor or an authorized competent supervisor acceptable to the Town's representative shall be present on each work site at all times when the work of the contract is being performed. Supervisor shall have the authority to act for the Contractor and to receive and execute orders as assigned by the Town representative. The supervisors shall be available at all times during the designated working hours. The supervisors shall be required to read, write, and speak English so as to be able to communicate with Town personnel.

- 13.4 Employees. The personnel employed by the Contractor shall be capable employees, qualified in janitorial type work. The Contractor shall be staffed with trained and experienced cleaning personnel.

A fully qualified force shall be on board at the beginning of the contract performance and shall be maintained throughout the period of this contract. All personnel shall receive close and continuing first-line supervision by the Contractor.

- 13.5 Uniforms & Badges: When on duty, all Contractor's employees shall have on their person identification showing the employee photo, name, and personal data. In addition, Contractor employees shall be neat in appearance.

Wearing of the identification while on duty and presenting a neat, clean appearance is mandatory.

## 14.0 SECURITY

- 14.1 The security of the building keys shall be maintained according to the policies of the Town. Liability for lost keys, re-keying cost, and other related expenses shall be the full responsibility of the Contractor. THE CONTRACTOR SHALL NOT ALTER ANY LOCK OR REPRODUCE ANY KEY.

- 14.2 The Contractor shall establish procedures to assure that the building is secured as required by the Town. Janitorial personnel shall be required to secure the premises upon completion of assigned job duties. All exterior doors shall be locked, all lights are to be turned off (except security lights and lights designated as security lights) and the security systems shall be activated prior to leaving the premises. Any malfunction shall be reported to the Addison Police dispatcher prior to leaving the building. Failure to comply with this provision may result in termination of the contract.

## EXHIBIT A

- 14.3 In the event that the security system alarm is set off by the janitorial personnel and police are dispatched, and if the Town determines that the janitorial staff is at fault, a fine will be levied against the Contractor in the amount of \$50.00 for each false alarm. A False Alarm notice and invoice will be sent to the Contractor. Such invoice(s) must be paid in full either by check from the Contractor or in the form of a credit memo issued to the Town of Addison against the Contractor's monthly invoice for that location.
- 14.4 The Contractor's supervisor will be responsible and available at all times to respond within 30 minutes to a facility where his or her crews failed to secure the facility. If Town staff has to respond, costs associated with their response out of pocket costs will be deducted from the monthly invoice.

# EXHIBIT A

## REQUEST FOR PROPOSAL STATEMENT AND SUBMISSION CHECKLIST

PROPOSER: \_\_\_\_\_  
Company Name

ADDRESS: \_\_\_\_\_  
Number & Street City, State, Zip Code

PROJECT: Contract for Custodial Services – RFP No. 18-205

All Proposers must provide the following information: (Those proposers failing to complete the Qualifications of Proposer Statement packet may be disqualified.)

*Pursuant to Contract Documents and information for prospective proposers for above mentioned proposed project, the undersigned is submitting the information as required with the understanding that the purpose is for your confidential use only to assist in determining the qualifications of this organization to perform the type and magnitude of work included; and further, guarantee the trust and accuracy of all statements hereinafter made, and will accept your determination of qualifications without prejudice. The surety herein name, and any other bonding company, bank, subcontractor, supplier, or any other persons, firms or corporations with whom I/we have done business, or who have extended any credit to me/us are hereby authorized to furnish you with any information you may request concerning me/us, including, but not limited to information concerning performance on previous work and my/our credit standing with any of them, and I/we hereby release any and all such parties from any legal responsibility whatsoever on account of having furnished such information to you.*

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Contractor/Proposer

Print Name \_\_\_\_\_  
Contractor/Proposer

Title \_\_\_\_\_

### Items to be furnished (4 copies):

- A. Introduction.
- B. Descriptive Literature.
- C. Certification of Compliance with terms and conditions of RFP (signed)
- D. Customer/Reference List (Enclosed in sealed envelope marked "Confidential")
- E. Fee Structure on form provided, may include any additional information.
- F. Company Background and Reference Form.

To be completed and furnished by appropriate Insurance Agent:

- A. Insurance Requirement Affidavit



# EXHIBIT A

## COMPANY BACKGROUND AND REFERENCES

1. Number of years in business as a Custodial Contractor

\_\_\_\_\_ Years

2. Please provide information pertaining to staffing levels indicating the breakdown of supervisory versus service personnel. Also, indicate the anticipated number of hours for cleaning for each location, each time.

| Location                           | Number of Supervisors | Number of Service Personnel | Number of Man Hours Per Night |
|------------------------------------|-----------------------|-----------------------------|-------------------------------|
| Conference Centre                  |                       |                             |                               |
| Theatre Centre                     |                       |                             |                               |
| Stone Cottage                      |                       |                             |                               |
| Pavilion                           |                       |                             |                               |
| Police Building                    |                       |                             |                               |
| Police Substation (Addison Circle) |                       |                             |                               |
| Police Substation (Vitruvian)      |                       |                             |                               |

3. Number of full time employees in company:

Administrative \_\_\_\_\_

Supervisory \_\_\_\_\_

Crew Leaders \_\_\_\_\_

Service Employees \_\_\_\_\_

4. Number of part time employees in company:

Administrative \_\_\_\_\_

Supervisory \_\_\_\_\_

Crew Leaders \_\_\_\_\_

Service Employees \_\_\_\_\_

5. How do you handle emergency requests for service? What is your normal response time and fee charged for such service?

6. List of current customers, on form provided. At least five (5) customers with contracts of comparable type and magnitude will be contacted as references, a determining factor in the award of the contract. A Town

## EXHIBIT A

representative may inspect the buildings of customers used as references, with the customer's approval. Are any of the references give, relative by blood or marriage? Yes\_\_\_\_\_ No\_\_\_\_\_ If so, please list them below:

| <u>Company</u> | <u>Contact</u> | <u>Phone</u> | <u>Sq. Ft.</u> | <u>Years</u> |
|----------------|----------------|--------------|----------------|--------------|
| _____          | _____          | _____        | _____          | _____        |
| _____          | _____          | _____        | _____          | _____        |
| _____          | _____          | _____        | _____          | _____        |

7. List any government contracts you have or have had:

| <u>Organization</u> | <u>Contact</u> | <u>Phone</u> | <u>Sq. Ft.</u> | <u>Dates</u> |
|---------------------|----------------|--------------|----------------|--------------|
| _____               | _____          | _____        | _____          | _____        |
| _____               | _____          | _____        | _____          | _____        |
| _____               | _____          | _____        | _____          | _____        |

8. Have you or any present partners or officers failed to complete a contract? Yes\_\_\_\_\_ No\_\_\_\_\_ If yes, give name of owner and/or surety and reason.

9. List of equipment owned by Contractor that is in serviceable condition and available for use. The Contractor is responsible for keeping the equipment in safe and operable repair at all times.

10. The owner, manager, or supervisor must be reachable 24 hours a day, seven days a week, 365 days a year. Does this present a problem?

Yes\_\_\_\_\_ No\_\_\_\_\_

If this is not a problem, how will we reach one of the above people?

Cell phone\_\_\_\_\_ Answering service\_\_\_\_\_ Home phone\_\_\_\_\_ Other\_\_\_\_\_

11. Is your office located in a building zoned for a business (as opposed to residential) and is there someone there during business hours to take phone calls, answer questions, and locate a manager or supervisory person?

Yes\_\_\_\_\_ No\_\_\_\_\_

12. How long have you been at your present address?

## EXHIBIT A

Years\_\_\_\_\_ Months\_\_\_\_\_

Previous address:

Years\_\_\_\_\_ Months\_\_\_\_\_

# EXHIBIT A

## CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL / EXCEPTIONS

I have read, understand, and agree to comply with the terms and conditions specified in this Request for Proposal.

Checking "YES" indicates acceptance of all terms and conditions, while checking "NO" denotes non-acceptance and vendor's exceptions should be detailed below. In order for any exceptions to be considered they MUST be documented.

YES \_\_\_\_\_ I agree.

NO \_\_\_\_\_ Exceptions noted below:

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Contractor/Proposer

Print Name \_\_\_\_\_  
Contractor/Proposer

Title \_\_\_\_\_

### EXCEPTION SUMMARY FORM

| RFP SECTION # | RFP PAGE # | EXCEPTION (Provide a Detailed Explanation) |
|---------------|------------|--|
|               |            |  |
|               |            |  |
|               |            |  |
|               |            |  |
|               |            |  |

# EXHIBIT A

## CUSTOMER LIST

(Enclose in a sealed envelope marked "Customer List – Confidential")  
Minimum five (5)

|     | <u>NAME OF ORGANIZATION</u> | <u>CONTACT NAME</u> | <u>PHONE #</u> | <u>SQ. FEET</u> | <u>TYPE*</u> |
|-----|-----------------------------|---------------------|----------------|-----------------|--------------|
| 1.  | _____                       | _____               | _____          | _____           | _____        |
| 2.  | _____                       | _____               | _____          | _____           | _____        |
| 3.  | _____                       | _____               | _____          | _____           | _____        |
| 4.  | _____                       | _____               | _____          | _____           | _____        |
| 5.  | _____                       | _____               | _____          | _____           | _____        |
| 6.  | _____                       | _____               | _____          | _____           | _____        |
| 7.  | _____                       | _____               | _____          | _____           | _____        |
| 8.  | _____                       | _____               | _____          | _____           | _____        |
| 9.  | _____                       | _____               | _____          | _____           | _____        |
| 10. | _____                       | _____               | _____          | _____           | _____        |

\*TYPE: General Office, Executive Offices, Warehouses, Service Center, etc.



# EXHIBIT A

## Fee Structure

Please indicate the monthly and annual fee for each facility.

| Location                              | Monthly Fee | Annual Fee |
|---------------------------------------|-------------|------------|
| Conference Centre                     |             |            |
| Theatre Centre                        |             |            |
| Stone Cottage                         |             |            |
| Pavilion                              |             |            |
| Police Building                       |             |            |
| Police Substation<br>(Addison Circle) |             |            |
| Police Substation<br>(Vitruvian)      |             |            |

Additional Cleanings and Services on an As Needed Basis

| Location   | As Needed Fee |
|--|---------------|
| <b>Conference Centre</b>                         |               |
| Sunday Additional Clean                          |               |
| Carpet Cleaning                                  |               |
| Floor Strip and Wax                              |               |
| Window Cleaning                                  |               |
| <b>Theatre Centre</b>                            |               |
| Sunday Additional Clean                          |               |
| Carpet Cleaning                                  |               |
| Floor Strip and Wax                              |               |
| Window Cleaning                                  |               |
| <b>Stone Cottage</b>                             |               |
| Sunday Additional Clean                          |               |
| <b>Pavilion</b>                                  |               |
| As Needed Cleaning of Kitchen                    |               |
| As Needed Cleaning of Special<br>Events Restroom |               |
| <b>Police Building</b>                           |               |
| Carpet Cleaning                                  |               |
| Floor Strip and Wax                              |               |

# EXHIBIT A

## RFP #18-205 Janitorial Services INSURANCE REQUIREMENT AFFIDAVIT

To be completed by appropriate insurance agent

I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified vendor. If the below identified vendor is awarded this contract by the Town of Addison, I will be able, within ten (10) days after being notified of such potential award, to furnish a valid insurance certificate to the Town meeting all of the requirements contained in this bid.

\_\_\_\_\_  
Agent's Signature

\_\_\_\_\_  
Agent's Name Printed

\_\_\_\_\_  
Name of Insurance Carrier

\_\_\_\_\_  
Phone Number of Agent

\_\_\_\_\_  
Address of Agency

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Vendor's Name

SUBSCRIBED AND SWORN to before me by the above named \_\_\_\_\_

on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

### **Note to Proposer:**

*This form cannot be submitted with your proposal as it must be completed by your insurance agent. Fax this form to your insurance agent and have them fax it to the Town of Addison at 972-450-7065. This form must be received by Purchasing before or within 48 hours of the bid closing date.*

### **Note to Agent:**

*If this time requirement is not met, The Town of Addison has the right to declare this vendor non-responsive and award the contract to the next lowest responsible bidder meeting the specifications. If you have any questions concerning these requirements, please contact the Purchasing Manager at 972-450-7091*

## EXHIBIT A

SAMPLE FORMS  
ATTACHED

(PAGE LEFT BLANK)

# EXHIBIT A



## SAMPLE ADDISON POLICE DEPARTMENT CRIMINAL JUSTICE APPLICANT

This document is your **FAST Fingerprint Pass** for a state and national criminal history record check. Please schedule a fingerprint appointment by visiting <http://www.identoGo.com> or by calling 1-888-467-2080. When scheduling an appointment you will be prompted by **IdentoGO** for the following additional personal data: Date of Birth, Sex, Race, Ethnicity, Skin Tone, Height, Weight, Eye Color, Hair Color, Place of Birth and Home Address. During your Fingerprint appointment you will also be prompted for Social Security Number and Driver License Number. Requested data is required by the Texas Department of Public Safety to process your background check. These data elements have been omitted from this document in order to better protect the security of your personal information. You may pay for FAST services online with a credit card or onsite with a check or money order only. Your fingerprints will be submitted to the Texas Department of Public Safety and the Federal Bureau of Investigation.

- |   |   |
|---|---|
| 1. Logon to <a href="http://www.identoGo.com">http://www.identoGo.com</a> | 7. Select: <b>Option A – Electronic Submission</b>          |
| 2. Select: <b>Texas</b>   | 8. Select: <b>Yes, I have a FAST Fingerprint Pass</b>       |
| 3. Select: <b>Online Scheduling</b>                                       | 9. Enter: <b>TX05701H1</b>                                  |
| 4. Select: <b>English or Español</b>                                      | 10. Follow the prompts to enter requested information.      |
| 5. Enter: <b>First and Last Name</b>                                      | 11. Bring this completed form with you to your appointment. |
| 6. Select: <b>All Others</b>  |   |

### Section One: Qualified Entity Information

ORID: TX05701H1 Original TCN: \_\_\_\_\_  
(If resubmission for rejected fingerprints)

Agency/Entity/Organization Name ADDISON POLICE DEPARTMENT

### Section Two: Applicant Name (To be completed by applicant)

Last: \_\_\_\_\_ First: \_\_\_\_\_ Middle: \_\_\_\_\_  
(Please print) (Please print) (Please print)

### Section Three: Waiver Information (To be completed and signed by applicant)

I certify that all information I provided in relation to this criminal history record check is true and accurate. I authorize the Texas Department of Public Safety (DPS) to access Texas and Federal criminal history record information that pertains to me and disseminate that information to the designated Authorized Agency or Qualified Entity with which I am or am seeking to be employed or to serve as a volunteer, through the DPS Fingerprint-based Applicant Clearinghouse of Texas and as authorized by Texas Government Code Chapter 411 and any other applicable state or federal statute or policy. I authorize the Texas Department of Public Safety to submit my fingerprints and other application information to the FBI for the purpose of comparing the submitted information to available records in order to identify other information that may be pertinent to the application. I authorize the FBI to disclose potentially pertinent information to the DPS during the processing of this application and for as long hereafter as may be relevant to the activity for which this application is being submitted. I understand that the FBI may also retain my fingerprints and other applicant information in the FBI's permanent collection of fingerprints and related information, where all such data will be subject to comparisons against other submissions received by the FBI and to further dissemination by the FBI as may be authorized under the Federal Privacy Act (5 USC 552a(b)). I understand I am entitled to obtain a copy of any criminal history record check and challenge the accuracy and completeness of the information before a final determination is made by the Qualified Entity. I also understand the Qualified Entity may deny me access to children, the elderly, or individuals with disabilities until the criminal history record check is completed. If a need arises to challenge the FBI record response, you may contact the agency that submitted the information to the FBI, or you may send a written challenge request to the FBI's Criminal Justice Information Services (CJIS) Division at FBI CJIS Division, Attention: Correspondence Group, 1000 Custer Hollow Road, Clarksburg, WV 26305.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Section Four: Service Center Information (To be completed by FAST Enrollment Agent)

Date Prints Taken: \_\_\_\_\_ Amount Charged For Service: \$ \_\_\_\_\_

Paid by: ☐ Check ☐ Money Order ☐ Visa ☐ MasterCard ☒ Billing Acct. \_\_\_\_\_

TCN: \_\_\_\_\_

☐ I HAVE COMPARED THE GOVERNMENT-ISSUED IDENTIFICATION PRESENTED BY THE APPLICANT AND ATTEST THAT TO MY BEST DETERMINATION, I HAVE FINGERPRINTED THE SAME PERSON

## EXHIBIT A

E.A. Name: \_\_\_\_\_ (Print name)

E.A. Signature: \_\_\_\_\_

*Signature of E.A.*



# EXHIBIT A



## SAMPLE SECURITY CLEARANCE QUESTIONNAIRE

NAME \_\_\_\_\_  
(LAST NAME) (FIRST NAME) (MIDDLE INITIAL)

DATE OF BIRTH \_\_\_\_\_ SOCIAL SECURITY # \_\_\_\_\_

U.S. CITIZEN? YES \_\_\_ NO \_\_\_ IF NOT CITIZEN, WORK PERMIT? YES \_\_\_ NO \_\_\_

CURRENT ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_

PREVIOUS ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_

PREVIOUS EMPLOYER:

COMPANY \_\_\_\_\_ PHONE \_\_\_\_\_

SUPERVISOR \_\_\_\_\_ DATES EMPLOYED \_\_\_\_\_

DRIVERS LICENSE # \_\_\_\_\_ STATE \_\_\_\_\_ (FROM) (TO)

HAVE YOU EVER BEEN CONVICTED OF A CRIME? Yes \_\_\_ No \_\_\_

IF YES, LIST EVERY CONVICTION, ITS DATE, WHERE CONVICTED AND OF WHAT CHARGE CONVICTED.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\* I HEREBY WAIVE THE PRIVILEGE OF CONFIDENTIALITY OF ANY AND ALL INFORMATION OBTAINED, EITHER VERBALLY OR IN WRITING, THE TOWN OF ADDISON OR ITS EMPLOYEES WITH RESPECT TO CONSIDERING MY APPLICATION FOR CONTRACT EMPLOYMENT. I WAIVE THE RIGHT TO BE INFORMED OF ANY AND ALL REASONS AS TO WHY I WAS DISQUALIFIED FOR THE POSITION FOR WHICH I HAVE APPLIED. I HEREBY WAIVE THE PRIVILEGE OF CONFIDENTIALITY OF ANY INFORMATION RESULTING FROM MY BACKGROUND INVESTIGATION.

## EXHIBIT A

\_\_\_\_\_  
(APPLICANT'S SIGNATURE)

# EXHIBIT A

## EXHIBIT "B" Contractor Response to Specifications

### Professional Janitorial Service Proposal

Prepared for:



Request for Proposal

Town of Addison

Submitted By:



### Regent Services

Taylor Prescott  
101 St. Louis Ave  
Fort Worth, Texas 76104  
T: 817-984-1761  
C: 936-366-5756  
[tprescott@regentsvc.com](mailto:tprescott@regentsvc.com)

Bryan Walsh  
101 St. Louis Ave  
Fort Worth, Texas 76104  
T: 817-984-1761  
C: 817-229-4214  
[bryan@regentsvc.com](mailto:bryan@regentsvc.com)

November 1, 2018

# EXHIBIT A



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## EXHIBIT A

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Enclosed Documents: Customer List



# EXHIBIT A

## Information and Instruction Form

RESPONSES THAT DO NOT CONTAIN THIS COMPLETED FORM MAY NOT BE COMPLIANT

### Section I Company Profile

Name of Business: Southlake Leasing and Management dba Regent Services

Business Address: 101 St. Louis Avenue, Fort Worth, TX 76104

Contact Name: Taylor Prescott

Phone#: 936-366-5756

Fax#: 817-984-1297

Email: tprescott@regentsvc.com

Name(s) Title of Authorized Company Officers:

- Bryan Walsh, Owner
- Chaney Russell, President
- Joshua Prescott, Senior Director
- Thomas McDaniel, Senior Director
- Delane Miles, Executive Assistant to Owner
- Sue Dickson, Chief Financial Officer

Federal ID #: 20-5975326

W-9 Form: Attached

DUN #: 011220070

Remit Address: If different than your physical address:

### Section II Instructions to Bidders

Electronic Bids: The Town of Addison uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for **Standard** bids or proposals. For **Cooperative Bids and Reverse Auctions ONLY**, the successful contractor/supplier agrees to pay BidSync a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. **Cooperative Bids and Reverse Auctions** will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to [www.bidsync.com](http://www.bidsync.com) for further information.

## EXHIBIT A

**Contractor/Supplier Responsibility:** It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractors/Suppliers will be notified of any addenda and Q&A if they are on the invited list, they view the bid, or add themselves to the watch list.

Acknowledgement of Addenda: #1 #2 #3 #4 #5

**Delivery of Bids:** For delivery of paper bids our physical address is:

Town of Addison

5350 Beltline Road

Dallas, TX 75254

Attn: Purchasing Department

**Contractor/Supplier Employees:** No Contractor/Supplier employee shall have a direct or indirect financial interest in any contract with the town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the town.

**Deliveries:** All deliveries will be F.O.B. Town of Addison. All Transportation Charges paid by the contractor/supplier to Destination

**Payment Terms:** A Prompt Payment Discount of % is offered for Payment Made Within Days of Acceptance of Goods or Services. If Prompt Payments are not offered or accepted, payments shall be made 30 days after receipt and acceptance of goods or services or after the date of receipt of the invoice whichever is later.

**Delivery Dates:** Delivery Dates are to be specified in Calendar Days from the Date of Order.

**Bid Prices:** Pre-Award bid prices shall remain Firm and Irrevocable for a Period of 120 Days.

☐ Exceptions: Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation. If neither exceptions box is checked, default shall be "No Exceptions"

☐ Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail). If box checked but no exceptions are listed, default shall be "No Exceptions"

**Historically Underutilized Business (HUB):** It is the policy of the Town of Addison to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers are encouraged to provide HUBs the opportunity to compete for sub-contracting and other procurement opportunities. A listing of HUBs in this area may be accessed at the following State of Texas Website. <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>

HUB Owned Business Yes ☐ No ☒

Include a current copy of your HUB certification with your response or insert Certification number N/A and expire date N/A.

**Other Government Entities:** Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded under the same Terms and Conditions? Yes ☐ No ☒

**Bid Bond:** Is Bid Bond attached if applicable? Yes ☐ No ☒

## EXHIBIT A

Termination: The town at any time after issuance of this agreement, by 30 days written notice, has the absolute right to terminate this agreement for cause or convenience. Cause shall be the contractor/supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the contract/purchase order. In such case the supplier shall be liable for any damages suffered by the town. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the town as of the effective date of the termination.

Bidder Compliance: Bidder agrees to comply with all conditions contained in this Information and Instruction Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees to furnish and deliver the articles or services as specified at the prices and terms herein stated and in strict accordance with the specifications and conditions, all of which are made a part of your offer. Your offer is not subject to withdrawal after the award is made.

The Town of Addison reserves the right to reject all or part of the offer and to accept the offer considered most advantageous to the town by item or total bid.

The Town of Addison will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the Town.

I hereby certify that all of the information provided in sections I and II are true and accurate to the best of my knowledge.

Signature:  Date: 10/31/18  
Title: Senior Director

Signature certifies no changes have been made to the content of this solicitation as provided by the Town of Addison.

10/17/17

# EXHIBIT A

## REQUEST FOR PROPOSAL STATEMENT AND SUBMISSION CHECKLIST

PROPOSER: Regent Services  
Company Name

ADDRESS: 101 Saint Louis Avenue Fort Worth, TX 76104  
Number & Street City, State, Zip Code

PROJECT: Contract for Custodial Services – RFP No. 18-205

All Proposers must provide the following information: (Those proposers failing to complete the Qualifications of Proposer Statement packet may be disqualified.)

*Pursuant to Contract Documents and information for prospective proposers for above mentioned proposed project, the undersigned is submitting the information as required with the understanding that the purpose is for your confidential use only to assist in determining the qualifications of this organization to perform the type and magnitude of work included; and further, guarantee the trust and accuracy of all statements hereinafter made, and will accept your determination of qualifications without prejudice. The surety herein name, and any other bonding company, bank, subcontractor, supplier, or any other persons, firms or corporations with whom I/we have done business, or who have extended any credit to me/us are hereby authorized to furnish you with any information you may request concerning me/us, including, but not limited to information concerning performance on previous work and my/our credit standing with any of them; and I/we hereby release any and all such parties from any legal responsibility whatsoever on account of having furnished such information to you.*

Signature   
Contractor/Proposer

Date 10/31/18

Print Name Joshua Prescott  
Contractor/Proposer

Title Senior Director

### Items to be furnished (4 copies):

- A. Introduction.
- B. Descriptive Literature.
- C. Certification of Compliance with terms and conditions of RFP (signed)
- D. Customer/Reference List (Enclosed in sealed envelope marked "Confidential")
- E. Fee Structure on form provided, may include any additional information.
- F. Company Background and Reference Form.

To be completed and furnished by appropriate Insurance Agent:

- A. Insurance Requirement Affidavit

# EXHIBIT A

Regent Services  
101 St. Louis Ave  
Fort Worth, Texas 76104

November 1, 2018

Town of Addison

## Introduction: Janitorial Service Proposal – TOWN OF ADDISON

Thank you for allowing Regent Services to prepare a professional cleaning service proposal for your consideration. We know it takes considerable time and effort to show any potential contractor your facility, and to provide them with the necessary information. *So again, thanks!*

Here are a few important highlights:

Below is an example of a successful and proven method for a Start-Up involving Regent Services and an entity such as TOWN OF ADDISON. Like any successful start-up, frequent and efficient communication transfixes into a seamless transition.

### 4 weeks from start (30-22 days out)

- Kick-Off Meeting to assign:
- Roles, Responsibilities, & Key Points of Contact
- Finalize & Review Specifications/Scope of Work
- Review current situation and issues to be aware of hot spots and cultural awareness of client
- Uniform Requirements
- Waste Management & Recycling Procedures
- Begin Developing Schedules & Checklists for personnel/building teams.
- Review necessary billing & accounting requirements for timely set-up.

### 3 weeks from start (21-15 days out)

- Assign Management & Personnel
- Conduct Background Checks & Drug Testing for new employees
- Review Regent Services Safety Requirements
- Review customer Safety Requirements
- Determine equipment/supply needs & procurement process

### 2 weeks from start (14-8 days out)

- Key & Badge Access for Regent Personnel
- Key & Badge procedures for Regent Personnel
- Stage equipment, supplies, communication devices & inventory for Start-Up at Regent Headquarters

### 1 week from start (7 days out)

- Identify & Verify Completion of all tasks in previous weeks
- Stage equipment, supplies, communication devices, & inventory for Start-Up at Customer building.
- Meet with tenants (if allowed) to define special requirements/codes/access/etc.

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Regent Services



## EXHIBIT A

Regent Services has learned after years of experience in large start-ups that the key to a success is constant communication of expectations, objectives and outcomes with all parties involved including but not limited to management at all levels, (both TOWN OF ADDISON and Regent Services).

Regent Services will hold regular meetings with you to discuss all phases of the transition, identify best practices and implement them, as needed. We will survey everyone on your staff who will be affected by the transition in order to address any and all concerns.

Your expectations are extremely important and are to be met by employees who pride themselves on their ability to give their best, every hour of every day. Regent Service employees have demonstrated that ability consistently.

We employ and retain employees who will exemplify our core values (respect, integrity, appearance, innovation and excellence) at every location. We hire superior employees from diverse backgrounds, give them thorough training, encourage them to be accountable for their work and reward them for exceptional performance.

With well managed people in the right position, TOWN OF ADDISON benefits in many ways:

- High quality service
- Increased productivity and reliability
- Exemplary interaction with others
- Reducing turnovers, which results in familiar faces and consistent service
- A safer Workplace results in Lower Cost

We look forward to the opportunity of becoming a trusted and valued partner in improving and maintaining the appearance of your facilities. Please call if you have any questions, or need additional information as you review our proposal.

Sincerely,



Chaney Russell  
President

**Regent Services**  
101 St. Louis Ave.  
Fort Worth, Texas 76104  
817-789-0425 – Cell  
817-984-1761 – Office  
817-984-1297 – Fax

crussell@regentsvc.com | www.regentsvc.com

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Regent Services

# EXHIBIT A

## TOWN OF ADDISON

### Professional Janitorial Service Proposal

#### Introduction

Regent Services agrees to provide all labor, supervision, material, and equipment necessary to assure performance of specified cleaning service for the customer. This shall include all services described in the Request for Proposal. Regent Services agrees to furnish such cleaning service for a period of one year, with the option to renew each year up to four (4) years. All information in the provided service proposal is accurate, truthful and factual. All personnel and resources proposed will be made available to fulfill duties and obligations of the contract.

#### Summary of Charges

Janitorial Summary of Charges are outlined in the Pricing Summary included in the bid presentation. Calculations are based on the Contractor providing all labor, supervision, management, equipment, small tools and insurance required to perform the services and schedules outlined herein. Town of Addison will supply all paper products and trash bags for all facilities.

Regent Services will provide all necessary latex gloves, cleaning supplies, cleaning cloths, chemicals, SDS Sheets to its employees.

#### SQUARE FOOTAGE ADJUSTMENT RATE:

Ten (10) days prior to contract start-up, TOWN OF ADDISON will furnish a complete breakdown of cleanable square footage including all common areas, rentable and occupied space. TOWN OF ADDISON will be responsible for notifying Regent Services of any changes in occupancy of premises and/or additions and deletions in cleanable square footage. Additions and/or deletions will be calculated from the actual effective date of the change and Regent Services will make corresponding billing adjustments on the next scheduled billing date. However, no billing adjustments will be made for deleted square footage for more than 60 days retroactively from the date of notifications.

#### Qualifications

|  |                        |
|--|------------------------|
| In Business Since:                         | 1980                   |
| Current Cleaning Contracts:                | 316 Contracts          |
| Current Janitorial Revenue (Monthly):      | \$2,076,905.91         |
| Special Services Revenue (Average):        | \$ 479,449.50          |
| EVS Medical Cleaning Revenue (Monthly):    | \$ 51,662.43           |
| Governmental Cleaning Revenue (Monthly):   | \$ 79,056.86           |
| Average Employee Tenure:                   | 11 mos 3 days          |
| Regent Services Employee Turnover Rate:    | 19%                    |
| Quality Assurance & Performance Schedules: | CompuClean Systems Inc |

Regent Services

# EXHIBIT A

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## Special Qualifications & Certifications

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ISSA – Worldwide Cleaning Industry Association  
IICR – Institute of Inspection, Cleaning & Restorations

- License # 140403

IWCA – International Window Cleaning Association  
NIDS – National Institute of Decontamination Specialists

- Crime & Trauma Scene Bio-Recovery Technician
- License # R-CTS-101

OSHA – Occupational Safety & Health Administration

- OSHA 1910 Standards Training for General Industry
- License # 13621518

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## References

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Michael Cleveland  
XTO Energy, Inc  
Building Operations Manager  
817-205-5120  
[Michael.Cleveland@xtoenergy.com](mailto:Michael.Cleveland@xtoenergy.com)  
702,903 SF



Laura Hagan  
Verador Property Management  
Property Manager  
817-877-3555  
[laura.hagan@veradorpm.com](mailto:laura.hagan@veradorpm.com)  
275,760 SF



Carma Bohannon  
Holts Lunsford  
Property Manager  
817-338-1200  
[cbohannon@hlfortworth.com](mailto:cbohannon@hlfortworth.com)  
242,675 SF



Matt Hopwood  
TCRG Properties  
Leasing Director  
817-626-9898  
[matt@tcrg.com](mailto:matt@tcrg.com)  
421,952 SF



Donna Pope  
Jones Lang LaSalle  
Senior Facilities Manager  
682-605-5025  
[donna.pope.ctr@sabre.com](mailto:donna.pope.ctr@sabre.com)  
320,000 SF



Pattie McClean  
Hillwood Properties  
Senior Property Manager  
817-224-6091  
[pattie.mcclean@hillwood.com](mailto:pattie.mcclean@hillwood.com)  
405,192 SF

*Project Services*

# EXHIBIT A

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## Service Schedule

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Cleaning service operations described in this comprehensive program will be performed 7 days per week at the Police Building, 6 days per week at the Conference Centre, Theater Centre, Park Pavilion, and Stone Cottage, and 2 days per week at Circle Park and Vitruvian Substations.

The cleaning crew will observe holidays observed by the customer. Regent Services is prepared to adapt this work schedule to coincide with the needs and requests of the customer provided that such requests do not alter the cost of operations.

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## Invoicing

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All invoicing will be itemized according to monthly work or for special tasks. Invoicing will be on the 1st of each month. Payment policy is net 15 days.

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## Supervision

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Adequate personnel and supervision will be furnished to ensure quality service. A start-up team will work with TOWN OF ADDISON's designated Property Manager to implement the transition plan. The team will remain dedicated until your planned level of service is achieved and your objectives are being met.

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## Supplies

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If desired, Regent Services will furnish and bill back at cost all consumable products inclusive of but not limited to: toilet tissue, hand towels, trash liners, hand soap and feminine products.

Regent Services will furnish all cleaning supplies inclusive of but not limited to: cleaning agents, disinfectants, etc.

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## Equipment

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Regent Services will furnish and maintain all necessary cleaning equipment inclusive of but not limited to: floor machines, buffers, carpet extractor, vacuums, maid carts, mop buckets, wringers, mops and brooms. The customer agrees to provide a secure space for storage of this equipment, as may be necessary.

Regent Services will comply with current OSHA regulations and proven procedures pertaining to all work performed at the customer's location.

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## Insurance

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Regent Services will furnish all forms of insurance required by law and shall maintain the same in force.

- Comprehensive General Liability
- Property Damage
- Workers' Compensation

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*General Services*

## EXHIBIT A

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### Employee Status

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Personnel supplied by Regent Services are deemed employees of Regent Services and will not for any purpose be considered employees or agents of the customer.

Applicants can be screened based on TOWN OF ADDISON Job Description:

- Standard background checks (nationwide)
- Criminal/sex offender background checks
- Drug screening
- Certification checks
- Additional reference checks

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### Equal Opportunity Employer

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Regent Services is an equal opportunity employer. All necessary employment forms will be maintained by our office as required by law.

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### Term

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The term of this agreement shall be for a period of one (1) year with options to renew each year for up to four (4) years, thereafter.

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### Cancellation

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This agreement may be terminated or canceled at any time with a minimum of sixty (60) days written notice from either party.

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*Regent Services*

## EXHIBIT A

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### Agreement

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This Agreement ("this Agreement") is made and entered into as of \_\_\_\_\_, 20\_\_\_\_ by and between Regent Services, with its principal place of business located at 101 St Louis Ave, Fort Worth, Texas 76126 and TOWN OF ADDISON.

NOW, THEREFORE, in consideration of the mutual promises and benefits to be derived by the parties they mutually agree to the terms and conditions as outlined above in this agreement.

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

Regent Services

TOWN OF ADDISON

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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Regent Services



# EXHIBIT A



## Regent Services Medical & Municipality References Page



Cook Children's  
Mark Duncan  
Director of Facility Management  
682-885-1891  
[mark.duncan@cookchildrens.org](mailto:mark.duncan@cookchildrens.org)  
222,500 SF  
Customer since January 2013

Lone Star Medical Group  
Candice Martinez  
Area Practice Manager  
682-582-1700  
[Candace.Martinez2@hcahealthcare.com](mailto:Candace.Martinez2@hcahealthcare.com)  
112,000 SF  
Customer since September 2012

McKesson/US Oncology  
Sam Reta  
Property Manager  
[sam.reta@mckesson.com](mailto:sam.reta@mckesson.com)  
72,659 SF  
Customer since January 2010



City of Grapevine  
Chad Hester  
Facilities Manager  
[chester@grapevinetexas.gov](mailto:chester@grapevinetexas.gov)  
310,349 SF  
Customer since September 2010



HCA Medical Center Arlington  
Linda Williams  
Facilities Manager  
[linda.williams@hcahealthcare.com](mailto:linda.williams@hcahealthcare.com)  
Hospital Staffing  
Customer since May 2014



THR Dallas Presbyterian  
Ron Turner  
Facilities Manager  
[rnturner@texashealth.org](mailto:rnturner@texashealth.org)  
Hospital Staffing  
Customer since July 2016



Crothall Health Care  
Alan Williams  
Facilities Manager  
[alan.williams@crothall.com](mailto:alan.williams@crothall.com)  
Customer since December 2013



Medical Center of Lewisville  
Chris Johnson  
Facilities Manager  
[christopher.johnson3@hcahealthcare.com](mailto:christopher.johnson3@hcahealthcare.com)  
Customer since January 2016



Methodist Dallas Medical Center  
Treonisha Rodas  
Facilities Manager  
[treonisharodas@mhd.com](mailto:treonisharodas@mhd.com)  
Customer since October 2016

# EXHIBIT A



| Town of Addison - Regent Services: Janitorial Pricing Summary |               |                |          |               |                   |                      |                    |                              |                    |                 |  |
|---|---------------|----------------|----------|---------------|-------------------|----------------------|--------------------|------------------------------|--------------------|-----------------|--|
| Building:   | Sq Ft:        | Days per week: | HRS/Day: | HRS/Month:    | Labor:            | PTI & Labor Related: | Profit & Overhead: | Monthly Sub-Total (Pre-tax): | Annual Total:      | PPSF:           |  |
| Conference Center   | 15,800        | 6              | 3.25     | 84.50         | \$1,098.50        | \$186.75             | \$219.70           | \$1,504.95                   | \$18,059.34        | \$0.0952        |  |
| Theatre Center  | 15,000        | 6              | 2.5      | 65.00         | \$812.50          | \$138.13             | \$162.50           | \$1,113.13                   | \$13,357.50        | \$0.0742        |  |
| Pavilion (Public RR's)  | 1,756         | 6              | 1        | 26.00         | \$327.60          | \$55.69              | \$58.97            | \$442.26                     | \$5,307.12         | \$0.2519        |  |
| Stone Cottage   | 900           | 6              | 0.5      | 13.00         | \$169.00          | \$28.73              | \$37.18            | \$234.91                     | \$2,818.92         | \$0.2610        |  |
| Police Station  | 19,270        | 7              | 4        | 104.00        | \$1,300.00        | \$221.00             | \$234.00           | \$1,755.00                   | \$21,060.00        | \$0.0911        |  |
| Circle Park   |               |                |          |               |                   |                      |                    |                              |                    |                 |  |
| Substation  | 250           | 2              | 0.25     | 6.50          | \$84.50           | \$14.37              | \$18.59            | \$117.46                     | \$1,409.46         | \$0.4698        |  |
| Vitruvian Substation  | 550           | 2              | 0.5      | 13.00         | \$169.00          | \$28.73              | \$37.18            | \$234.91                     | \$2,818.92         | \$0.4271        |  |
| <b>Totals</b>   | <b>53,526</b> |                |          | <b>312.00</b> | <b>\$3,961.10</b> | <b>\$673.39</b>      | <b>\$768.12</b>    | <b>\$5,402.61</b>            | <b>\$64,831.26</b> | <b>\$0.2386</b> |  |

# EXHIBIT A



Taylor Prescott  
Cell: 936-366-5756  
Email: [tprescott@regentsvc.com](mailto:tprescott@regentsvc.com)

## ADDITIONAL SERVICES

### FLOOR MAINTENANCE

- Wood Floor Refinishing & Restoration
- Carpet Cleaning
  - Hot Water Extraction
  - Encapsulation Method (Whittaker)
- Strip & Wax (VCT Flooring)
- Stone Polishing/Restoration
  - Marble
  - Granite
  - Terrazzo
- Concrete Polishing & Staining

### INTERIOR FACILITY

#### MAINTENANCE

- Construction Cleaning/Final Cleans
- Disease Control & Prevention
- Computer Room/Data Center Cleaning
- Upholstery Cleaning
- Light Bulb Replacement
- Odor Control
- Restroom & Locker Room Sanitization
- Floor Mat Services

### EXTERIOR FACILITY

#### MAINTENANCE

- Parking Lot Striping and Resurfacing
  - Re-Stripe
  - New Striping
  - Stencils
  - Traffic Signs
  - Speed Bumps & Bollards
  - Barrier & Guardrail Delineators
- Asphalt (Top Coating)
- Window Cleaning (Interior & Exterior)
- Power Washing
- Sand Blasting
- Awning Cleaning
- Graffiti Removal
- Caulking & Waterproofing
  - Wet Glazing
  - Expansion Joints
- Deck Coating/Traffic Coating
- Concrete Polishing & Staining
- Snow/Ice Removal
- Landscaping & Lighting Services
- Tree Relocation & Tree Installation
- Pallet & Rubbish Removal
- Holiday Decorating
- Waste Removal

### SPECIALTY & GENERAL

#### TRADES

- Locksmith Services
- High Dusting & Warehouse Dusting
- Painting Services-General
- HVAC Services
- Emergency 24 Hour Flood/Water Clean Up
- Emergency Lighting Towers
- Audio/Visual
- Electrical Services
- Fences, Gates, & Overhead Doors
  - New Installation
  - Repairs
  - Gate Code Programming
  - Key Pad/Badge Access Installation
- Fire Alarm Monitoring
- Fire Protection Maintenance
  - Fire Detection Systems
  - Fire Extinguishers
  - Preventative Maintenance
- Glass/Window Installation & Repair
- General Construction
- Day Porter Services
- Kitchen Equipment Installation/Repairs
- Roofing Services & Skylights

# EXHIBIT A



## Personnel & History

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### Our Philosophy

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Regent Services began operations 38 years ago as Your Final Janitorial, in September of 1980, then incorporated in November 2009 as Southlake Leasing & Mgmt., Inc. dba/Regent Services and has provided the highest quality of services available throughout the Dallas/Fort Worth area.

We deliver the highest standard in janitorial and building maintenance services to our customers throughout the DFW metroplex each and every day. We offer our customers immediate and direct access to decision makers in order to rapidly address issues and concerns, while supporting our customers and meeting their expectations with weekly quality control inspections and 24/7 account management response. Our responsiveness and dedication to resolving problems are just a few of the many reasons why Regent Services enjoys an exceptional renewal rate and an average customer life that significantly exceeds the industry average.

Today, Regent Services is a major competitor in the janitorial services industry and employs a staff of trained, responsible professionals. Regent Services currently provides services to a broad spectrum of commercial, industrial, aviation, single-tenant, multi-tenant and medical facilities and has experience in both commercial and industrial applications.

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### Our Team

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We deliver the highest standard in janitorial and building maintenance services to our customers throughout the DFW metroplex each and every day. We offer our customers immediate and direct access to decision makers in order to rapidly address issues and concerns, while supporting our customers and meeting their expectations with weekly quality control inspections and 24/7 account management response. Our responsiveness and dedication to resolving problems are just a few of the many reasons why Regent Services enjoys an exceptional renewal rate and an average customer life that significantly exceeds the industry average.

**Bryan D. Walsh - CEO**, has over 37 years of experience in the commercial janitorial industry. Bryan's personal commitment to excellence is evidenced by his strong long-term business relationships and high customer retention. He has extensive experience in all aspects of commercial janitorial operations as well as business management.

**Chaney Russell - President**, has 22 years of experience in commercial janitorial operations. Chaney is dedicated to providing quality cleaning, responsiveness to customer requests, and achieving customer satisfaction. Chaney holds several certifications including but not limited to IICRC Carpet Cleaning, IICRC Carpet Cleaning Water Damage Restoration,

*References:* Chud Hoster, City of Grapevine - 817-925-2875  
Kurt Ackermann, City of Southlake - 817-657-8062

**Joshua Prescott - Senior Director**, has over 7 years of experience in commercial janitorial operations. Josh is a strong leader and has proven that with years of experience in a managerial role. He currently oversees operations of over 5 million square feet all while leading the charge of our Business Development team. His personality and attention to customers' needs helps build long term business relationships.

*References:* Lee Wilson, XTO Energy/Exxon Mobil - 817-205-5120  
Deanna Turner, Schlumberger - 940-783-4605

# EXHIBIT A



**Thomas McDaniel - Senior Director**, has over 8 years of experience in commercial janitorial & general trade services. Thomas is an innovator to special services and the go to person for his customer when they need services outside of janitorial operations. Thomas is OSHA Certified and has created safety programs for window washing safety for customers such as Jones Lang LaSalle. Current projects include but not limited to: Exterior Building Painting, Window Washing, Window Restoration, Roof Davit/Tie Back Installations, Façade Surveys & Caulking and Water Proofing

*References:* Jim Kelley Jones Lang LaSalle - 214-885-0257  
Steve Griggs Jones Lang LaSalle - 214-663-7037

**Tina Garcia - Bilingual Senior Account Manager**, has 18 years of experience in commercial/ medical facility janitorial building management. Tina is dedicated to providing high quality attention to every building resulting in complete customer satisfaction. She has had extensive training for both commercial and medical facility management. Tina has an IICRC certification for carpet cleaning.

*References:* Bruce Jernigan Jones Lang LaSalle - 972-506-3876

**Lori Herbert - Sales/Account Manager**, has 5 years of experience in sales and commercial/ medical facility janitorial building management. Lori is a loyal manager who focuses on detail and customer service making sure all expectations are met. She too is certified in carpet cleaning by IICRC.

*References:* Premium Management John Comerfort - 817-870-1316  
Vestor Management Stacy Hollingsworth - 817-810-9078

**Cynthia Mendoza - Sales/Account Manager**, has 8 years of experience predominately medical facility janitorial building management. Cynthia is dedicated to providing extensive customer service to her buildings which is evidenced by the retention of her accounts and glowing comments from her building managers. She has had extensive training including but not limited to carpet cleaning.

*References:* William C Jennings Management Co David Aldrich - 817-308-9333  
Lincoln Harris Management Susan Heath - 817-313-7817

**Yazmin Correa - Account Manager**, has 3 years of experience in sales and commercial/medical facility janitorial building management. Yazmin is a loyal manager who focuses on detail and customer service making sure all expectations are met. She too is certified in carpet cleaning by IICRC.

*References:* First Command Financial Services Del Williams - 817-569-2324

**Taylor Prescott - Sales Manager**, has 5 years of experience in sales management and a new face in the DFW Janitorial & Facility Maintenance Industry. Taylor is dedicated to serving her customers and providing the best overall cost, services, and customer experience.

*References:* Dr. Juan Liberos - 936-327-7799

**Terrie Mark - Sales Manager**, has 8 years of experience in sales and commercial janitorial building management. Terrie is a loyal manager who focuses on detail and customer service making sure all expectations are met, while building long lasting relationships.

*References:* MBRE Healthcare Lesho Coke - 972-340-3994

# EXHIBIT A





# EXHIBIT A

## Organized to Respond to Your Needs

TOWN OF ADDISON will receive personalized service that emphasizes client satisfaction. Through our organizational structure, leaders, and consistent management, we've developed an approach that allows us to manage your building's service needs and exceed your expectations.

TOWN OF ADDISON & the employees and tenants of TOWN OF ADDISON will benefit from our *industry related knowledge and expertise, local specialists in recruitment, operations, account management, quality assurance, safety, risk management, training and technical support*. All are focused on delivering quality, reliable service with the latest technology to continually meet your unique needs.

Descriptions of service personnel's roles and responsibilities that will directly support your account are listed here to provide you clarification of what should be expected from each.

### A Project Manager Who Fits Your Needs

We recommend a Project Manager for your account. Additional support will be available from Account Managers, Senior Management, President & CEO.

The Project Manager serves as the primary contact between TOWN OF ADDISON Property Management service workers and management. On a daily basis, your Project Manager is supported by the entire Regent Services upper management team.

The Project Manager will be responsible for overseeing the cleaning of several sites in your area as well as operational schedules, periodical work, work order, payroll, supply quantity and equipment upkeep. Periodical walks and reports may be scheduled between the Regent Services Project Manager and the specified point of contact for the Town of Addison.





# EXHIBIT A



## Regent Services Management & Training

Our promise to you is fulfilled by our employees. Your expectations need to be met by employees who are willing and able to give their best, every day—which Regent Services management team have demonstrated consistently.

We hire superior employees from diverse backgrounds, give them thorough training, encourage them to be accountable for their work and reward them for exceptional performance.

With well-managed people in the right jobs, TOWN OF ADDISON benefits in many ways:

- Higher quality service
- Increased productivity and reliability
- Professional interaction with associates
- Reduced turnover, resulting in more familiar faces and more consistent service
- Lower costs because of a safer workplace

### Recruiting Practices

#### Recruiting the best

Your facilities will be staffed by highly qualified professionals who were attracted to Regent Services because of our strong local presence and reputation for employee development and retention.

Your facilities require personnel who are able to adapt to your culture and present themselves in a friendly, professional manner. That is why we make great efforts to recruit employees who don't just match the job profile, but also will adapt to meet your building's needs and Regent Services culture of learning, teamwork and providing high-quality service.

### Screening and Selecting

#### Careful selection to ensure safety and quality

Through professional interviewing and selection processes, we select quality candidates who meet your needs. To ensure the safety of your customers, employees and business assets, we provide a range of employee screening packages. We will conduct tiered screening based on your industry's best practices and your business' requirements.

Our screening packages can include any of the following:

- Standard background checks
- Criminal/sex offender background checks (CORI/SORI)
- Credit checks (if applicable)
- Drug screening (upon contract requirement)
- Professional certification checks
- Additional reference check

# EXHIBIT A

## Training and Developing

### An emphasis on safety and training

To deliver you the reliable, high-quality service that you expect, we develop training programs and work with customers on specific training topics and emphasize best practices and safety. For more detailed information, see the section titled "Training Program" in this proposal.

## Retaining Employees

### Employee benefits and incentives attract and keep good people

Maintaining a broad, competitive benefits program enables us to keep well-trained, experienced employees who are committed to your building and Regent Services. We provide you with the flexibility to personalize a benefit package that meets your cost objectives while still achieving a work/life balance for the employees.

Based on the terms of your contract or collective bargaining agreement requirements, the service workers staffing your facilities will be offered a selection of benefits that can include the following:

#### Salaried Personnel (Full-time)

- Health and Dental Life Insurance
- Accidental Death and Dismemberment
- Paid Vacation
- Paid Holidays
- 401 (k)
- Anniversary Awards
- Workers' Compensation

#### Hourly Personnel (Full-time)

- Employee Participated Insurance
- Anniversary Awards
- Worker's Compensation
- Paid Vacation
- Paid Holidays

## Encouraging Growth

### Encouraging professional growth

Another component of our retention program is the support we provide to employees as they grow in their careers. Your building will be serviced by employees who are allowed to grow, which typically results in higher productivity and better service quality. Our culture encourages each employee to openly communicate with his or her manager to develop a career path that builds on individual strengths. The quality of each individual employee's service continually improves because of the ongoing coaching facilitated by regular performance reviews.

# EXHIBIT A

## Training Program

We provide you with employees that have the training they need to successfully perform janitorial and engineering services in your building, improve efficiency, and develop new skills. Every Regent Services employee meets the following criteria:

- Technically proficient with chemicals, equipment and methods
- Familiar with the rules and regulations of your site(s)
- Thoroughly trained in job safety
- Committed to providing outstanding client service

## Regent Services "Green Cleaning" Training

The Regent Services Green Cleaning Procedures Manual outlines proper cleaning processes to ensure our employees' effective use of the chemicals, equipment and tools provided. Regent Services will work with your established proper cleaning intervals throughout the day to ensure our staff is following the proper cleaning procedures.

## New Hire Orientation and Training

During the start-up phase, Regent Services Project Managers and Supervisors conduct employee training sessions at one of your locations in a classroom setting. These sessions include site-specific rules and regulations, Regent Services policies and procedures and basic job training.

Training for service workers concentrates on specific work tasks. Our Supervisors demonstrate each task step-by-step, detailing the importance of each step along the way, and train them to perform visual inspections before completing work. The Supervisors also provide guidance to the service workers as they work.

Once initial training is complete, Supervisors perform recurring reviews to make sure that they are maintaining TOWN OF ADDISON and Regent Services standards. By empowering our employees with comprehensive training, we are able to minimize deficiencies and quickly identify opportunities for improvement.

## Reoccurring Training Sessions

Our managers conduct recurrent training sessions for current and replacement employees at your site(s). These sessions are more technical in nature and concentrate on specific job tasks and duties, such as specialized certifications and interdisciplinary training. Employees are trained in groups specific to their function. Compliance is measured and tracked by attendance, job performance, tests, etc. to ensure all employees are receiving the proper level of training.

## Monthly Safety Training Topics

All Regent Services employees receive safety orientation upon hire and monthly thereafter. A schedule will be sent out quarterly along with the training material. The material is available in video, on-line and hard copy formats.

# EXHIBIT A

The attendance roster must be available for inspection at the Regent Services office. A copy of each month's attendance rosters is submitted to the Safety Director by the middle of the following month. Copies must be kept on location as well for the duration of the contract.

## Regent Services Monthly Training Topics

|  |
|--|
| January  |
| Safe Lifting   |
| Handling of Hazardous Materials                        |
| February   |
| Fire Safety  |
| Electrical Safety                                      |
| March  |
| SDS Sheet & Personal Protective Equipment              |
| April  |
| Slips, Trips and Falls                                 |
| OSHA/Hazard Communication                              |
| June   |
| First Aid  |
| Safe Driving   |
| July   |
| Ergonomics Awareness                                   |
| Natural Disaster Safety                                |
| August   |
| Blood borne Pathogens                                  |
| Emergency Evacuation                                   |
| September  |
| Barricade Training                                     |
| Forklift Training                                      |
| October  |
| Cleaning for Safety                                    |
| Pandemic Prevention                                    |
| November   |
| Site Specific Certification – Lock Out / Tag Out, etc. |
| Right To Know - Chemical Handling & Storage            |
| December   |
| Time Management - Clocking In/Out                      |
| Annual Refresher Training                              |

## EXHIBIT A



### Uniforms — Yours or Ours

People in your building will always be able to recognize the janitorial staff because they'll proudly be wearing either the Regent Services uniform or a special uniform chosen to reflect the character of your building. The professional image of our service employees is just one more way Regent Services works to enhance the overall image of your building. We understand that establishing an identity and presence at your sites is imperative as security has become heightened in recent years.

The power of a uniform doesn't stop there. It also gives our service employees a greater sense of responsibility and accountability. They are required to keep their uniforms looking clean and presentable.

Our agreement with vendors enables us to provide you with an array of well-made, high-quality apparel to choose from.

For this proposal, the uniforms will be as follows:



# EXHIBIT A


## CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL / EXCEPTIONS

I have read, understand, and agree to comply with the terms and conditions specified in this Request for Proposal.

Checking "YES" indicates acceptance of all terms and conditions, while checking "NO" denotes non-acceptance and vendor's exceptions should be detailed below. In order for any exceptions to be considered they MUST be documented.

YES ☒ I agree.

NO ☐ Exceptions noted below:

Signature  Date 10/31/18  
Contractor/Proposer  
Print Name Joshua Prescott  
Contractor/Proposer  
Title Senior Director

### EXCEPTION SUMMARY FORM

| RFP SECTION # | RFP PAGE # | EXCEPTION (Provide a Detailed Explanation) |
|---------------|------------|--|
|               |            |  |
|               |            |  |
|               |            |  |
|               |            |  |
|               |            |  |

# EXHIBIT A

## Fee Structure

Please indicate the monthly and annual fee for each facility.

| Location                              | Monthly Fee | Annual Fee  |
|---------------------------------------|-------------|-------------|
| Conference Centre                     | \$1,504.95  | \$18,059.34 |
| Theatre Centre                        | \$1,113.13  | \$13,357.50 |
| Stone Cottage                         | \$234.91    | \$2,818.92  |
| Pavilion                              | \$442.26    | \$5,307.12  |
| Police Building                       | \$1,755.00  | \$21,060.00 |
| Police Substation<br>(Addison Circle) | \$117.46    | \$1,409.46  |
| Police Substation<br>(Vitruvian)      | \$234.91    | \$2,818.92  |

Additional Cleanings and Services on an As Needed Basis

| Location   | As Needed Fee |
|--|---------------|
| <b>Conference Centre</b>                         |               |
| Sunday Additional Clean                          | \$150         |
| Carpet Cleaning                                  | \$975         |
| Floor Strip and Wax                              | \$250         |
| Window Cleaning                                  | \$150         |
| <b>Theatre Centre</b>                            |               |
| Sunday Additional Clean                          | \$125         |
| Carpet Cleaning                                  | \$504         |
| Floor Strip and Wax                              | \$.25/sf      |
| Window Cleaning                                  | \$150         |
| <b>Stone Cottage</b>                             |               |
| Sunday Additional Clean                          | \$100         |
| <b>Pavilion</b>                                  |               |
| As Needed Cleaning of Kitchen                    | \$150         |
| As Needed Cleaning of Special<br>Events Restroom | \$150         |
| <b>Police Building</b>                           |               |
| Carpet Cleaning                                  | \$1,500       |
| Floor Strip and Wax                              | \$.25/sf      |



# EXHIBIT A

## COMPANY BACKGROUND AND REFERENCES

1. Number of years in business as a Custodial Contractor:

38 Years

2. Please provide information pertaining to staffing levels indicating the breakdown of supervisory versus service personnel. Also, indicate the anticipated number of hours for cleaning for each location, each time.

| Location                           | Number of Supervisors | Number of Service Personnel | Number of Man Hours Per Night |
|------------------------------------|-----------------------|-----------------------------|-------------------------------|
| Conference Centre                  | 1                     | 2                           | 3.25                          |
| Theatre Centre                     | 1                     | 2                           | 2.5                           |
| Stone Cottage                      | 1                     | 1                           | 5                             |
| Pavilion                           | 1                     | 1                           | 1                             |
| Police Building                    | 1                     | 3                           | 4                             |
| Police Substation (Addison Circle) | 1                     | 1                           | .25                           |
| Police Substation (Vitruvian)      | 1                     | 1                           | 5                             |

3. Number of full time employees in company:

Administrative 9  
 Supervisory 10  
 Crew Leaders \_\_\_\_\_  
 Service Employees 60

4. Number of part time employees in company:

Administrative \_\_\_\_\_  
 Supervisory \_\_\_\_\_  
 Crew Leaders \_\_\_\_\_  
 Service Employees 24

5. How do you handle emergency requests for service? What is your normal response time and fee charged for such service?

a. Typically we receive emergency requests via phone call, e-mail, or text messages. Depending on the details pertaining to the emergency, number of personnel and equipment needed, we can respond as quickly as half an hour up to several hours. Fee charged depends on the details pertaining to the emergency, number of personnel and equipment needed, along with duration of time to resolve.

# EXHIBIT A

6. List of current customers, on form provided. At least five (5) customers with contracts of comparable type and magnitude will be contacted as references, a determining factor in the award of the contract. A Town representative may inspect the buildings of customers used as references, with the customer's approval. Are any of the references give, relative by blood or marriage? Yes \_\_\_\_\_ No X If so, please list them below:

| <u>Company</u> | <u>Contact</u> | <u>Phone</u> | <u>Sq. Ft.</u> | <u>Years</u> |
|----------------|----------------|--------------|----------------|--------------|
|                |                |              |                |              |
|                |                |              |                |              |
|                |                |              |                |              |
|                |                |              |                |              |

7. List any government contracts you have or have had:

| <u>Organization</u>          | <u>Contact</u> | <u>Phone</u> | <u>Sq. Ft.</u> | <u>Dates</u>        |
|------------------------------|----------------|--------------|----------------|---------------------|
| City of Grapevine            | Chad Hester    | 817-925-2875 | 310,349        | Sept. 2010-Present  |
| City of Southlake            | Kurt Ackerman  | 817-748-8102 | 118,043        | Mar. 2011-Present   |
| City of Allen                | Bobby Trevino  | 214-509-4631 | 648,613        | Oct. 2010-Present   |
| City of Richland Hills       | Jason Moore    | 817-616-3745 | 56,000         | July 2015-Nov. 2017 |
| City of North Richland Hills | Rick Hulme     | 817-427-6352 | 65,248         | Aug. 2016-Oct. 2017 |

8. Have you or any present partners or officers failed to complete a contract? Yes \_\_\_\_\_ No X If yes, give name of owner and/or surety and reason.
9. List of equipment owned by Contractor that is in serviceable condition and available for use. The Contractor is responsible for keeping the equipment in safe and operable repair at all times.
- List of equipment is attached.
10. The owner, manager, or supervisor must be reachable 24 hours a day, seven days a week, 365 days a year. Does this present a problem?
- Yes \_\_\_\_\_ No X
- If this is not a problem, how will we reach one of the above people?
- Cell phone X      Answering service \_\_\_\_\_      Home phone \_\_\_\_\_      Other \_\_\_\_\_
11. Is your office located in a building zoned for a business (as opposed to residential) and is there someone there during business hours to take phone calls, answer questions, and locate a manager or supervisory person?
- Yes X      No \_\_\_\_\_

## EXHIBIT A

12. How long have you been at your present address?

Years 2 Months 10

Previous address: 1307 8<sup>th</sup> Ave, Suite B2 Fort Worth, TX 76104

Years 5 Months 10

# EXHIBIT A

## TOWN OF ADDISON, TEXAS CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

### REQUIREMENTS

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A- VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. TOWN OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

| TYPE OF INSURANCE  | AMOUNT OF INSURANCE  | PROVISIONS   |
|--|--|--|
| 1. <b>Workers' Compensation</b><br><b>Employers' Liability</b> to include:<br>(a) each accident<br>(b) Disease Policy Limits<br>(c) Disease each employee  | Statutory Limits per occurrence<br><br>Each accident \$1,000,000<br>Disease Policy Limits \$1,000,000<br>Disease each employee \$1,000,000   | <b>TOWN OF ADDISON to be provided a WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION or material change in coverage.</b><br><b>Insurance company must be A-VII rated or above.</b>      |
| 2. <b>Commercial General (Public) Liability</b> to include coverage for:<br>a) Bodily Injury<br>b) Property damage<br>c) Independent Contractors<br>d) Personal Injury<br>e) Contractual Liability | Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000<br>Products/Completed Aggregate \$2,000,000,<br>Personal Advertising Injury per occurrence \$1,000,000,<br>Medical Expense 5,000 | <b>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION or material change in coverage.</b><br><b>Insurance company must be A-VII rated or above.</b> |
| 3. <b>Business Auto Liability</b> to include coverage for:<br>a) Owned/Leased vehicles<br>b) Non-owned vehicles<br>c) Hired vehicles   | Combined Single Limit \$1,000,000  | <b>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION or material change in coverage.</b><br><b>Insurance company must be A-VII rated or above.</b> |

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be faxed to the Purchasing Department: 972-450-7074 or emailed to: [purchasing@addisontx.gov](mailto:purchasing@addisontx.gov). Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.

## EXHIBIT A

2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for TOWN OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to TOWN OF ADDISON within 10 working days.

**A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.**

**AGREEMENT**

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for TOWN OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The TOWN accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid#: RFP 18-205

Company: Southlake Leasing and Management dba Regent Services

Printed Name: Joshua Prescott

Signature: [Signature] Date: 10/31/18

# EXHIBIT A

## Town of Addison

### Indemnification Agreement

**Contractor's Indemnity Obligation.** Contractor covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Owner), INDEMNIFY, AND HOLD HARMLESS Owner, its past, present and future elected and appointed officials, and its past, present and future officers, employees, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, the "Owner Persons") and each being an "Owner Person"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees (including attorney's fees), fines, penalties, expenses, or costs, of any kind and nature whatsoever, made upon or incurred by Owner and/or Owner Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i) the services to be provided by Contractor pursuant to this Agreement, (ii) any representations and/or warranties by Contractor under this Agreement, (iii) any personal injuries (including but not limited to death) to any Contractor Persons (as hereinafter defined) and any third persons or parties, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Contractor or by any of its owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees, or any other person or entity for whom Contractor is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "Contractor Persons"). SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

Contractor shall promptly advise Owner in writing of any claim or demand against any Owner Person related to or arising out of Contractor's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Contractor's sole cost and expense. The Owner Persons shall have the right, at the Owner Persons' option and own expense, to participate in such defense without relieving Contractor of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement.

The provisions in the foregoing defense, indemnity and hold harmless are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect, such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and this defense, indemnity and hold harmless provision shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement. In that regard, if the capitalized language included in the foregoing indemnity is so determined to be void or unenforceable, the parties agree that:

## EXHIBIT A

(i) the foregoing defense, indemnity, and hold harmless obligation of Contractor shall be to the extent Claims are caused by, arise out of, or result from, in whole or in part, any act or omission of Contractor or any Contractor Persons; and

(ii) notwithstanding the provisions of the foregoing subparagraph (i), to the fullest extent permitted by law, Contractor shall INDEMNIFY, HOLD HARMLESS, and DEFEND Owner and Owner Persons from and against all Claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Contractor or any of its subcontractors, regardless of whether such Claims are caused, or are alleged to be caused, in whole or in part, by the negligence, or any act or omission, of Owner or any Owner Persons, it being the expressed intent of Owner and Contractor that IN SUCH EVENT THE CONTRACTOR'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. The indemnity obligation under this subparagraph (ii) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under workers compensation acts, disability benefit acts, or other employee benefit acts.

I understand that the indemnification provisions are required of all Town of Addison Contracts. I have read the provisions and agree to the terms of these provisions.

Project/Bid#: *RFP-18-205*

Company Name: *Southlake Leasing & Management dba Regent Services*

Signature: *[Handwritten Signature]*

Date: *10/31/18*



# EXHIBIT A

| Equipment List          |                    |              |
|-------------------------|--------------------|--------------|
| Name                    | Serial #           | Model #      |
| Whitiker                | 10066400003614     |              |
| Whitiker                | 10066360001344     |              |
| Powerflite              | 14July06D5         |              |
| Floor Grinder           | Ser #8-7967        | CP400        |
| Wet Vac                 | SN18WD             | SN18WD       |
| Wet Vac                 | 04022C0161         | WD17351      |
| Powerflite              | 22MAR07AK          | AD15036      |
| Dehumidifier            | 33272              | F292         |
| Carpet Fan              | EX070810088        |              |
| Carpet Fan              | EX070810715        |              |
| Carpet Fan              | EX070810697        |              |
| Carpet Fan              | missing tag        |              |
| Steamer                 | 09-17444           |              |
| Wet Vac                 | 10A3237            | PF53         |
| Wet Vac                 | 8D3067             | PF55         |
| Powerflite              | 33079              |              |
| Spray Machine           | 10110582           |              |
| Kyvac                   | DTRS141150866      |              |
| Kyvac                   | CTRS141150816      |              |
| Powerflite vac          | PO8J27080          | PF2008       |
| Powerflite vac          | PO8J27086          | PF2008       |
| Echo vac                | P11012117828       | ES-210       |
| Echo vac Toro           | 310137192          | 51599        |
| Sand blaster            | 24L3876            | 6.5 C.E      |
| Power Wash Trailer      |                    |              |
| Trash Trailer           |                    | 1            |
| Max Air Fan             | 8F428D             |              |
| Kobota                  | 78598              | RTV 900 W6-H |
| Rigid Power washer      | AMO45196           | RD80701      |
| Lawn Mower Weedeater    | 033107M057569      | 96114000310  |
| Echo weedeater          | 572812083847       | SMR-210      |
| Vacuum                  | 100653             | 101336       |
| Chop Saw                | 168513             | D28715       |
| Power Washer            | GBCT-1152492       | 390          |
| Power Washer            | AM2315322          |              |
| Hydro Scrubber          | 201100419          | ANT3C        |
| Extractor               |                    |              |
| Power- Flite high speed |                    |              |
| Power-Flite high speed  |                    |              |
| Power-Flite vac         |                    |              |
| Breeze - CN2152         | #01130590          |              |
| Diversey Pad Driver     | 4972114            | 8504-710     |
| Diversey Buffer         | 376154000004696000 | 8003-790     |
| Dri- Pod drying Fan     | #08940             | DRD451       |
| Dri- Pod drying Fan     | #08931             | DRD451       |
| Dri- Pod drying Fan     | #08969             | DRD451       |
| Dri- Pod drying Fan     | #08962             | DRD451       |

# EXHIBIT A

|  |  |  |  |   |
|--|--|--|--|---|
| <b>Form W-9</b><br>(Rev. November 2017)<br>Department of the Treasury<br>Internal Revenue Service  |  | <b>Request for Taxpayer Identification Number and Certification</b><br>Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information. |  | Give Form to the requester. Do not send to the IRS. |
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><b>Southlake Leasing and Management</b>   |  |  |  |   |
| 2 Business name/disregarded entity name, if different from above<br><b>Regent Services</b>   |  |  |  |   |
| 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes:<br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input type="checkbox"/> Limited liability company. Enter the tax classification (E=C corporation, S=S corporation, P=Partnership) <input type="checkbox"/> _____<br>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.<br><input type="checkbox"/> Other (see instructions) <input type="checkbox"/> _____  |  |  |  |   |
| 4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3):<br>Exempt payer code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br>(Attention: accounts maintained outside the U.S.)   |  |  |  |   |
| 5 Address (number, street, and apt. or suite no.) See instructions.<br><b>101 Saint Louis Avenue</b>   |  |  |  |   |
| 6 City, state, and ZIP code<br><b>Fort Worth, TX 76104</b>   |  |  |  |   |
| 7 List account number(s) here (optional) _____   |  |  |  |   |
| <b>Part II Taxpayer Identification Number (TIN)</b><br>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, use the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.<br>Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.  |  |  |  |   |
| <b>Part III Certification</b><br>Under penalties of perjury, I certify that:<br>1 The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and<br>2 I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and<br>3 I am a U.S. citizen or other U.S. person (defined below); and<br>4 The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.<br><b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.   |  |  |  |   |
| <b>Sign Here</b> Signature of U.S. person <i>Sue Dickson</i> Date <i>1-1-2018</i>  |  |  |  |   |
| <b>General Instructions</b><br>Section references are to the Internal Revenue Code unless otherwise noted.<br><b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> .<br><b>Purpose of Form</b><br>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:<br>• Form 1099-INT (interest earned or paid)<br>• Form 1099-DIV (dividends, including those from stocks or mutual funds)<br>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)<br>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)<br>• Form 1099-S (proceeds from real estate transactions)<br>• Form 1099-K (merchant card and third party network transactions)<br>• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)<br>• Form 1099-C (canceled debt)<br>• Form 1069-A (acquisition or abandonment of secured property)<br>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.<br>If you do not return Form W-9 to the requester with a TIN, you may be subject to backup withholding. See What is backup withholding, later. |  |  |  |   |

# EXHIBIT A

## Regent Services - Generic Janitorial Specifications

*\*Proposal based off of specs in Town of Addison RFP.\**

### A. General Cleaning

1. Hard Surface Floors - swept/dust mopped and wet mopped nightly.
2. Carpeted Floors - vacuumed nightly.
3. Trash Receptacles:
  - a. Receptacles emptied, liners replaced as needed; trash removed to collection point.
  - b. Empty boxes and other articles of trash not in a designated trash container will be removed only if such items are marked **TRASH**.
  - c. Items sitting on top or inside of a trash container will be discarded as trash.
4. Exterior Ash Trays - emptied and wiped clean nightly.
5. Desks, Workstations and Furniture Tops - dusted weekly without moving paper or files.
6. Interior Glass Doors and Panels - spot cleaned nightly.
7. Drinking Fountains - cleaned and disinfected nightly.
8. Spilled Liquids - wiped up or spot mopped nightly.
9. Entrance Doors, Glass and Mats - glass spot cleaned nightly. Mats vacuumed nightly.
10. Planters - policed to remove trash and debris as needed.
11. Break Areas - clean table tops, chair seats, counter tops, sinks and microwaves nightly. Cabinet fronts cleaned as needed for spills. Appliance tops are to be kept free of dust. Dish washing is not included but can be added for an additional charge.
12. Janitorial Closets and Storage Areas -
  - a. Storage shelves cleaned and products stored in a neat and orderly fashion.
  - b. Mops cleaned and stored.
  - c. Sinks cleaned and drains free of mop strings and other debris.
  - d. Floors swept and mopped.
  - e. Equipment and tools clean and stored in a neat and orderly manner.
  - f. Lights turned off and doors closed and locked.

# EXHIBIT A

JANITORIAL SPECIFICATIONS  
PAGE 2

**B. REST ROOM SANITATION:**

1. Floors - dust mopped then mopped with disinfectant.
2. Toilets, Urinals and wash Basins - cleaned and disinfected.
3. Walls and Partitions - spot cleaned.
4. Mirrors and Bright Metal - cleaned and polished.
5. Sanitary Napkin Receptacles - emptied, cleaned and disinfected.
6. Rest Room Supplies (towels, tissues, hand soap, etc ) - replenished in dispenser.

**C. CARPET CLEANING:**

1. Carpet cleaning using a variety of methods can be done for an additional cost, outlined in the summary of charges.

**D. SPECIAL CLEANING:**

1. Low Ledges, Window Sills, Book Cases, File Cabinets, Pictures and Partition Tops - dusted weekly.

**E. SPECIAL CLEANING: (Cont.)**

2. Doors, Woodwork, and Wall Areas around Switch Plates - spot washed for hand prints weekly.
3. Door Handles, Push Bars, Push Plates and Kick Plates - cleaned weekly.
4. Desk, Work Station and Furniture Tops - cleaned weekly when clear of papers and files.
5. Fire Stairs - handrails dusted; landings and stairs swept; exposed pipes and valves dusted weekly.
6. Rest Room Partitions and Stall Doors - dusted weekly.
7. Tenant Suite Signs - dusted and spot cleaned to remove smudges and hand prints weekly.
8. Lobby Glass Doors - washed inside/out weekly.
9. Carpet Under Desks, Edges, Corners, Etc - detail vacuumed twice monthly.
10. Coffee Bars and Break Room Tables and Chairs - legs and bases cleaned monthly.

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# EXHIBIT A

## JANITORIAL SPECIFICATIONS PAGE 3

11. Ceiling Corners - cleaned to remove cobwebs monthly.
13. Fire Extinguisher Cabinets - dusted inside and out; glass cleaned monthly, if unlocked.
14. Baseboards - dusted monthly.
15. Ceiling Vents and Grills - dusted or vacuumed quarterly.
16. Window Blinds - dusted quarterly.
17. Exit Signs - dusted or damp wiped quarterly.

### F. WINDOW WASHING AND GLASS CLEANING:

1. Entrance Doors - washed inside and out weekly.
2. Interior Glass Doors and Side Panels - washed quarterly.
3. All Other Glass/Window Cleaning - to be negotiated separately.

NOTE: The above is intended as a basic guideline for cleaning. Within this schedule, we provide enough flexibility to handle a reasonable amount of unforeseen work.

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# EXHIBIT A

## EXHIBIT "C" Town of Addison Standard Terms and Conditions

### Town of Addison

#### TERMS AND CONDITIONS

1. APPLICABILITY: These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the Town of Addison's Request for Proposal (collectively, "Terms and Conditions") are applicable to Contracts/Purchase Orders issued by the Town of Addison (hereinafter referred to as the "Town" or "Buyer") and the Seller (herein after referred to as the "Seller," "Proposer," "Contractor," or "Supplier"). Any deviations must be in writing and signed by a representative of the Town's Purchasing Department and the Supplier. No Terms and Conditions contained in the Seller's Proposal, Invoice or Statement shall serve to modify the terms set forth herein. If there is a conflict between the Terms and Conditions and the provisions on the face of the Contract/Purchase Order, the Terms and Conditions will take precedence and control.
2. OFFICIAL PROPOSAL NOTIFICATION: The Town utilizes the following for official notifications of proposal opportunities: [www.bidsync.com](http://www.bidsync.com) and the Dallas Morning News of Dallas County. These are the only forms of notification authorized by the Town. The Town is not responsible for receipt of notifications or information from any source other than those listed. It shall be the Supplier's responsibility to verify the validity of all Request for Proposal information received from any source other than the Town. There will be NO COST to the Seller for using BidSync for its Bids/Proposals.
3. PRIOR OR PENDING LITIGATION OR LAW SUITS: Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable.
4. COST OF RESPONSE: Any cost incurred by the Supplier in responding to the Request for Proposal is the responsibility of the supplier and cannot be charged to the Town.
5. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: No Town of Addison employee shall have a direct or indirect financial interest in any contract with the Town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the Town.
6. COMPETITIVE PRICING: It is the intent of the Town to consider Interlocal Cooperative Agreements and State/Federal contracts in determining the best value for the Town.
7. INTERLOCAL AGREEMENT: The successful Proposer agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the Town. The Town is a participating member of several interlocal cooperative purchasing agreements. As such, the Town has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivisions, authorizing participation in a cooperative purchasing program. The successful Supplier may be asked to provide products/services based upon terms and conditions of award, to any other participant in a cooperative purchasing program.
8. CORRESPONDENCE: The proposal number must appear on all correspondence and inquiries pertaining to the Request for Proposal. The Purchase Order number must appear on all invoices or other correspondence relating to the contract.
9. INDEMNITY/INSURANCE: See attached Town of Addison minimum requirements.
10. ERROR-QUANTITY: Proposals must be submitted in units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
11. ACCEPTANCE: The right is reserved to accept or reject all or part of the proposal or offer, and to accept the proposal or offer considered most advantageous to the Town by line item or total offer or proposal.
12. PROPOSAL LIST REMOVAL: The Town reserves the right to remove a Supplier from any Proposal list for: (1) continued failure to be responsive to the Town, (2) failure to deliver merchandise within promised time, (3) delivery of substandard merchandise, or (4) failure to comply with the Contract/Purchase Order requirements.
13. CONTRACT RENEWAL OPTIONS: In the event a clause for option to renew for an additional period is included in the Request for Proposal, all renewals will be based solely upon the option and agreement between the Town and the Supplier. Either party dissenting will terminate the contract in accordance with its initial specified term.
14. TAXES-EXEMPTION: All quotations are required to be submitted LESS Federal Excise and State Sales Taxes. Tax Exemption Certificate will be executed for the successful Supplier.
15. ASSIGNMENT AND SUCCESSORS: The successful Supplier shall not assign, transfer, pledge, subcontract, or otherwise convey, in any manner whatsoever, any contract resulting from this proposal, in whole or in part, without the prior written consent of the Town of Addison.



## EXHIBIT A

16. **INVOICING:** Send ORIGINAL INVOICE to address indicated on the contract/purchase order. If invoice is subject to cash discounts the discount period will begin on the day invoices are received. So that proper cash discount may be computed, invoice should show amount of freight as a separate item, if applicable; otherwise, cash discount will be computed on total amount of invoice.

17. **ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION ACT:** The Town adopts Texas Business and Commerce Code Chapter 322, Uniform Electronic Transactions Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.

18. **FUNDING OUT CLAUSE:** This agreement or contract may be terminated by the Town without notice and without penalty or liability in the event that (1) the Town lacks sufficient funds for this agreement or contract; (2) funds for this agreement or contract are not appropriated by the Town Council of the Town; and (3) funds for this agreement or contract that are or were to be provided by grant or through an outside service are withheld, denied or are otherwise not available to the Town.

19. **DISPUTE RESOLUTION:** Pursuant to subchapter I, Chapter 271, TEXAS LOCAL GOVERNMENT CODE, Contractor agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Agreement (a "Claim"), the parties will first attempt to resolve the Claim by taking the following steps: (i) A written notice substantially describing the factual and legal basis of the Claim shall be delivered by the Contractor to the Town within one-hundred eighty (180) days after the date of the event giving rise to the Claim, which notice shall request a written response to be delivered to the Contractor not less than fourteen (14) business days after receipt of the notice of Claim; (ii) if the response does not resolve the Claim, in the opinion of the Contractor, the Contractor shall give notice to that effect to the Town whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the Claim; (iii) if those persons cannot or do not resolve the Claim, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the Claim.

20. **DISCLOSURE OF CERTAIN RELATIONSHIPS:** Chapter 176 of the Texas Local Government Code requires that any person, as defined in the statute, considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the supplier or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the Records Administrator of the Town not later than the 7<sup>th</sup> business day after the later of (a) the date the person (i) begins discussions or negotiations to enter into a contract with the local governmental entity, or (b) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity, or (b) the date the person becomes aware (i) of an employment or other business relationship with a local government officer, or a family member of the officer, described by the statute, or (ii) that the person has given one or more gifts described in the statute. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire may be found at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf). By submitting a response to this request, Supplier represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

21. **PATENTS:** Seller agrees to **indemnify and hold harmless** the Buyer against all costs and expenses, including but not limited to attorneys fees, and undertakes and **agrees to defend** at seller's own expense, all suits, actions or proceedings in which Buyer or the users of Buyer's products are claimed to have conducted in, or are made defendants of, actual or alleged infringement of any U.S. or foreign patent or other intellectual property right resulting from the use or sale of the items purchased hereunder and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding.

22. **APPLICABLE LAW:** This agreement shall be governed by the laws of the State of Texas, including but not limited to the Uniform Commercial Code as adopted by the State of Texas, as effective and in force on the date of this agreement, without regard to its conflict of laws rules or the conflict of law rules of any other jurisdiction.

23. **VENUE:** This agreement is performable in Dallas County, Texas, and venue for any suit, action, or legal proceeding under or in connection with this agreement shall lie exclusively in Dallas County, Texas. Proposer submits to the exclusive jurisdiction of the courts in Dallas County, Texas for purposes of any such suit, action, or proceeding hereunder, and waives any claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that proceeding is improper.

24. **TERMINATION FOR CAUSE OR CONVENIENCE:** The Town at any time after issuance of this agreement, by 30 days written notice to the Supplier, has the absolute write to terminate this agreement for cause or for convenience (that is, for any reason or no reason whatsoever). "Cause" shall be the Supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the Contract/Purchase Order. In such case the Supplier shall be liable for any damages suffered by the Town. If the agreement is terminated for convenience, the Supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the Town as of the effective date of the termination.

25. **FORCE MAJEURE:** To the extent either the Town or Proposer shall be wholly or partially prevented from the performance of this agreement or of any obligation or duty under this agreement placed on such party, by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the party's control and not attributable to its malfeasance, neglect or nonfeasance, then in such event, such party shall give notice of the same to the other party (specifying the reason for the prevention) and the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

26. **BAFO:** During evaluation process Town reserves the right to request a best and final offer upon completion of negotiations.



## EXHIBIT A

27. PROTECTION OF TRADE SECRETS OR PROPRIETARY INFORMATION: Proposals will be received and publicly acknowledged at the location, date, and time stated. Sellers, their representatives and interested persons may be present. The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing sellers and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal and identified by Seller in writing as such will be treated as confidential by the Town the extent allowable in the Texas Public Information Act and other law.

28. SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

29. PROPOSAL RESPONSE CONTRACTUAL OBLIGATION: This proposal, submitted documents, and any negotiations, when properly accepted by the Town, shall constitute a contract equally binding between the successful Proposer and the Town. No different or additional terms will become part of this contract except as properly executed in an addendum or change order.

30. No Boycotting Israel. The entity contract with the Town of Addison does not boycott Israel and will not boycott Israel during the term of the contract. Reference HB 89 as it relates to Chapter 2270 of the Texas Government Code. Boycott Israel means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

# EXHIBIT A

## Exhibit "D" Town of Addison Insurance Requirements

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and **AMOUNT OF INSURANCE** **PROVISIONS**  
minimum amounts of insurances  
required and which must be  
maintained during the term of the  
contract. TOWN OF ADDISON  
reserves the right to amend or require  
additional types and amounts of  
coverages or provisions depending on  
the nature of the work.

### TYPE OF INSURANCE

1. **Workers' Compensation** Statutory Limits per **TOWN OF ADDISON to**  
**Employers' Liability** to occurrence Each accident \$1,000,000 **be provided a WAIVER**  
include: Disease Policy Limits **OF SUBROGATION**  
(a) each accident \$1,000,000 **Insurance company must**  
(b) Disease Policy Limits **be A-:VII rated or above.**  
(c) Disease each employee Disease each employee \$1,000,000
2. **Commercial General** Bodily Injury/Property **TOWN OF ADDISON to**  
**(Public) Liability** to Damage per occurrence **be listed as ADDITIONAL**  
include coverage for: \$1,000,000, General **INSURED and provided**  
a) Bodily Injury Aggregate \$2,000,000 **30 DAY**  
b) Property damage Products/Completed **NOTICE OF**  
c) Independent Contractors Aggregate \$2,000,000, **CANCELLATION or**  
d) Personal Injury Personal Advertising Injury **material change in**  
e) Contractual Liability per occurrence \$1,000,000, **coverage.**  
Medical Expense 5,000 **Insurance company must**  
**be A-:VII rated or above.**
3. **Business Auto Liability** to Combined Single Limit **TOWN OF ADDISON to**  
include coverage for: \$1,000,000 **be listed as ADDITIONAL**  
a) Owned/Leased vehicles **INSURED and provided**  
b) Non-owned vehicles **30 DAY NOTICE OF**  
c) Hired vehicles **CANCELLATION or**  
**material change in**  
**coverage.**  
**Insurance company must**  
**be A:VII-rated or above.**